



CITY COUNCIL ROUNDTABLE MEETING, 6:00 PM
CITY COUNCIL REGULAR MEETING, 7:00 PM
Monday, September 08, 2025
Snoqualmie City Hall, 38624 SE River Street & Zoom

MAYOR & COUNCIL MEMBERS

Mayor Katherine Ross

Councilmembers: Ethan Benson, Cara Christensen, Catherine Cotton, Bryan Holloway, Jo Johnson, Louis Washington, and Robert Wotton

This meeting will be conducted in person at Snoqualmie City Hall and remotely using Zoom.

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **813 0614 8787** and Password **1800110121** if prompted.
Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.
Press *6 to mute and unmute.

Join by Internet: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **813 0614 8787**; Enter Password **1800110121**
- 4) Please confirm that your audio works prior to participating.

ROUNDTABLE AGENDA, 6 PM

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

EXECUTIVE SESSION

1. Executive Session pursuant to RCW 42.30.110(1)(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

REGULAR AGENDA, 7 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Presentations

2. Snoqualmie Valley Mobility Coalition

Proclamations

3. Proclamation 25-15: Week Without Driving

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

(NOTE: No online public comments will be accepted during the meeting. Written comments are encouraged and may be submitted via in-person drop off, mail, or e-mail to cityclerk@snoqualmiewa.gov. All written comments must be received by 3:00 p.m. on the day of the scheduled meeting.)

CONSENT AGENDA

4. Approve the City Council Meeting Minutes dated August 11, 2025 and August 15, 2025.
5. Approve the Claims Report dated September 8, 2025.
6. **AB25-076:** Washington Traffic Safety Commission Interagency Agreement.

COMMITTEE REPORTS

Public Safety Committee:

Community Development Committee:

7. **AB25-083:** Affordable/Workforce Housing Development RFQ

Proposed Action: Move to rescind the RFQ and reevaluate the affordable housing process.

Parks & Public Works Committee:

8. **AB25-078:** Rivertrail NW of Sandy Cove Construction

Proposed Action: Move to approve Resolution No. 1724 awarding the construction contract to Accord Contractors for the Rivertrail: NW of Sandy Cove project.

9. **AB25-079:** BP Pump Station Capacity Study

Proposed Action: Move to award an engineering contract with RH2 for the BP Pump Station Capacity Improvements.

Finance & Administration Committee:

10. **25-081:** Resolution Authorizing a One-Tenth of One Percent Sales and Use Tax for Criminal Justice Purposes

Proposed Action: Move to approve Resolution No. 1723 authorizing a one-tenth of one percent (0.1%) sales and use tax for criminal justice purposes pursuant to Section 2021, Chapter 350, Laws of Washington 2025.

11. **AB25-070:** King County Regional Opioid Abatement Council Amendment

Proposed Action: Move to 1) Require a written explanation for the change from King County OAC for the Council to consider before determining whether to approve or 2) Oppose the change as written.

Committee of the Whole:

REPORTS

- 12. Mayor's Report
- 13. Commission/Committee Liaison Reports
- [14.](#) Department Reports for the month of August 2025.

EXECUTIVE SESSION

- 15. Executive Session pursuant to RCW 42.30.110(1)(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

Accommodation: Requests for assistance or accommodations can be arranged by contacting the City Clerk by phone at (425) 888-8016 or by e-mail at cityclerk@snoqualmiewa.gov no later than 3:00 pm the day of the meeting.



Proclamation

WHEREAS, access to mobility is a fundamental part of health, safety and community connection, allowing Snoqualmie Valley residents to reach education and employment opportunities, medical services, shopping, recreation, and visit friends and family, and is one of the state's six transportation system policy goals, including investing public dollars to improve the movement of people throughout King County, and

WHEREAS, the average cost of owning a car was more than \$12,000 per year in 2024, many people cannot afford the cost of a car, and nearly a third of the people residing in the US do not have a driver's license, either because of their age or a condition that does not allow them to drive; and

WHEREAS, public transportation and a strong network of sidewalks and bike paths aren't available in every community, making it much more difficult to get around, visit family and friends, and take care of everyday tasks for those who cannot or do not drive; and

WHEREAS, improvements in walking and bike paths can improve alternate forms of mobility in communities across King County and our state, and public driver education initiatives can help educate drivers to have patience and understanding for those traveling by means other than a vehicle; and

WHEREAS, transportation represents the largest source of greenhouse gas emissions in the United States, and in order to meet our state's greenhouse gas emission reduction goals, we must reduce emissions in our transportation sector; and

WHEREAS, going a week without driving is great way to understand how we can improve our current transportation system to better meet the needs of Snoqualmie Valley residents and improve and enhance transportation options such as transit, light rail, biking, and walking pathways as key strategies in our decarbonization efforts.

NOW, THEREFORE I, Katherine Ross, Mayor of City of Snoqualmie do hereby proclaim September 29-October 5, 2025, as:

WEEK WITHOUT DRIVING

Katherine Ross, Mayor

Proclamation No. 25-15



CITY COUNCIL ROUNDTABLE MEETING MINUTES CITY COUNCIL REGULAR MEETING MINUTES AUGUST 11, 2025

ROUNDTABLE MEETING

CALL TO ORDER & ROLL CALL: Mayor Ross called the Roundtable Meeting to order at 6:00 pm.

City Council: Councilmembers Ethan Benson, Rob Wotton, Bryan Holloway, Louis Washington, Catherine Cotton, Cara Christensen, and Jo Johnson.

Mayor Katherine Ross was also present.

City Staff: Mike Chambless, City Administrator; Dena Burke, City Attorney; Deana Dean, City Clerk; Danna McCall, Communications Coordinator; Gary Horejsi, Interim Police Chief; Fletcher Lacroix, IT Director; Mike Bailey, Fire Chief; Jeff Hamlin, Parks & Public Works Director; Drew Bouta, Finance Director; Mona Davis, Community & Economic Development Director; and Andrew Jongekryg, IT Support.

AGENDA APPROVAL - It was moved by CM Washington; seconded by CM Christensen to approve the agenda which passed unanimously.

EXECUTIVE SESSION

1. Executive Session pursuant to RCW 42.30.110(1)(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.

It was moved by CM Christensen, seconded by CM Johnson to amend the agenda to allow public comment which passed unanimously.

ADD ON: Public Comment

- Teresa Noonan of Snoqualmie spoke regarding sidewalks on the Ridge

At 6:08 pm, Council went into Executive Session which was expected to last until 6:50 pm. No action was anticipated following the Executive Session and recording of the meeting paused.

ADJOURNMENT – Council returned to Council Chambers at 6:50 pm. It was moved by CM Christensen and seconded by CM Washington to adjourn the Roundtable Meeting which passed unanimously. The Roundtable Meeting adjourned at 6:53 pm.

REGULAR MEETING

CALL TO ORDER: Mayor Ross called the Regular Meeting to order 7:00 pm.

City Council: Councilmembers Ethan Benson, Rob Wotton, Bryan Holloway, Louis Washington, Catherine Cotton, Cara Christensen and Jo Johnson.

Mayor Katherine Ross was also present.

City Staff: Mike Chambless, City Administrator; Dena Burke, City Attorney; Deana Dean, City Clerk; Danna McCall, Communications Coordinator; Jeff Hamlin, Parks & Public Works Director; Drew Bouta, Finance Director; Janna Walker, Budget Manager; Jen Hughes, Deputy Finance Director; Fletcher Lacroix, IT Director; Mike Bailey, Fire Chief; Gary Horejsi, Interim Police Chief; and Andrew Jongekryg, IT Support.

PLEDGE OF ALLEGIANCE – The pledge of allegiance was led by CM Washington.

AGENDA APPROVAL

It was moved by CM Washington; seconded by CM Johnson to:

Approve the agenda as amended.

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

It was moved by CM Johnson; seconded by CM Christensen to:

Amend the agenda to add a Parks & Public Works discussion item regarding sidewalks.

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

It was moved by CM Christensen; seconded by CM Washington to:

Remove Executive Session from the end of the agenda.

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

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Presentations

2. 2025 Community Survey Report. Introduction by Communications Coordinator Danna McCall and presentation by Grace Arneson of Polco. Council questions and comments followed.

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA – There were no public comments.

CONSENT AGENDA

3. Approve the City Council Meeting Minutes dated July 28, 2025.
4. Approve the Claims Report dated August 11, 2025.

It was moved by CM Washington; seconded by CM Wotton to:

Approve the consent agenda.

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

COMMITTEE REPORTS

Public Safety Committee:

5. **AB25-077: Interlocal Agreement for Fire and EMS for Echo Glen Children's Center.** Introduction read into the record by CM Wotton. Council comments followed.

It was moved by CM Wotton; seconded by CM Washington to:

Approve the Interlocal Agreement for Fire and EMS for Echo Glen Children's Center and authorize the Mayor to sign.

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

6. **AB25-075: SCORE Jail ILA Amendment.** Introduction read into the record by CM Wotton.

It was moved by CM Wotton; seconded by CM Christensen to:

Approve the Amendment to Original Agreement for Inmate Housing with SCORE for 2026 and authorize the Mayor to sign.

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

Community Development Committee: There was no report.

Parks & Public Works Committee:

ADD ON: Sidewalk Discussion by Parks & Public Works Director Jeff Hamlin. Additional information provided by City Administrator Mike Chambless and Finance Director Drew Bouta. Council questions and comments followed.

Finance & Administration Committee: There was no report.

Committee of the Whole: There was no report.

REPORTS

7. Mayor's Report. Mayor Ross provided updates on:
 - Several directors and managers have completed the WCIA supervisor credentialing program.
 - Snoqualmie Days is on August 23, 2025, starting with Snoqualmie Fire Pancake Breakfast. Other activities will follow.
 - International Block Party is on September 6, 2025.
 - Next Council meeting is September 8, 2025.
 - Snoqualmie Citizen's Academy, formerly Citizen's Academy, begins on October 1, 2025.
 - SR18 closure over Tiger Mountain Summit starting August 15th until August 18th.
8. Commission/Committee Liaison Reports:
 - CM Cotton provided an update on Snoqualmie Days.
9. Department Reports for July 2025. City Administrator Chambless provided highlights of the department reports for the month of July.

EXECUTIVE SESSION

10. Executive Session pursuant to RCW 42.30.110(1)(i) was stricken from the agenda.

ADJOURNMENT

It was moved by CM Johnson, seconded by CM Wotton to adjourn the meeting which passed unanimously.

The meeting was adjourned at 8:08 pm.

CITY OF SNOQUALMIE

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk



CITY COUNCIL SPECIAL MEETING MINUTES AUGUST 15, 2025

SPECIAL MEETING

CALL TO ORDER & ROLL CALL: Mayor Pro Tem Holloway called the meeting to order at 9:08 am.

City Council: Councilmembers Ethan Benson, Rob Wotton, Brian Holloway, Catherine Cotton, and Cara Christensen.

City Staff: Mike Chambless, City Administrator; David Linehan, Interim City Attorney; Deana Dean, City Clerk; Danna McCall, Communications Coordinator (remote); Drew Bouta, Finance Director; Jennifer Hughes, Deputy Finance Director; and Andrew Jongekryg, IT Support.

SPECIAL BUSINESS

1. Strategic Plan by BERK Consulting. Introductions led by Brian Murphy of BERK Consulting with each attendee introducing themselves. Council was provided handouts of items from the packet and reviewed the purpose of strategic planning, community engagement, city vision, mission, and guiding principles, emerging priorities, community context and constraints, fiscal sustainability, land use and community developing including housing, city services including community quality of life and wellbeing, city and community relationship including public communications, engagement, and trust, and implementation framework. Council comments and questions made throughout the discussion.

Council took a break at 10:17 am.

Council reconvened at 10:35 am.

Continued discussion on major initiatives and strategies, economic development, collaboration with other entities, housing, community vision and growth, community feedback, and trust and confidence.

ADJOURNMENT - The meeting adjourned at 12:05 pm.

CITY OF SNOQUALMIE

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk



Drew Bouta, Director of Finance

38624 SE River St. | PO Box 987

Snoqualmie, Washington 98065

(425) 888-1555 | dbouta@snoqualmiewa.gov

To: City Council
Finance & Administration Committee

From: Drew Bouta, Director of Finance

Date: September 8, 2025

Subject: CLAIMS REPORT
Approval of payments for the period: July 30, 2025, through August 26, 2025

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. 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 2025-2026 biennial budget, and sufficient funds are available to cover these payments, as appropriate. Details pertaining to the individual vendor payments are available in documentation provided for the Finance & Administration Committee and subsequent City Council review by accessing the following link on the city website: [Claims Report](#)

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

CLAIMS						
Date	Warrants			ACH		CLAIMS TOTAL
	From #	Thru #	Amount	Qty	Amount	
7/30/2025	85255	85270	\$ 43,071.58			43,071.58
8/1/2025	85271	85316	\$ 171,251.72			171,251.72
8/5/2025	85317	85317	\$ 2,117.88			2,117.88
8/7/2025	85318	85380	\$ 416,399.99			416,399.99
8/8/2025	85381	85383	\$ 30,899.61			30,899.61
8/13/2025	85384	85437	\$ 490,459.09			490,459.09
8/14/2025	85439	85446	\$ 441,046.48			441,046.48
8/15/2025	62901	62911	\$ 3,992.47			3,992.47
8/15/2025	85447	85448	\$ 248,433.92			248,433.92
8/18/2025	85449	85474	\$ 857,911.51			857,911.51
8/26/2025	85475	85486	\$ 204,613.92			204,613.92
Grand Total						2,910,198.17

PAYROLL (including Payroll Benefits)						
Date	Warrants			ACH		PAYROLL TOTAL
	From #	Thru #	Amount	Qty	Amount	
7/16/25- 7/31/25				113	\$ 389,197.37	389,197.37
8/1/25 - 8/15/25				113	\$ 388,504.03	388,504.03
8/1/25 - 8/15/25 MISC				1	\$ 375.68	375.68
Grand Total						778,077.08

MISCELLANEOUS DISBURSEMENTS				
Date	Description	ACH Amount	Wire Amount	MISC TOTAL
8/1/2025	Merchant Card Fees - Bankcard (Bluefin)	\$ 246.55		\$ 246.55
8/4/2025	Merchant Card Fees - Bankcard (Elavon)	\$ 9,534.24		\$ 9,534.24
8/4/2025	Merchant Card Fees - PayConex	\$ 865.58		\$ 865.58
8/4/2025	Merchant Card Fees - Tyler Munis	\$ 67.26		\$ 67.26
8/5/2025	Merchant Card Fees - American Express	\$ 1,405.05		\$ 1,405.05
8/5/2025	Merchant Card Fees - American Express Tyler Munis	\$ 1.18		\$ 1.18
8/5/2025	Navia Benefits Solutions	\$ 8,635.16		\$ 8,635.16
8/12/2025	Navia Benefits Solutions	\$ 416.67		\$ 416.67
8/12/2025	Navia Benefits Solutions	\$ 4,203.65		\$ 4,203.65
8/14/2025	Key Bank P-Card Payment	\$ 40.00		\$ 40.00
8/14/2025	Elavon PCI Fee	\$ 11.95		\$ 11.95
8/18/2025	Merchant Card Fees - Merchant Transact E-Checks	\$ 438.71		\$ 438.71
8/19/2025	Navia Benefits Solutions	\$ 3,789.27		\$ 3,789.27
8/22/2025	Dept. of Revenue - Monthly Excise Tax	\$ 46,761.35		\$ 46,761.35
Grand Total				76,416.62

Total 3,764,691.87

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.

Jennifer Hughes

Aug 28, 2025

Drew Bouta, Director of Finance

Date

(Jennifer Hughes, Deputy Director of Finance on behalf of Drew Bouta)

FINANCE & ADMINISTRATION COMMITTEE RECOMMENDATION: Approve / Not Approve

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$43,071.58

For claims warrants numbered 85255 through 85270 & dated 7/30/2025

VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE	FULL DESC	INVOICE DATE	CHECK DATE
AMZONCAP	001.01.001.51310.531000.	Office Supplies	2025	7	INV	P	58.31	85255	1FL4-TMTV-RYFN	Mouse pad, pens, dividers	7/11/2025	7/30/2025
DOCT	310.12.605.33404.334042.	WS Dept of Commerce Grants	2025	7	INV	P	16,016.96	85256	Refund 7/17/2025	Partial Refund of overpaid grant reimbursement	7/17/2025	7/30/2025
FORMA CONSTRUCTION	310.13.704.59418.563000.	Police Sta Fac - Constr	2025	7	INV	P	11,111.37	85257	2 2024-03F	Police Station Security Improvements	6/4/2025	7/30/2025
HD Fowler	401.19.039.53935.531300.	Repair & Maintenance Supplies	2025	7	INV	P	5,320.70	85258	17062512	Flow monitor, valve box, wire and tape for park	7/10/2025	7/30/2025
HD Supply Facil Main	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	7	INV	P	91.88	85259	9238423588	Kick down door stops	6/27/2025	7/30/2025
LAI	001.09.014.52220.531912.	EMS Supplies & Equipment	2025	7	INV	P	549.49	85260	1617376	StingX w/ Pain Relief Pad, ONE Touch Test Strips	7/10/2025	7/30/2025
NAVIA AP	001.13.000.51810.541000.	Professional Svcs - General	2025	7	INV	P	100.00	85261	10995553	FSA Admin fees - July 2025	7/29/2025	7/30/2025
PACIFICA	310.13.702.59418.541000.	Community Ctr - Prof'l Svcs	2025	7	INV	P	816.00	85262	99475	Community Center Design/Build Support	7/9/2025	7/30/2025
Patrick Fry	001.12.028.57680.549100.	City-Sponsored Expenses	2025	7	INV	P	244.82	85263	RE P. Fry 7/2025	All Department Meeting Lunch - PW	6/18/2025	7/30/2025
Patrick Fry	401.18.019.53410.549100.	City-Sponsored Expenses	2025	7	INV	P	244.82	85263	RE P. Fry 7/2025	All Department Meeting Lunch - PW	6/18/2025	7/30/2025
Patrick Fry	402.20.019.53510.543000.	Training & Travel	2025	7	INV	P	244.82	85263	RE P. Fry 7/2025	All Department Meeting Lunch - PW	6/18/2025	7/30/2025
Patrick Fry	403.22.019.53110.549100.	City-Sponsored Expenses	2025	7	INV	P	244.85	85263	RE P. Fry 7/2025	All Department Meeting Lunch - PW	6/18/2025	7/30/2025
PRE-EMPL	001.03.003.51810.541000.	Professional Svcs - General	2025	7	INV	P	31.30	85264	390109	Background checks for 2 new hires	6/30/2025	7/30/2025
PSE	001.10.017.52560.547100.	Electricity	2025	7	INV	P	275.29	85265	257959 7/25	83/17% Split between Fire * emergency mgmt	7/3/2025	7/30/2025
PSE	001.09.014.52250.547100.	Electricity	2025	7	INV	P	1,349.96	85265	257959 7/25	83/17% Split between Fire * emergency mgmt	7/3/2025	7/30/2025
SEATTLE TIMES	001.05.005.51420.541320.	Legal Notices	2025	7	INV	P	90.75	85266	93662	Ordinance 1305	3/5/2025	7/30/2025
ST AUDITOR	001.06.007.51423.541091.	State Auditor Services	2025	7	INV	P	3,058.00	85267	L166893	FY2022 - 2023 Audit Services - Feb 2025	3/10/2025	7/30/2025
ST AUDITOR	001.06.007.51423.541091.	State Auditor Services	2025	7	INV	P	208.50	85267	L168183	FY2022 - 2023 Audit Services - April 2025	5/9/2025	7/30/2025
ST AUDITOR	001.06.007.51423.541091.	State Auditor Services	2025	7	INV	P	278.00	85267	L169404	FY2022 - 2023 Audit Services - June 2025	7/10/2025	7/30/2025
TWSI	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	589.11	85268	33290	2 BBQ Plates for BBQ Grills	7/9/2025	7/30/2025
VENTILAT	401.19.039.53935.548000.	Repair & Maintenance Services	2025	7	INV	P	1,976.52	85269	65744	Vartored irrigation box at community park	7/10/2025	7/30/2025
WLACE	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	7	INV	P	70.89	85270	15315628	Pliers and Mixed Gas	7/9/2025	7/30/2025
WLACE	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	7	INV	P	99.24	85270	15315629	Trimmer line and pliers	7/9/2025	7/30/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$171,251.72

For claims warrants numbered 85271 through 85316 & dated 8/1/2025

AMZONCAP	001.05.005.51420.531000.	Office Supplies	2025	7	INV	P	37.52	85271	1WHM-LFJY-RX1X	Flash Drives & Badge Holders	7/15/2025	8/1/2025
AMZONCAP	001.09.014.52220.531910.	Operating Supplies	2025	7	INV	P	30.39	85271	1TX7-7GKF-MG6C	Energy bars, AAA Batteries, Toilet Bowl Cleaner	7/13/2025	8/1/2025
AMZONCAP	001.09.014.52220.531912.	EMS Supplies & Equipment	2025	7	INV	P	135.38	85271	1QXD-1RCG-GGHL	Bear Pepper Spray for self Defense 7.9 Oz - 2 Pack	7/14/2025	8/1/2025
AMZONCAP	001.09.014.52250.535210.	Office Furnishings	2025	7	INV	P	241.48	85271	14FV-34YJ-FH6K	Topass Metal Lockers for employees w/ keys, 71"	7/14/2025	8/1/2025
AMZONCAP	001.09.014.52250.548200.	Custodial & Cleaning Services	2025	7	INV	P	9.64	85271	1TX7-7GKF-MG6C	Energy bars, AAA Batteries, Toilet Bowl Cleaner	7/13/2025	8/1/2025
AMZONCAP	001.08.009.52122.531820.	Info Tech Components	2025	7	INV	P	32.75	85271	16XV-9WRC-L1RH	DVD RW External Drive	7/3/2025	8/1/2025
AMZONCAP	001.08.009.52122.531910.	Operating Supplies	2025	7	INV	P	92.82	85271	1Q3F-NDJ1-W4LG	679 J. Spears - lapel microphone and headset earpi	7/5/2025	8/1/2025
AMZONCAP	014.08.012.52122.531820.	Info Tech Components	2025	7	INV	P	32.75	85271	16XV-9WRC-L1RH	DVD RW External Drive	7/3/2025	8/1/2025
AMZONCAP	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	7	INV	P	241.20	85271	1VPD-3HWH-VDNK	Spools of trimmer line	7/8/2025	8/1/2025
AramSCO Inc	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	7	INV	P	818.43	85272	57097527.001	Pre Mark Handicap Kit	6/2/2025	8/1/2025
BUD CLARY CHEV-JEEP	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	7	INV	P	57,340.35	85273	10612	ER&R 25-26 Approved/Budgeted Asset 2 of 3	7/15/2025	8/1/2025
C.W. Nielsen	001.09.014.52220.531050.	Uniforms	2025	7	INV	P	375.65	85274	55092	Badges - 4 ordered	7/8/2025	8/1/2025
CCDC	401.18.037.53482.531500.	Water Treatment Chemicals	2025	7	INV	P	5,672.44	85275	928243	Ferric chloride for NWTP	7/10/2025	8/1/2025
CDW GOVT	001.03.003.51810.531820.	Info Tech Components	2025	7	INV	P	348.00	85276	QJ41296	HR- Heather Florida Monitors	3/25/2024	8/1/2025
Central Welding	001.09.014.52220.531910.	Operating Supplies	2025	7	INV	P	166.91	85277	0002432529	Oxygen USP Gas/Cylinder rental and Hazmat charge	7/11/2025	8/1/2025
Chinook Lumber	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	7	INV	P	274.79	85278	2128276	Concrete Tools	7/15/2025	8/1/2025
City of Sunnyside	001.08.009.52360.541505.	Jail Services - Sunnyside	2025	7	INV	P	1,984.50	85279	16308	Housing Fees June 2025	7/1/2025	8/1/2025
City of Sunnyside	001.08.009.52360.541505.	Jail Services - Sunnyside	2025	7	INV	P	21.05	85279	16317	Inmate Medications June 2025	7/1/2025	8/1/2025
City Wide	510.24.053.51850.548200.	Custodial & Cleaning Services	2025	7	INV	P	4,998.60	85280	STI015000168	July 25 Janitorial Monthly Cleaning Services	7/26/2025	8/1/2025
CL LLC	502.11.020.51888.545200.	Rent - Furniture & Equipment	2025	7	INV	P	1,441.44	85281	237538	Supplies for wide format plotter	5/29/2025	8/1/2025
CO	001.03.003.51810.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	57.93	85282	2365411-0	Janitorial Supplies - Whole Office	7/28/2025	8/1/2025
CO	001.15.034.55850.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	57.93	85282	2365411-0	Janitorial Supplies - Whole Office	7/28/2025	8/1/2025
CO	001.05.005.51420.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	57.93	85282	2365411-0	Janitorial Supplies - Whole Office	7/28/2025	8/1/2025
CO	001.07.008.55720.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	57.93	85282	2365411-0	Janitorial Supplies - Whole Office	7/28/2025	8/1/2025
CO	001.01.001.51310.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	57.93	85282	2365411-0	Janitorial Supplies - Whole Office	7/28/2025	8/1/2025
CO	001.06.007.51423.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	57.93	85282	2365411-0	Janitorial Supplies - Whole Office	7/28/2025	8/1/2025
CO	001.14.031.55860.531000.	Office Supplies	2025	7	INV	P	52.46	85282	2362626-0	Office Supplies	7/10/2025	8/1/2025
CO	001.14.031.55860.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	57.93	85282	2365411-0	Janitorial Supplies - Whole Office	7/28/2025	8/1/2025
CO	001.08.009.52121.531000.	Office Supplies	2025	7	INV	P	60.99	85282	2362659-0	32GB USB drives (10-pack)	7/11/2025	8/1/2025

CO	001.08.009.52122.531000.	Office Supplies	2025	7	INV	P	100.44	85282	2361607-0	Copy Paper	7/7/2025	8/1/2025
CO	001.08.009.52122.531000.	Office Supplies	2025	7	INV	P	60.99	85282	2362659-0	32GB USB drives (10-pack)	7/11/2025	8/1/2025
CO	001.08.009.52122.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	621.71	85282	2361606-0	Hand towels, Urinal mats, Trash can liners	7/7/2025	8/1/2025
CO	001.08.009.52122.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	82.18	85282	2361609-0	Toilet Bowl Cleaner	7/7/2025	8/1/2025
CO	001.08.009.52122.531910.	Operating Supplies	2025	7	INV	P	127.82	85282	2361983-0	3 gallon sharps containers for PD lobby kiosk	7/8/2025	8/1/2025
COPIERS NW	001.16.035.54264.545200.	Rent - Sign Laminator	2025	7	INV	P	35.87	85283	INV3021274	Plotter Lease Agreement	6/17/2025	8/1/2025
COPIERS NW	001.16.035.59142.577002.	Plotter/Laminator Lease	2025	7	INV	P	389.90	85283	INV3021274	Plotter Lease Agreement	6/17/2025	8/1/2025
CORPPAY	001.05.005.51420.541000.	Professional Svcs - General	2025	7	INV	P	225.00	85284	6/25 DD	City Credit Card D. Dean	6/23/2025	8/1/2025
CORPPAY	001.05.005.51420.542300.	Postage & Freight	2025	7	INV	P	5.25	85284	6/25 DD	City Credit Card D. Dean	6/23/2025	8/1/2025
CORPPAY	001.02.002.51160.543000.	Training & Travel	2025	7	INV	P	45.00	85284	6/25 DD	City Credit Card D. Dean	6/23/2025	8/1/2025
CORPPAY	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	1,321.24	85284	6/25 JH	City Credit Card J. Hamlin	6/23/2025	8/1/2025
CORPPAY	001.12.028.57680.549100.	City-Sponsored Expenses	2025	7	INV	P	31.60	85284	6/25 JH	City Credit Card J. Hamlin	6/23/2025	8/1/2025
DOE	403.22.050.53140.541080.	Environmental Services	2025	7	INV	P	67.00	85285	17900020524	For 2024 Hazardous Waste Program Fee	7/18/2025	8/1/2025
FIDELIS	502.11.021.51888.548860.	Hardware-Software Maintenance	2025	7	INV	P	1,244.88	85286	64322	MyGlue Annual Maintenance	7/1/2025	8/1/2025
HCI	402.20.040.53585.548000.	Repair & Maintenance Services	2025	7	INV	P	763.94	85287	14574830	Sensor Service	7/12/2025	8/1/2025
HD Fowler	402.20.045.53560.531300.	Repair & Maintenance Supplies	2025	7	INV	P	293.75	85288	17066209	Repair Old City Hall	7/15/2025	8/1/2025
Highland Products	310.12.604.59476.563009.	C Pk Sprayground - Construct	2025	7	INV	P	5,902.80	85289	310041922	New trash cans for Splashpad	6/17/2025	8/1/2025
Inter Cybernetics	001.16.035.54230.541000.	Professional Svcs - General	2025	7	INV	P	14,012.50	85290	250630-56	Pavement Condition Survey - June 2025	6/30/2025	8/1/2025
Jeff Hamlin	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	64.52	85291	RE J Hamlin 5/25	Reimb. J. Hamlin- Chlorine for Splash Pad 5/28/25	5/28/2025	8/1/2025
JOHNDEER	403.22.030.53190.531300.	Repair & Maintenance Supplies	2025	7	INV	P	772.14	85292	155004369-001	30 Tree Gator watering bags for new street tree	6/25/2025	8/1/2025
KC 710	001.08.009.55430.541521.	Animal Control Services	2025	7	INV	P	1,904.00	85293	2167476	Animal Control Services Usage 01/01/2024-12/31/25	7/9/2025	8/1/2025
KC 710	001.08.009.55430.541521.	Animal Control Services	2025	7	INV	P	27,843.00	85293	2167526	King County Regional Animal Control Services	7/8/2025	8/1/2025
Kissler	402.20.040.53580.548000.	Repair & Maintenance Services	2025	7	INV	P	2,299.33	85294	11729	Transport Biosolids	7/8/2025	8/1/2025
Kissler	402.20.040.53580.548000.	Repair & Maintenance Services	2025	7	INV	P	2,301.47	85294	11746	Transport Biosolids	7/15/2025	8/1/2025
LeMay Mobile	001.09.014.52220.531910.	Operating Supplies	2025	7	INV	P	37.50	85295	48946785185	Shredding Services	7/1/2025	8/1/2025
LEVEL3	502.11.020.51888.542000.	Telephone Service	2025	7	INV	P	2,380.28	85296	744246927	Monthly Telephone Service	7/1/2025	8/1/2025
Minuteman Press	401.18.037.53481.531000.	Office Supplies	2025	7	INV	P	212.20	85297	95444	June 2025 Utility Billing Printing/Folding	7/7/2025	8/1/2025
Minuteman Press	401.18.037.53481.549300.	Printing	2025	7	INV	P	288.13	85297	95444	June 2025 Utility Billing Printing/Folding	7/7/2025	8/1/2025
Minuteman Press	402.20.040.53580.531000.	Office Supplies	2025	7	INV	P	212.20	85297	95444	June 2025 Utility Billing Printing/Folding	7/7/2025	8/1/2025
Minuteman Press	402.20.040.53580.549300.	Printing	2025	7	INV	P	288.15	85297	95444	June 2025 Utility Billing Printing/Folding	7/7/2025	8/1/2025
Minuteman Press	403.22.050.53130.531000.	Office Supplies	2025	7	INV	P	212.20	85297	95444	June 2025 Utility Billing Printing/Folding	7/7/2025	8/1/2025
Minuteman Press	403.22.050.53130.549300.	Printing	2025	7	INV	P	288.15	85297	95444	June 2025 Utility Billing Printing/Folding	7/7/2025	8/1/2025
N&S Tractor	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	722.87	85298	IN22621	Replacement cutting edge #310 case backhoe	7/29/2025	8/1/2025
Natural Selection	402.20.040.53580.548000.	Repair & Maintenance Services	2025	7	INV	P	346.31	85299	8111	Recycle BUF Service	7/15/2025	8/1/2025
Natural Selection	402.20.040.53580.548000.	Repair & Maintenance Services	2025	7	INV	P	2,186.52	85299	8133	Recycle BUF Service	7/15/2025	8/1/2025
NB AUTOG	001.08.009.52150.531300.	Repair & Maintenance Supplies	2025	7	INV	P	52.89	85300	072557	Cleaning Wipes	7/7/2025	8/1/2025
PB 179	001.13.000.51890.542300.	Postage & Freight	2025	7	INV	P	36.81	85301	3321023038	PB Postage Machine Lease	7/9/2025	8/1/2025
PB 179	001.13.000.59118.577001.	P-B Postage Machine Lease	2025	7	INV	P	535.92	85301	3321023038	PB Postage Machine Lease	7/9/2025	8/1/2025
POA	502.11.020.51888.545200.	Rent - Furniture & Equipment	2025	7	INV	P	2.87	85302	8C24086-9	Monthly Administration Printer Lease	6/25/2025	8/1/2025
POA	502.11.020.51888.545200.	Rent - Furniture & Equipment	2025	7	INV	P	1.93	85302	8C24585-8	Monthly Administration Printer Lease	6/25/2025	8/1/2025
POA	502.11.020.59118.577004.	Copiers/Printers Lease Prin	2025	7	INV	P	31.19	85302	8C24086-9	Monthly Administration Printer Lease	6/25/2025	8/1/2025
POA	502.11.020.59118.577004.	Copiers/Printers Lease Prin	2025	7	INV	P	20.93	85302	8C24585-8	Monthly Administration Printer Lease	6/25/2025	8/1/2025
POWERDMS	502.11.021.51888.531800.	Department Software	2025	7	INV	P	5,708.41	85303	INV-140591	Fire Department Reporting Software	7/15/2025	8/1/2025
PSRFA	501.23.051.54868.548000.	Repair & Maintenance Services	2025	7	INV	P	6,322.09	85304	15209	Fire Apparatus Repair and Service July25 Monthly	7/10/2025	8/1/2025
PSTEST	001.08.009.52110.549200.	Dues-Subscriptions-Memberships	2025	7	INV	P	232.00	85305	2025-577	Subscription Fees Apr 2025 - June 2025	7/7/2025	8/1/2025
RH2	402.20.019.53510.541000.	Professional Svcs - General	2025	7	INV	P	1,271.00	85306	102154	On Call Support Ops	7/11/2025	8/1/2025
ROBERT HALF	001.06.007.51423.541190.	Temporary Agency Personnel	2025	7	INV	P	2,732.40	85307	65182767	M. Barnett - Payroll Specialist Support	7/15/2025	8/1/2025
TYLERTEC	350.13.023.59418.541000.	Professional Svcs - General	2025	7	INV	P	1,400.00	85308	045-526284	Tyler Consulting Services	6/18/2025	8/1/2025
ULI	001.08.009.52122.522400.	LEOFF I Retiree Med & Premiums	2025	7	INV	P	85.50	85309	2025-08	Group Insurance Premium	7/18/2025	8/1/2025
ULINE	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	2,737.39	85310	194342219	Toilet Paper for Public Restrooms	6/18/2025	8/1/2025
UULC	401.18.037.53481.541000.	Professional Svcs - General	2025	7	INV	P	98.15	85311	5060235	Locate notifications for June 2025	6/30/2025	8/1/2025
VALLEYD	001.13.117.51591.541111.	Public Defender Services	2025	7	INV	P	6,650.00	85312	June-2025	Public defense services - Snoqualmie cases-June	7/2/2025	8/1/2025
VERIZ FD	401.19.039.53935.542000.	Telephone Service	2025	7	INV	P	375.16	85313	6116181227	Monthly Cell Modem Service	6/16/2025	8/1/2025
WCIA	001.06.007.51423.543000.	Training & Travel	2025	7	INV	P	50.00	85314	200580	No Show Training Fee - Drew Bouta	7/9/2025	8/1/2025
WESTPAY	001.08.009.52110.549200.	Dues-Subscriptions-Memberships	2025	7	INV	P	238.39	85315	852181322	Clear research database monthly fee - June 1-30-25	7/1/2025	8/1/2025
WLACE	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	125.78	85316	15315652	Trash Cans	7/11/2025	8/1/2025
WLACE	401.19.039.53935.531300.	Repair & Maintenance Supplies	2025	7	INV	P	37.02	85316	15315659	Wire connectors and clamp	7/14/2025	8/1/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$2,117.88

For claims warrants numbered 85317 through 85317 & dated 8/5/2025

US Postmaster	401.18.037.53481.542300.	Postage & Freight	2025	8	INV	P	705.96	85317	8/25	Postage UB	Utility Bill Mailing- July Bill	8/1/2025	8/5/2025
US Postmaster	402.20.040.53580.542300.	Postage & Freight	2025	8	INV	P	705.96	85317	8/25	Postage UB	Utility Bill Mailing- July Bill	8/1/2025	8/5/2025
US Postmaster	403.22.050.53130.542300.	Postage & Freight	2025	8	INV	P	705.96	85317	8/25	Postage UB	Utility Bill Mailing- July Bill	8/1/2025	8/5/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$416,399.99

For claims warrants numbered 85318 through 85380 & dated 8/7/2025

American Promotional	633.00.000.58930.589307.	Fireworks Permit Bond Remit	2025	7	INV	P	600.00	85318	Deposit Rfd 8/4/25	Firewks permit bond remitt-213 Rlrd, 34828 Douglas	8/4/2025	8/7/2025
AMZONCAP	001.01.001.51310.531000.	Office Supplies	2025	7	INV	P	30.50	85319	16NV-W37X-7RD1	Dividers	7/23/2025	8/7/2025
AMZONCAP	001.13.000.51810.531080.	First Aid Cabinet Supplies	2025	7	INV	P	22.51	85319	1W3Q-341W-C1XX	Lens wipes for employee First Aid supplies	6/15/2025	8/7/2025
AMZONCAP	001.13.000.51810.531080.	First Aid Cabinet Supplies	2025	7	INV	P	10.91	85319	1YJJ-H6C9-WFDD	Aspirin for employee First Aid supplies	6/17/2025	8/7/2025
AMZONCAP	001.14.031.55860.531000.	Office Supplies	2025	7	INV	P	4.36	85319	16TH-MTR1-F4JN	T-pins for hanging maps on cubicle walls	7/16/2025	8/7/2025
AMZONCAP	001.08.009.52122.531000.	Office Supplies	2025	7	INV	P	10.36	85319	14WX-1VRR-7L36	Disposable plastic tweezers (30)	7/18/2025	8/7/2025
AMZONCAP	014.08.012.52122.531000.	Office Supplies	2025	7	INV	P	16.54	85319	1R6L-LKR6-DV6K	654 S. Tye - scan stamp	7/17/2025	8/7/2025
AMZONCAP	402.20.040.53580.535900.	Small Tools & Equipment	2025	7	INV	P	193.68	85319	1FXT-QD7M-CRLY	Blower Battery Operated for Panels	7/10/2025	8/7/2025
AMZONCAP	502.11.021.51888.531820.	Info Tech Components	2025	7	INV	P	41.34	85319	17KR-PHCH-GM11	Brother PJ 822 PD Vehicle Printer AC Adapter	6/30/2025	8/7/2025
AMZONCAP	502.11.021.51888.531820.	Info Tech Components	2025	7	INV	P	36.47	85319	1KYN-DJMD-9JHP	Phone Case for FD On-Duty Phone Upgrade	7/16/2025	8/7/2025
AMZONCAP	502.11.021.51888.531820.	Info Tech Components	2025	7	INV	P	74.58	85319	1LXV-Q1R4-HD1L	Spare Batteries for Alarm Panels	2/4/2025	8/7/2025
AMZONCAP	502.11.021.51888.531820.	Info Tech Components	2025	7	INV	P	9.81	85319	1XLH-TH4X-D4V3	15ft USB Printer Cable for Lawyer Printer	2/4/2025	8/7/2025
ANGELARM	001.08.009.52122.531050.	Uniforms & Protective Gear	2025	7	INV	P	723.38	85320	INV14361	C. Smith armor carrier	6/25/2025	8/7/2025
ANGELARM	014.08.012.52122.531050.	Uniforms & Protective Gear	2025	7	INV	P	723.38	85320	INV14361	C. Smith armor carrier	6/25/2025	8/7/2025
AquaQuip	001.12.071.57680.531300.	Rep & Maint Supplies - SplashP	2025	7	INV	P	458.09	85321	1664960-2	Chlorine for Splashpad	7/18/2025	8/7/2025
AramSCO Inc	001.16.035.54230.548000.	Repair & Maintenance Services	2025	7	INV	P	3,645.97	85322	57156090.001	TYPE II BARRICADE PLASTIC	7/2/2025	8/7/2025
ATWORK	001.12.028.57680.548150.	Landscaping Services	2025	7	INV	P	19,334.82	85323	PS-INV106083	Mini Parks, June 2025	6/30/2025	8/7/2025
ATWORK	001.12.028.57680.548150.	Landscaping Services	2025	7	INV	P	22,237.61	85323	PS-INV106084	ROW Snoqualmie Pkwy, Tokul, Northern	6/30/2025	8/7/2025
BERK Consulting	001.03.003.51310.541000.	Professional Svcs - General	2025	7	INV	P	17,645.16	85324	11081-06-25	Strategic Planning 6/1-6/30 period	7/17/2025	8/7/2025
BUD CLARY CHEV-JEEP	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	7	INV	P	57,340.35	85325	10608	ER&R 25-26 Approved/Budgeted asset 3 of 3 pickup r	7/16/2025	8/7/2025
CDW GOVT	502.11.021.51888.531820.	Info Tech Components	2025	7	INV	P	2,178.27	85326	AB6KB55	Lenovo ThinkPad P14s Laptop Replacement	11/20/2024	8/7/2025
CENLINK	502.11.020.51888.542000.	Telephone Service	2025	7	INV	P	105.00	85327	333555664	Snoq Police/Dispatch land line - Jul 09 - Aug 08	7/9/2025	8/7/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	7	INV	P	736.63	85328	300568001 6/25	Monthly Telephone Service	6/20/2025	8/7/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	7	INV	P	91.20	85328	300570848 6/25	Monthly Telephone Service	6/20/2025	8/7/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	7	INV	P	627.39	85328	300571491 6/25	Monthly Telephone Service	6/20/2025	8/7/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	7	INV	P	134.61	85328	300573862 6/25	Monthly Telephone Service	6/20/2025	8/7/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	7	INV	P	213.11	85328	300576080 6/25	Monthly Telephone Service	6/20/2025	8/7/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	7	INV	P	46.75	85328	402478791 6/25	Monthly Telephone Service	6/20/2025	8/7/2025
CIVICPLU	502.11.021.51888.531800.	Department Software	2025	7	INV	P	7,331.94	85329	339761	Municode Codification Meetings	8/12/2025	8/7/2025
COB	502.11.027.51888.549900.	ePlan Fees (eCityGov)	2025	7	INV	P	2,259.52	85330	53082	Q2 2025 MBP Subscription	7/9/2025	8/7/2025
DAVDOOR	001.12.028.57680.548000.	Repair & Maintenance Services	2025	7	INV	P	645.51	85331	INV0010087	3 Shop doors, door seals and adjustment	5/8/2025	8/7/2025
DC Farms Forestry	001.16.035.54230.548000.	Repair & Maintenance Services	2025	7	INV	P	4,156.80	85332	1148	John Deere Boom Shoulder Mowing Services	7/14/2025	8/7/2025
DOE	403.22.050.53145.541050.	Engineering Services	2025	7	INV	P	8,984.00	85333	25-RS-WAR045718-1	For 2025 SAM Water Quality Program Fee	5/15/2025	8/7/2025
ESRI	502.11.021.51888.548860.	Hardware-Software Maintenance	2025	7	INV	P	13,451.26	85334	900047966	Basic Lease Payment ArcGIS	6/27/2025	8/7/2025
Evergreen Courier LL	402.20.040.53585.542300.	Postage & Freight	2025	7	INV	P	342.00	85335	000313	Courier Service Samples to Lab	7/7/2025	8/7/2025
Evergreen Ford	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	1,202.45	85336	5217300	Repair Parts and Service exhaust tube assemblies	7/16/2025	8/7/2025
First Responder	001.09.014.52220.531050.	Uniforms	2025	7	INV	P	167.90	85337	20555-4	Class A uniform tailor- Lasswell	6/26/2025	8/7/2025
FISHERSC	402.20.040.53580.531050.	Uniforms & Protective Gear	2025	7	INV	P	472.26	85338	1480492	Gloves	6/6/2025	8/7/2025
FISHERSC	402.20.040.53580.531050.	Uniforms & Protective Gear	2025	7	INV	P	418.79	85338	1480493	Gloves	6/6/2025	8/7/2025
GRAINGER	402.20.040.53580.531050.	Uniforms & Protective Gear	2025	7	INV	P	5.70	85339	9548536797	Gloves for Staff	6/23/2025	8/7/2025
GRAINGER	402.20.040.53580.531050.	Uniforms & Protective Gear	2025	7	INV	P	96.41	85339	9550038369	Gloves for Staff	6/23/2025	8/7/2025
GRAINGER	402.20.040.53580.531050.	Uniforms & Protective Gear	2025	7	INV	P	494.93	85339	9559258851	Gloves for Staff	7/1/2025	8/7/2025
GRAINGER	402.20.040.53580.531050.	Uniforms & Protective Gear	2025	7	INV	P	367.56	85339	9559258869	Gloves for staff	7/1/2025	8/7/2025
GRAINGER	402.20.040.53580.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	310.50	85339	9548310169	Locker Room Supplies	6/20/2025	8/7/2025
GRAINGER	402.20.040.53580.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	216.38	85339	9554837527	Cleaning Supplies	6/26/2025	8/7/2025
GRAINGER	402.20.040.53580.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	208.48	85339	9554837535	Cleaning Supplies	6/26/2025	8/7/2025
HCI	402.20.040.53585.531510.	Laboratory Supplies	2025	7	INV	P	176.56	85340	14558623	Nitrate Testing	6/27/2025	8/7/2025
HD Supply Facil Main	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	7	INV	P	84.46	85341	9238605201	Hand soap refills city hall	7/3/2025	8/7/2025
IHK	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	2,537.11	85342	1622P	shelf replacement wheel/Tire assemblies	7/24/2025	8/7/2025
IHK	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	3,901.31	85342	78338W	Replacement bucket and cutting edge	7/24/2025	8/7/2025
JENKINS	403.22.050.53140.548000.	Repair & Maintenance Services	2025	7	INV	P	1,268.50	85343	25367	Illicit Connection (IC) Cleanup of 2 catch basins	6/30/2025	8/7/2025
K&L Gates	001.04.004.51541.541100.	Outside Legal Services - Gen	2025	7	INV	P	955.51	85344	100194994	Legal Advice Snoqualmie Tribe Agreements	7/18/2025	8/7/2025
Katherine Ross	001.01.001.51310.543000.	Training & Travel	2025	7	INV	P	53.90	85345	RE K. Ross 6/25	Sound Cities Association Board Meeting	7/24/2025	8/7/2025
KC 500-1	001.13.112.56600.544800.	KC Liquor-Substance Abuse Svcs	2025	7	INV	P	1,035.86	85346	2167614	Q1 2025 Liquor Excise Tax	7/22/2025	8/7/2025

KC RADIO	001.08.009.52150.542100.	Cellular Telephone	2025	7	INV	P	96.56	85347	INV-WO001690	King County Radio -1 Hour Tech Time	6/11/2025	8/7/2025
KC RADIO	014.08.012.52150.542100.	Cellular Telephone	2025	7	INV	P	96.55	85347	INV-WO001690	King County Radio -1 Hour Tech Time	6/11/2025	8/7/2025
KC REC O	401.18.019.53410.549010.	Filing & Recording Fees	2025	7	INV	P	108.00	85348	072025 UB Liens	Claim of Liens	7/16/2025	8/7/2025
Kissler	402.20.040.53580.548000.	Repair & Maintenance Services	2025	7	INV	P	2,299.33	85349	11723	Transport Biosolids to BUF	6/30/2025	8/7/2025
LOLM	001.13.117.51541.541110.	Public Prosecutor Services	2025	7	INV	P	6,302.00	85350	June 2025	Snoqualmie Prosecutor - June 2025	6/30/2025	8/7/2025
MA	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	2,454.40	85351	183871	Consultant fees for Snoqualmie Valley Health Ctr	3/13/2025	8/7/2025
MA	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	3,655.00	85351	184388	Consultant fees for Snoqualmie Valley Health Ctr	4/7/2025	8/7/2025
MA	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	2,407.60	85351	185781	Consultant fees for Snoqualmie Valley Health Ctr	5/15/2025	8/7/2025
MA	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	1,411.80	85351	187197	Consultant fees for Snoqualmie Valley Health Ctr	7/9/2025	8/7/2025
MACDMILL	510.24.053.51820.548000.	Repair & Maintenance Services	2025	7	INV	P	7,713.62	85352	JC102242	HVAC Service and Repair/progress billing for shop	5/21/2025	8/7/2025
MACDMILL	510.24.053.51820.548000.	Repair & Maintenance Services	2025	7	INV	P	15,427.23	85352	JC103037	HVAC Service and Repair/progress billing for shop	6/27/2025	8/7/2025
MCMMASTER	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	99.94	85353	48419792	Stainless Steel Hex Drive	7/8/2025	8/7/2025
MCMMASTER	402.20.045.53565.531300.	Repair & Maintenance Supplies	2025	7	INV	P	1,207.78	85353	46885466	Parts to Repair Odor Control Systems	6/9/2025	8/7/2025
MCMMASTER	402.20.040.53580.531050.	Uniforms & Protective Gear	2025	7	INV	P	322.82	85353	46906605	Gloves	6/9/2025	8/7/2025
MCMMASTER	402.20.040.53580.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	267.54	85353	46504481	Lamp Replacements	6/2/2025	8/7/2025
Michael Liebetrau	001.08.009.52110.542300.	Postage & Freight	2025	7	INV	P	10.79	85354	RE M. Liebetrau 7/25	US Postage & Shipping Fees	7/14/2025	8/7/2025
MONROECC	403.22.050.53130.548000.	Repair & Maintenance Services	2025	7	INV	P	944.85	85355	MCC2506.0099	Stormwater Pond Vegetation Maintenance, Chipping,	7/9/2025	8/7/2025
NB CHEVY	501.23.051.54868.548000.	Repair & Maintenance Services	2025	7	INV	P	1,052.74	85356	CTCS46042	#35 pw power steering pump and interior clean	7/23/2025	8/7/2025
NELSON	402.20.040.53580.531300.	Repair & Maintenance Supplies	2025	7	INV	P	447.22	85357	762674	Valve to repair truck	6/12/2025	8/7/2025
NHC	001.14.031.55860.541000.	Professional Svcs - General	2025	7	INV	P	310.00	85358	32602	General drainage questions. On-call services	2/18/2025	8/7/2025
NHC	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	620.00	85358	32461	SV Health Center Drainage Reviews -On-call service	1/14/2025	8/7/2025
NHC	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	1,100.00	85358	32655	RES2024-065 Maple Street DADU. On-call services	2/20/2025	8/7/2025
NHC	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	1,627.50	85358	33022	SITE2025-0001 SVHC Drainage Reviews	4/25/2025	8/7/2025
Perteet Eng	001.14.031.55860.541040.	Engineering Services	2025	7	INV	P	2,462.50	85359	00023042.0013-3	Task 2401 CG2024-0003 Reclaimed Water Distribution	2/6/2025	8/7/2025
Perteet Eng	001.14.032.55860.541040.	Engineering Services	2025	7	INV	P	21,220.35	85359	00023042.0000-252	Tasks 2508, 2509, 2538, 2546	5/14/2025	8/7/2025
PLATT	402.20.045.53565.531300.	Repair & Maintenance Supplies	2025	7	INV	P	290.52	85360	6F09608	LS 2 Repair	7/2/2025	8/7/2025
PLATT	402.20.040.53580.531300.	Repair & Maintenance Supplies	2025	7	INV	P	491.63	85360	6K37061	Lighting Repairs	7/3/2025	8/7/2025
PROCOM LLC	001.03.003.51810.541000.	Professional Svcs - General	2025	7	INV	P	288.00	85361	141017	DOT OTHER DRUG TEST 4 Employee's	5/31/2025	8/7/2025
PT	401.18.037.53481.548000.	Repair & Maintenance Services	2025	7	INV	P	2,904.72	85362	11854	Labor for pump pulled at Jacobia pump station	6/30/2025	8/7/2025
PWC	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	7	INV	P	267.47	85363	WP072181	Hand pumps	7/2/2025	8/7/2025
RH2	001.14.032.55860.541040.	Engineering Services	2025	7	INV	P	7,549.13	85364	101916	SVH utility connection consultation	6/19/2025	8/7/2025
RH2	401.18.019.53410.541000.	Professional Svcs - General	2025	7	INV	P	1,442.53	85364	101823	Services during bidding and construction	6/13/2025	8/7/2025
RH2	402.20.019.53510.541000.	Professional Svcs - General	2025	7	INV	P	1,442.52	85364	101823	Services during bidding and construction	6/13/2025	8/7/2025
RH2	417.13.455.59435.541060.	Eagle Lake Reclam Design	2025	7	INV	P	39,224.54	85364	101823	Services during bidding and construction	6/13/2025	8/7/2025
ROBERT HALF	001.06.007.51423.541190.	Temporary Agency Personnel	2025	7	INV	P	2,185.92	85365	65203490	M. Barnett - Payroll Specialist Support	7/22/2025	8/7/2025
SCORE	001.08.009.52360.541504.	Jail Services - SCORE	2025	7	INV	P	11,169.51	85366	8748	SCORE booking, housing, and medical services	7/10/2025	8/7/2025
Sean Aragon	001.28.061.57320.541000.	Professional Svcs - General	2025	7	INV	P	800.00	85367	071025	Music in the Park Sound System 7/10/25	7/10/2025	8/7/2025
SHI INT	502.11.021.51888.548860.	Hardware-Software Maintenance	2025	7	INV	P	44,892.94	85368	B19997755	Windows Server Licensing Renewal 2025-2027	7/14/2025	8/7/2025
SUMMIT LAW	001.03.003.51810.541120.	Legal Finance Consulting Svcs	2025	7	INV	P	402.00	85369	164988	Employment Advice	7/18/2025	8/7/2025
SUMMIT LAW	001.03.003.51810.541120.	Legal Finance Consulting Svcs	2025	7	INV	P	510.00	85369	164989	Teamster 763	7/18/2025	8/7/2025
SUMMIT LAW	001.03.003.51810.541120.	Legal Finance Consulting Svcs	2025	7	INV	P	3,584.10	85369	164990	IAFF Negotiations	7/18/2025	8/7/2025
SUMMIT LAW	001.03.003.51810.541420.	HR-Related Services	2025	7	INV	P	3,032.20	85369	164917	Anti-Harassment training for the City	7/18/2025	8/7/2025
Sunbelt Rentals	402.20.040.53580.545200.	Rent - Furniture & Equipment	2025	7	INV	P	772.77	85370	170714904-0001	Rent Tools for Sewer Pipe Repair	6/30/2025	8/7/2025
Tom DeSanto	001.12.028.57680.531910.	Operating Supplies	2025	7	INV	P	15,420.24	85371	17145	Flower hanging baskets	5/20/2025	8/7/2025
TYLERTEC	350.13.023.59418.541000.	Professional Svcs - General	2025	7	INV	P	2,347.20	85372	045-529146	Tyler Consulting Services	7/10/2025	8/7/2025
ULINE	403.22.030.53190.531300.	Repair & Maintenance Supplies	2025	7	INV	P	63.72	85373	195389635	Orange vests with mesh for hot weather and street	7/16/2025	8/7/2025
URNW	401.18.037.53481.545100.	Rent - Shop Equipment	2025	7	INV	P	1,146.60	85374	235589951-014	monthly truck rental	7/12/2025	8/7/2025
USAB	401.18.037.53482.531300.	Repair & Maintenance Supplies	2025	7	INV	P	873.99	85375	INV00738293	PH probe	6/13/2025	8/7/2025
UULC	402.20.045.53560.541000.	Professional Svcs - General	2025	7	INV	P	92.75	85376	5060234	811 Notification Services	6/30/2025	8/7/2025
VENTILAT	402.20.045.53560.548801.	Clean Sewer Collection System	2025	7	INV	P	10,417.68	85377	65736	Clean Pipes for CCTV Billing Audit	7/7/2025	8/7/2025
VENTILAT	402.20.045.53560.548801.	Clean Sewer Collection System	2025	7	INV	P	7,136.22	85377	65738	CCTV Billing Audit	7/7/2025	8/7/2025
VERIZCS	402.20.045.53565.542010.	Cellular Telephone	2025	7	INV	P	1,512.14	85378	6116756792	m2m Communications	6/23/2025	8/7/2025
VERIZCS	502.11.020.51888.542010.	Cellular Telephone	2025	7	INV	P	6,239.35	85378	9937423684	Unpaid Invoice for Monthly Cellular Service	6/16/2025	8/7/2025
VERIZCS	502.11.020.51888.542010.	Cellular Telephone	2025	7	CRM	P	-3,009.80	85378	9937423684-Adjust	Adjustments for Practice of Paying Current Amount	6/16/2025	8/7/2025
VFG	001.14.031.55860.541000.	Professional Svcs - General	2025	7	INV	P	475.00	85379	450679	Timber Trails Plat; Parcel S-14 Project	4/30/2025	8/7/2025
WLACE	001.12.028.57680.531520.	Agricultural Supplies	2025	7	INV	P	52.35	85380	15315697	Rose/Flower Food, Fertilizer for Hanging Basket	7/16/2025	8/7/2025
WLACE	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	7	INV	P	111.81	85380	15315739	Meding brace, concrete mix, bulk fasteners	7/21/2025	8/7/2025
WLACE	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	7	INV	P	165.74	85380	15315668	8 Chimney rod sections for inspecting sediment	7/14/2025	8/7/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$30,899.61

For claims warrants numbered 85381 through 85383 & dated 8/8/2025

PSRFA	501.23.051.54868.548000.	Repair & Maintenance Services	2025	7	INV	P	207.43	85381	13220	Fire Apparatus repair & service- Fire Trng vehicle	3/17/2025	8/8/2025
SW	001.09.014.52250.535900.	Small Tools & Equipment	2025	7	INV	P	691.28	85382	INV45169	Survivor 120V/100V AC/12DC- Orange X4	7/30/2025	8/8/2025
VFG	001.14.031.55860.541000.	Professional Svcs - General	2025	7	INV	P	459.00	85383	449607	Retail Waivers and Historic Downtown Retail Code A	2/24/2025	8/8/2025
VFG	001.14.031.55860.541000.	Professional Svcs - General	2025	7	INV	P	1,479.00	85383	450077	Retail waivers & downtown retail code amendments	3/20/2025	8/8/2025
VFG	001.14.031.55860.541000.	Professional Svcs - General	2025	7	INV	P	50.00	85383	450678	NW Railway Museum Roundhouse Rezone/Dvlp. Agreeemnt	4/30/2025	8/8/2025
VFG	001.14.031.55860.541000.	Professional Svcs - General	2025	7	INV	P	331.50	85383	450682	Retail waivers & downtown retail code amendments	4/30/2025	8/8/2025
VFG	001.14.031.55860.541000.	Professional Svcs - General	2025	7	INV	P	3,819.45	85383	451177	Retail Waivers and Historic Downtown Retail Code	5/30/2025	8/8/2025
VFG	001.14.031.55860.541000.	Professional Svcs - General	2025	7	INV	P	867.00	85383	451367	Retail Waivers and Historic Downtown Retail Code	6/11/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	325.00	85383	449140	Timber Trails Plat - Task Order #10	1/23/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	850.00	85383	449142	SVH Snoqualmie Ridge II Parcel S21	1/23/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	350.00	85383	449602	Timber Trails Plat - Task Order #10	2/24/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	225.00	85383	449605	SVH Parcel S21-PAR, Site plan and Bldg permit	2/24/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	275.00	85383	450074	Timber Trails Plat - Task Order #10	3/20/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	1,975.00	85383	450075	SVH Parcel S21-PAR, Site plan and Bldg permit	3/20/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	5,600.00	85383	450680	SVH Parcel S21-PAR, Site plan and Bldg permit	4/30/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	5,569.95	85383	451175	SVH Parcel S21-PAR, Site plan and Bldg permit	5/30/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	750.00	85383	451193	Timber Trails Plat - Task Order #10	5/30/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	1,175.00	85383	451364	Timber Trails Plat - Task Order #10	6/11/2025	8/8/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	5,900.00	85383	451365	SVH Parcel S21-PAR, Site plan and Bldg permit	6/11/2025	8/8/2025

City of Snoqualmie**Claims presented to the City to be paid in the amount of \$490,459.09****For claims warrants numbered 85384 through 85437 & dated 8/13/2025**

AHBL, Inc.	001.14.031.55860.541000.	Professional Svcs - General	2025	7	INV	P	8,407.97	85384	153206	On-Call Planning Land Use Planning Services	6/30/2025	8/13/2025
AMZONCAP	001.03.003.51810.531000.	Office Supplies	2025	7	INV	P	22.23	85385	1FR6-WG1V-4DQ4	Manilla File Folders	7/23/2025	8/13/2025
AMZONCAP	001.10.017.52560.531910.	Operating Supplies	2025	7	INV	P	63.91	85385	1YWD-YXLJ-LMKR	Floor cleaner and soap, copy paper	5/7/2025	8/13/2025
AMZONCAP	001.06.007.51423.531000.	Office Supplies	2025	7	INV	P	21.45	85385	14CM-LUL7-4NGH	Ergonomic Mouse-wireless bluetooth	6/4/2025	8/13/2025
AMZONCAP	001.09.014.52220.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	472.53	85385	1YWD-YXLJ-LMKR	Floor cleaner and soap, copy paper	5/7/2025	8/13/2025
AMZONCAP	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	79.82	85385	1DHK-KMLQ-C31G	Waterproof notebook & pen for use at splashpad	7/24/2025	8/13/2025
AMZONCAP	402.20.045.53560.531300.	Repair & Maintenance Supplies	2025	7	INV	P	100.43	85385	1DD7-MHWT-NGCM	Repair Flow Meter Echo Glen	7/18/2025	8/13/2025
AMZONCAP	402.20.040.53580.531300.	Repair & Maintenance Supplies	2025	7	INV	P	14.65	85385	13K6-KM3T-PCWW	Warning light for SCADA system	6/12/2025	8/13/2025
AMZONCAP	402.20.040.53580.531300.	Repair & Maintenance Supplies	2025	7	INV	P	16.37	85385	14TL-MYH3-KPFF	Warning light for onsite alarm system	6/9/2025	8/13/2025
AMZONCAP	402.20.040.53580.531340.	Custodial & Cleaning Supplies	2025	7	INV	P	567.20	85385	1C3K-1LC9-DLCD	Supplies for insect control	6/11/2025	8/13/2025
AquaQuip	001.12.071.57680.531300.	Rep & Maint Supplies - SplashP	2025	7	INV	P	458.10	85386	1666253-1	Liquid Chlorine 15 Gal	7/25/2025	8/13/2025
Arete Law Group PLLC	001.04.004.51541.541100.	Outside Legal Services - Gen	2025	7	INV	P	8,475.00	85387	9106	Snoqualmie vs North Bend	6/24/2025	8/13/2025
ASPECT	001.14.032.55860.541000.	Professional Svcs - General	2025	7	INV	P	2,040.00	85388	628179	Tree removal consulting svcs to 5/4/2025	5/14/2025	8/13/2025
ATWORK	001.12.028.57680.548150.	Landscaping Services	2025	8	INV	P	2,999.01	85389	PS-INV106082	Facilities landscape maintenance June	6/30/2025	8/13/2025
AWCCOBRA	001.08.009.52122.522200.	Medical-Dental-Vision Benefits	2025	7	INV	P	690.86	85390	Aug-2025	COBRA Payment for Pamela Mandery	7/28/2025	8/13/2025
AWCCOBRA	014.08.012.52122.522200.	Medical-Dental-Vision Benefits	2025	7	INV	P	372.00	85390	Aug-2025	COBRA Payment for Pamela Mandery	7/28/2025	8/13/2025
BRAUN	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	7	INV	P	1,142.13	85391	7353383	Placards and Placard Holders #601 KME Fire Truck	7/28/2025	8/13/2025
CALPORTL	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	287.72	85392	96843442	Sand for concrete panel replacement at police dept	7/14/2025	8/13/2025
CCDC	401.18.037.53482.531500.	Water Treatment Chemicals	2025	8	INV	P	5,552.82	85393	929701	Bulk salt for NW Treatment Plant	7/24/2025	8/13/2025
Chinook Lumber	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	8	INV	P	632.73	85394	2130262	Cedar split rail fence post and cedar rail fence	7/22/2025	8/13/2025
Chinook Lumber	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	8	INV	P	1,180.63	85394	2131367	Cedar split rail fence post and cedar rail fence	7/25/2025	8/13/2025
CRESSY	510.24.053.51820.548000.	Repair & Maintenance Services	2025	8	INV	P	1,593.23	85395	209975	P Wks shop bay door photo eye replacemt/svc doors	7/25/2025	8/13/2025
DC Farms Forestry	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	3,127.22	85396	1157	John Deere Boom Shoulder Mowing Services	7/24/2025	8/13/2025
DC Farms Forestry	401.18.037.53481.548000.	Repair & Maintenance Services	2025	7	INV	P	3,258.46	85396	1161	brush cutting of winery road and above shop	7/24/2025	8/13/2025
Evergreen Ford	501.23.051.54868.531301.	Repair Parts	2025	8	INV	P	286.58	85397	5217793	Repair parts and service rear taillamp assembly	7/31/2025	8/13/2025
Ferguson Water Works	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	387.16	85398	0089579	Communication tool for meter interrogation	7/31/2025	8/13/2025
HD Fowler	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	7	INV	P	1,186.96	85399	17076575	locks for meter setters	7/24/2025	8/13/2025
HD Fowler	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	7	INV	P	85.08	85399	17076577	Hole Tapping Saw	7/24/2025	8/13/2025
IHK	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	7	INV	P	16,571.65	85400	78241W	replacement mower ER&R 2025-26 Budgeted	7/1/2025	8/13/2025
IHK	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	7	INV	P	13,028.52	85400	78346W	replacement mower ER&R 2025-26 budgeted #409 mower	7/24/2025	8/13/2025
IHK	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	7	INV	P	13,530.21	85400	78347W	replacement mower ER&R 2025-26 budgeted 60" mower	7/24/2025	8/13/2025
KC 710	001.16.035.54250.541070.	Bridge Inspection Fees	2025	7	INV	P	3,450.75	85401	134013-143013	Disc Bridge Inspection - 6/30/25	6/30/2025	8/13/2025
KONECRAN	510.24.053.51820.548000.	Repair & Maintenance Services	2025	8	INV	P	1,959.39	85402	163021040	Overhead lifting Crane L&I inspections & repair	7/31/2025	8/13/2025
Les Schwab Tires	501.23.051.54868.548000.	Repair & Maintenance Services	2025	7	INV	P	183.24	85403	36300754797	demount, mount, balance, disposal 4 supplied tires	7/29/2025	8/13/2025
Minuteman Press	001.14.031.55860.549300.	Printing	2025	7	INV	P	54.87	85404	95555	Business Cards for New Employees	7/23/2025	8/13/2025
NB AUTOG	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	152.09	85405	075170	Pry bars	7/31/2025	8/13/2025

NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	225.31	85405 071504	Glass cleaner 19 oz., Brake Parts Cleaner	6/26/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	111.15	85405 072069	Anti-Freeze	7/1/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	110.97	85405 072150	Hose Clamps	7/2/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	366.10	85405 072273	18 Month Warranty Battery	7/3/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	54.67	85405 072539	New Water Pump	7/7/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	99.20	85405 072609	Def Fluid	7/7/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	11.51	85405 072691	Fog Light Connector	7/8/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	226.48	85405 072692	V-Bel, Safe T-Stat, New Water Pump	7/8/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	23.74	85405 072698	Headlight Pigtail	7/8/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	259.75	85405 072797	4 Cycle SEF Gallon	7/9/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	348.07	85405 072798	NAPA Adaptive One Coated Brake	7/9/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	73.53	85405 072799	MAPP Pro Gas Cylinder, Trigger Torch	7/9/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	351.21	85405 072890	NAPA Adaptive One Front Right, Core Deposit	7/10/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	71.22	85405 073058	Headlight pigtail	7/11/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	237.62	85405 073163	HL95-4180 Kit	7/12/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	32.49	85405 073254	STIHL Wrench	7/13/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	1,028.07	85405 073444	Core Deposit, battery	7/15/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	130.48	85405 073574	Fuel Oil Mix, Spark Plug	7/16/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	224.59	85405 073588	Battery. Rover Light	7/16/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	672.46	85405 073700	Box Uwssl-69	7/17/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	202.94	85405 073808	1 Gal Hand Sprayer, Lamp, Degreaser, Microfiber	7/18/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	77.10	85405 074059	Spark Plug	7/21/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	101.23	85405 074171	Air Filter, Fuel Pump	7/22/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	76.04	85405 074186	Grease	7/22/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	230.16	85405 074214	HYD Hose Fittings, Hose, Hydraulic Hose Press	7/22/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	131.06	85405 074297	Hose, Female JTC 37 Flare, Patch	7/23/2025	8/13/2025
NB AUTOG	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	302.56	85405 074560	Backup Camera Kit	7/25/2025	8/13/2025
NB CHEVY	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	8.73	85406 14675	Seatbelt extension chev pickup	7/30/2025	8/13/2025
NRS	001.09.014.52250.548000.	Repair & Maintenance Services	2025	7	INV	P	163.75	85407 1717444	Repair Service, Leak Testing and Patching	5/6/2025	8/13/2025
OTAK	001.14.031.55860.541080.	Environmental Services	2025	7	INV	P	157.50	85408 000022500184	032703.X00 Snoqualmie Critical Areas Review	3/10/2025	8/13/2025
Paratex Pest	402.20.040.53580.548200.	Custodial & Cleaning Services	2025	7	INV	P	382.20	85409 310476	Rodent Control Services	5/13/2025	8/13/2025
Paratex Pest	402.20.040.53580.548200.	Custodial & Cleaning Services	2025	7	INV	P	382.20	85409 310477	Rodent Control Services	6/10/2025	8/13/2025
Pease & Sons, Inc	417.13.454.59435.563000.	WRF Improve Construction	2025	8	INV	P	106,457.18	85410 8056-10	Construc equip submtl, demolition work, June 2025	6/27/2025	8/13/2025
Pease & Sons, Inc	417.13.454.59435.563000.	WRF Improve Construction	2025	8	INV	P	144,989.34	85410 8056-11	Kimball LS incld. structural, electrical, mech	8/5/2025	8/13/2025
PLATT	402.20.040.53580.531300.	Repair & Maintenance Supplies	2025	7	INV	P	140.11	85411 0025501	Repair WRF Panel	7/10/2025	8/13/2025
POA	502.11.020.51888.545200.	Rent - Furniture & Equipment	2025	8	INV	P	137.66	85412 CSQ-3023	Monthly Printer Lease	6/25/2025	8/13/2025
POA	502.11.020.59118.577004.	Copiers/Printers Lease Prin	2025	8	INV	P	1,552.91	85412 CSQ-3023	Monthly Printer Lease	6/25/2025	8/13/2025
Power Systems West	501.23.051.54868.548000.	Repair & Maintenance Services	2025	7	INV	P	1,116.13	85413 SI2540002245	Major PM Gen set G-12 Fire station	7/25/2025	8/13/2025
Power Systems West	501.23.051.54868.548000.	Repair & Maintenance Services	2025	7	INV	P	2,124.19	85413 SI2540002256	Major PM Gen set G-2 Kimbal Creek 450kw	7/25/2025	8/13/2025
Power Systems West	501.23.051.54868.548000.	Repair & Maintenance Services	2025	7	INV	P	8,536.17	85413 SI2540002257	Water pump Failure and repair Gen set G-7 fairway	7/25/2025	8/13/2025
PSE	401.19.039.53935.547100.	Electricity	2025	8	INV	P	303.15	85414 436232 4/24 Adj	Account number 220018436232	4/3/2024	8/13/2025
PSE	401.19.039.53935.547100.	Electricity	2025	8	INV	P	28.96	85414 436232 5/24 Adj	Account number 220018436232	5/9/2024	8/13/2025
PWC	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	208.24	85415 WP073298	Battery for locator	7/29/2025	8/13/2025
RH2	001.14.032.55860.541040.	Engineering Services	2025	7	INV	P	1,871.39	85416 101946	SVH utility connect consult Casino sewer flow	6/19/2025	8/13/2025
RH2	402.20.019.53510.541000.	Professional Svcs - General	2025	7	INV	P	2,961.74	85416 101946	SVH utility connect consult Casino sewer flow	6/19/2025	8/13/2025
ROBERT HALF	001.06.007.51423.541190.	Temporary Agency Personnel	2025	7	INV	P	2,732.40	85417 65225753	M. Barnett - Payroll Specialist Support	7/28/2025	8/13/2025
RODARTE	417.13.416.59435.563000.	384th St - Const	2025	7	INV	P	81,966.70	85418 10	For 384th Ave Sewer Construction	7/29/2025	8/13/2025
Siren Net	501.23.051.54868.531301.	Repair Parts	2025	7	INV	P	672.95	85419 0284427	Seat cover replacements chev	7/25/2025	8/13/2025
Siren Net	501.23.051.54868.531301.	Repair Parts	2025	8	INV	P	894.36	85419 0284510	Replcmt led safety light controller & light heads	7/30/2025	8/13/2025
Siren Net	501.23.051.54868.531301.	Repair Parts	2025	8	INV	P	1,476.82	85419 0284534	#109 vs Elk replacement LED internal light bar	7/31/2025	8/13/2025
SOLV	001.07.008.55720.531000.	Office Supplies	2025	7	INV	P	59.50	85420 444079	W-2 Processing Docs & Transmittal	12/13/2024	8/13/2025
SPOK	401.19.039.53935.542000.	Telephone Service	2025	7	INV	P	29.81	85421 J03038785	Monthly irrigation pager service	7/15/2024	8/13/2025
STERICYCLE	001.09.014.52220.541000.	Professional Svcs - General	2025	7	INV	P	10.36	85422 8011388582	Medical disposal Services	7/11/2025	8/13/2025
UFS/BART	403.22.030.53190.541000.	Professional Svcs - General	2025	8	INV	P	1,650.00	85423 2025-1717	Update criteria of tree replacement priority list	7/25/2025	8/13/2025
ULINE	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	4,710.58	85424 195511353	Scott Bath Tissue, Deluxe Paper Towels	7/18/2025	8/13/2025
VECT	502.11.021.51888.531800.	Department Software	2025	7	INV	P	1,092.73	85425 INV117874	Vector Check It (Rig Inventory Software) for 2025	7/1/2025	8/13/2025
VERIZCS	502.11.020.51888.542010.	Cellular Telephone	2025	8	INV	P	8,333.69	85426 6118695273	Monthly Cellular Telephone Service	7/16/2025	8/13/2025
VISIONQ	510.24.053.51820.548000.	Repair & Maintenance Services	2025	7	INV	P	775.00	85427 002109	Window and louver cleaning City Hall and Police	7/21/2025	8/13/2025
VISIONQ	510.24.053.51820.548000.	Repair & Maintenance Services	2025	7	INV	P	275.00	85427 002110	Window and louver cleaning City Hall and Police	7/21/2025	8/13/2025
Water Mgmt Group	401.19.039.53935.541000.	Professional Svcs - General	2025	7	INV	P	14,794.98	85428 21862	August 2025 maxicom monitoring fee and irrigation	7/21/2025	8/13/2025
Water Mgmt Labs	401.18.037.53481.541000.	Professional Svcs - General	2025	7	INV	P	30.00	85429 230180	June 2025 Arsenic Sample	7/7/2025	8/13/2025

Western Fire Chiefs	001.03.003.51810.541420.	HR-Related Services	2025	7	INV	P	575.00	85430	1076	Firefighter job posting	7/24/2025	8/13/2025
WLACE	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	8	INV	P	57.77	85431	15315700	Adhesive for decals- catch basins/Caulk gun, knife	7/17/2025	8/13/2025
WLACE	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	8	INV	P	59.94	85431	15315771	Adhesive for "don't pollute" decals -catch basins	7/23/2025	8/13/2025
WLACE	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	8	INV	P	27.26	85431	15315847	Fence staples for stormwater pond fence repairs	7/29/2025	8/13/2025
WLACE	403.22.030.53190.531300.	Repair & Maintenance Supplies	2025	8	INV	P	42.54	85431	15315772	Filing kit for chainsaw chains	7/23/2025	8/13/2025
WLACE	403.22.030.53190.531300.	Repair & Maintenance Supplies	2025	8	INV	P	49.72	85431	15315787	Batteries for range finder, machete	7/24/2025	8/13/2025
WLACE	403.22.030.53190.531300.	Repair & Maintenance Supplies	2025	8	INV	P	109.08	85431	15315821	Bear (cougar) spray for Tree risk assessment	7/28/2025	8/13/2025
WLACE	403.22.030.53190.531300.	Repair & Maintenance Supplies	2025	8	INV	P	59.96	85431	15315857	Neem oil for aphid treatment, Adhesive for signs	7/30/2025	8/13/2025
WLACE	403.22.030.53190.531300.	Repair & Maintenance Supplies	2025	8	INV	P	52.35	85431	15315863	2 gallon sprayers for treating aphids-street trees	7/30/2025	8/13/2025
WLACE	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	8	INV	P	45.79	85431	15315782	Paint supplies fire station bunker storage room	7/24/2025	8/13/2025
WLACE	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	8	INV	P	120.57	85431	15315792	Bee spray for facility bee issues	7/24/2025	8/13/2025
Dimartino	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	7	INV	P	504.00	85432	Payroll 7/7/2025	Life/AD&D- Fire	7/7/2025	8/13/2025
IAFF - Political	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	7	INV	P	4.18	85433	Payroll 7/7/2025	IAFF Payroll Contribution	7/7/2025	8/13/2025
IAFF Local 1762	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	7	INV	P	3,876.30	85434	Payroll 7/7/2025	Fire Dues July 2025	7/7/2025	8/13/2025
SNOQ POLICE ASSN	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	7	INV	P	1,900.00	85435	Payroll 7/7/2025	Police Dues- July	7/7/2025	8/13/2025
WSCFF	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	7	INV	P	1,200.00	85436	Payroll 7/7/2025	Medical Expense Reimb. Program- Fire	7/7/2025	8/13/2025
WSPMT	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	7	INV	P	1,218.00	85437	Payroll 7/7/2025	Long Term Disability- Police	7/7/2025	8/13/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$441,046.48

For claims warrants numbered 85439 through 85446 & dated 8/14/2025

BCFH	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	8	INV	P	211,231.49	85439	3SM693	Approved asset replacement-#236 service body truck	8/1/2025	8/14/2025
COS BD	417.13.455.59435.541060.	Eagle Lake Reclam Design	2025	8	INV	P	37,278.88	85440	COM2025-025	Comm Devlp commercial bldg permit review	7/8/2025	8/14/2025
DAVDOOR	001.12.028.57680.548000.	Repair & Maintenance Services	2025	8	INV	P	361.69	85441	INV0013155	Chase room door, installed new cylinder	7/15/2025	8/14/2025
DAVDOOR	001.12.028.57680.548000.	Repair & Maintenance Services	2025	8	INV	P	324.33	85441	INV0013156	Adjusted electric strike and lockset	7/15/2025	8/14/2025
Evergreen Ford	501.23.051.54868.548000.	Repair & Maintenance Services	2025	8	INV	P	1,467.98	85442	6313633	Replace broken gear selector/body cntrl Police PU	8/4/2025	8/14/2025
RH2	417.13.454.59435.541040.	WRF Improve Const Mgmt	2025	8	INV	P	62,705.64	85443	101131	WRF closeout, SCADA, ARC Fish Anal, Kimball review	5/2/2025	8/14/2025
RH2	417.13.454.59435.541040.	WRF Improve Const Mgmt	2025	8	INV	P	17,637.89	85443	101603	Finalize Arc Flash, Kimball revw, as-built, SCADA	6/3/2025	8/14/2025
Water Mgmt Labs	401.18.037.53481.541000.	Professional Svcs - General	2025	8	INV	P	450.00	85444	230665	July 2025 bacteria sample testing	7/26/2025	8/14/2025
WLACE	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	8	INV	P	269.40	85445	15315874	Moss rmvr solution/sprayer for hose tower-Fire St.	7/31/2025	8/14/2025
Teamsters	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	7	INV	P	4,845.00	85446	Payroll 7/22/2025	Teamsters Dues- July	7/22/2025	8/14/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$248,433.92

For claims warrants numbered 85447 through 85448 & dated 8/15/2025

CORPPAY	001.05.005.51420.541000.	Professional Svcs - General	2025	7	INV	P	262.50	85447	7/25 DD	City Credit Card D. Dean	7/23/2025	8/15/2025
CORPPAY	001.05.005.51420.542300.	Postage & Freight	2025	7	INV	P	6.80	85447	7/25 DD	City Credit Card D. Dean	7/23/2025	8/15/2025
CORPPAY	001.07.008.55720.549200.	Dues-Subscriptions-Memberships	2025	7	INV	P	229.45	85447	7/25 DM	City Credit Card D. McCall	7/23/2025	8/15/2025
CORPPAY	001.02.002.51160.543000.	Training & Travel	2025	7	INV	P	45.00	85447	7/25 DD	City Credit Card D. Dean	7/23/2025	8/15/2025
CORPPAY	001.10.017.52560.531910.	Operating Supplies	2025	7	INV	P	130.61	85447	7/25 MB	City Credit Card M. Bailey	7/23/2025	8/15/2025
CORPPAY	001.10.017.52560.535900.	Small Tools & Equipment	2025	7	INV	P	87.68	85447	7/25 MB	City Credit Card M. Bailey	7/23/2025	8/15/2025
CORPPAY	001.28.056.57120.531900.	Miscellaneous Supplies	2025	7	INV	P	9.56	85447	7/25 NW	City Credit Card N. Wiebe	7/23/2025	8/15/2025
CORPPAY	001.28.056.57120.543000.	Training & Travel	2025	7	INV	P	450.00	85447	7/25 NW	City Credit Card N. Wiebe	7/23/2025	8/15/2025
CORPPAY	001.28.061.57320.531900.	Miscellaneous Supplies	2025	7	INV	P	180.45	85447	7/25 NW	City Credit Card N. Wiebe	7/23/2025	8/15/2025
CORPPAY	001.01.001.51310.543000.	Training & Travel	2025	7	INV	P	1,361.60	85447	7/25 MC	City Credit Card M. Chambless	7/23/2025	8/15/2025
CORPPAY	001.01.001.51310.549100.	City-Sponsored Expenses	2025	7	INV	P	13.30	85447	7/25 KR	City Credit Card Katherine Ross	7/23/2025	8/15/2025
CORPPAY	001.06.007.51423.549200.	Dues-Subscriptions-Memberships	2025	7	INV	P	1,999.00	85447	7/25 FIN	City Credit Card Finance Dept.	7/23/2025	8/15/2025
CORPPAY	001.09.014.52210.531040.	Prof Books Maps & Manuals	2025	7	INV	P	92.83	85447	7/25 CB	City Credit Card C. Brown	7/28/2025	8/15/2025
CORPPAY	001.09.014.52210.549100.	City-Sponsored Expenses	2025	7	INV	P	61.06	85447	7/25 CB	City Credit Card C. Brown	7/28/2025	8/15/2025
CORPPAY	001.09.014.52210.549100.	City-Sponsored Expenses	2025	7	INV	P	107.58	85447	7/25 MB	City Credit Card M. Bailey	7/23/2025	8/15/2025
CORPPAY	001.09.014.52245.543000.	Training & Travel	2025	7	INV	P	285.00	85447	7/25 CB	City Credit Card C. Brown	7/28/2025	8/15/2025
CORPPAY	001.09.014.52245.543000.	Training & Travel	2025	7	INV	P	285.00	85447	7/25 MB	City Credit Card M. Bailey	7/23/2025	8/15/2025
CORPPAY	001.09.014.52245.543000.	Training & Travel	2025	7	INV	P	500.00	85447	7/25 SM	City Credit Card S. Mendoza-Martinez	7/23/2025	8/15/2025
CORPPAY	001.12.028.57680.531000.	Office Supplies	2025	7	INV	P	8.39	85447	7/25 JQ	City Credit Card J. Quade	7/23/2025	8/15/2025
CORPPAY	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	985.06	85447	7/25 JH	City Credit Card J. Hamlin	7/23/2025	8/15/2025
CORPPAY	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	7	INV	P	517.83	85447	7/25 JQ	City Credit Card J. Quade	7/23/2025	8/15/2025
CORPPAY	001.14.031.55860.543000.	Training & Travel	2025	7	INV	P	298.66	85447	7/25 CD	City Credit Card Comm Devlp.	7/23/2025	8/15/2025
CORPPAY	001.14.031.55860.543000.	Training & Travel	2025	7	INV	P	45.00	85447	7/25 MD	City Credit Card M. Davis	7/23/2025	8/15/2025
CORPPAY	001.14.031.55860.549200.	Dues-Subscriptions-Memberships	2025	7	INV	P	123.69	85447	7/25 MD	City Credit Card M. Davis	7/23/2025	8/15/2025
CORPPAY	001.08.009.52110.541000.	Professional Svcs - General	2025	7	INV	P	72.90	85447	7/25 GH	City Credit Card G. Horejsi	7/23/2025	8/15/2025

CORPPAY	001.08.009.52110.542300.	Postage & Freight	2025	7	INV	P	2.04	85447	7/25 ML	City Credit Card M. Libetreau	7/23/2025	8/15/2025
CORPPAY	001.08.009.52110.549100.	City-Sponsored Expenses	2025	7	INV	P	1,297.86	85447	7/25 M. Black	City Credit Card M. Black	7/23/2025	8/15/2025
CORPPAY	001.08.009.52122.531050.	Uniforms & Protective Gear	2025	7	INV	P	21.78	85447	7/25 M. Black	City Credit Card M. Black	7/23/2025	8/15/2025
CORPPAY	001.08.009.52122.531050.	Uniforms & Protective Gear	2025	7	INV	P	146.33	85447	7/25 ML	City Credit Card M. Libetreau	7/23/2025	8/15/2025
CORPPAY	001.08.009.52122.541000.	Professional Svcs - General	2025	7	INV	P	2.63	85447	7/25 M. Black	City Credit Card M. Black	7/23/2025	8/15/2025
CORPPAY	001.08.009.52140.543000.	Training & Travel	2025	7	INV	P	41.05	85447	7/25 M. Black	City Credit Card M. Black	7/23/2025	8/15/2025
CORPPAY	012.13.115.57320.531910.	Operating Supplies	2025	7	INV	P	74.08	85447	7/25 NW	City Credit Card N. Wiebe	7/23/2025	8/15/2025
CORPPAY	012.13.115.57320.541000.	Arts Program Services	2025	7	INV	P	300.00	85447	7/25 NW	City Credit Card N. Wiebe	7/23/2025	8/15/2025
CORPPAY	014.08.012.52122.531050.	Uniforms & Protective Gear	2025	7	INV	P	21.78	85447	7/25 M. Black	City Credit Card M. Black	7/23/2025	8/15/2025
CORPPAY	014.08.012.52122.531050.	Uniforms & Protective Gear	2025	7	INV	P	146.32	85447	7/25 ML	City Credit Card M. Libetreau	7/23/2025	8/15/2025
CORPPAY	014.08.012.52140.543000.	Training & Travel	2025	7	INV	P	46.68	85447	7/25 M. Black	City Credit Card M. Black	7/23/2025	8/15/2025
CORPPAY	401.18.037.53481.523300.	Reimb - Dues, Licenses & Cert	2025	7	INV	P	87.00	85447	7/25 JQ	City Credit Card J. Quade	7/23/2025	8/15/2025
CORPPAY	401.18.037.53481.531000.	Office Supplies	2025	7	INV	P	8.38	85447	7/25 JQ	City Credit Card J. Quade	7/23/2025	8/15/2025
CORPPAY	402.20.040.53580.531000.	Office Supplies	2025	7	INV	P	8.39	85447	7/25 JQ	City Credit Card J. Quade	7/23/2025	8/15/2025
CORPPAY	501.23.051.54868.531000.	Office Supplies	2025	7	INV	P	8.38	85447	7/25 JQ	City Credit Card J. Quade	7/23/2025	8/15/2025
CORPPAY	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	7	INV	P	190.81	85447	7/25 DH	City Credit Card D. Harris	7/23/2025	8/15/2025
CORPPAY	502.11.021.51888.542300.	Postage & Freight	2025	7	INV	P	311.04	85447	7/25 IT	City Credit Card IT Dept	7/23/2025	8/15/2025
CORPPAY	502.11.021.51888.548860.	Hardware-Software Maintenance	2025	7	INV	P	-70.20	85447	7/25 IT	City Credit Card IT Dept	7/23/2025	8/15/2025
CORPPAY	502.11.020.51888.541030.	Info Tech Services	2025	7	INV	P	821.16	85447	7/25 IT	City Credit Card IT Dept	7/23/2025	8/15/2025
CORPPAY	502.11.020.51888.542000.	Telephone Service	2025	7	INV	P	1,633.17	85447	7/25 FL	City Credit Card F. Lacroix	7/23/2025	8/15/2025
CORPPAY	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	7	INV	P	305.23	85447	7/25 DH	City Credit Card D. Harris	7/23/2025	8/15/2025
PROSPECT	417.13.457.59435.563000.	Class A Res & Pump Sta - Const	2025	8	INV	P	48,059.19	85448	Pay estimate #1	Mobilization, install of temp. facil, erosion ctrl	6/3/2025	8/15/2025
PROSPECT	417.13.457.59435.563000.	Class A Res & Pump Sta - Const	2025	8	INV	P	184,564.11	85448	Pay estimate #2	Moblz, clear/grub, Util potholling, mater submit	7/29/2025	8/15/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$857,911.51

For claims warrants numbered 85449 through 85474 & dated 8/18/2025

AMZONCAP	001.14.031.55860.549100.	City-Sponsored Expenses	2025	8	INV	P	715.29	85449	1WTL-R6Q1-9DMX	Reusable Tote Bags-Climate Element Commerce Grant	7/29/2025	8/18/2025
AMZONCAP	401.18.037.53481.531000.	Office Supplies	2025	8	INV	P	10.91	85449	197X-VLGL-DL4Q	Bluetooth Hearing Protection/USB Adapters	8/4/2025	8/18/2025
AMZONCAP	401.18.037.53481.531050.	Uniforms & Protective Gear	2025	8	INV	P	65.51	85449	197X-VLGL-DL4Q	Bluetooth Hearing Protection/USB Adapters	8/4/2025	8/18/2025
AMZONCAP	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	8	INV	P	10.36	85449	1M7G-QDVC-T9QQ	"Authorized Personnel Only" signs for City Hall	7/26/2025	8/18/2025
Central Welding	001.09.014.52220.531910.	Operating Supplies	2025	8	INV	P	166.91	85450	0002449845	Oxygen USP Gas/Hazmat charge	7/31/2025	8/18/2025
CO	001.03.003.51810.531000.	Office Supplies	2025	8	INV	P	90.87	85451	2366297-0	Office Supplies- whole office	7/31/2025	8/18/2025
CO	001.15.034.55850.531000.	Office Supplies	2025	8	INV	P	90.87	85451	2366297-0	Office Supplies- whole office	7/31/2025	8/18/2025
CO	001.05.005.51420.531000.	Office Supplies	2025	8	INV	P	90.87	85451	2366297-0	Office Supplies- whole office	7/31/2025	8/18/2025
CO	001.07.008.55720.531000.	Office Supplies	2025	8	INV	P	90.87	85451	2366297-0	Office Supplies- whole office	7/31/2025	8/18/2025
CO	001.01.001.51310.531000.	Office Supplies	2025	8	INV	P	90.87	85451	2366297-0	Office Supplies- whole office	7/31/2025	8/18/2025
CO	001.06.007.51423.531000.	Office Supplies	2025	8	INV	P	90.87	85451	2366297-0	Office Supplies- whole office	7/31/2025	8/18/2025
CO	001.14.031.55860.531000.	Office Supplies	2025	8	INV	P	90.87	85451	2366297-0	Office Supplies- whole office	7/31/2025	8/18/2025
Constance McCoy	001.09.014.52270.549020.	Other Taxes/Fees/Misc Expenses	2025	8	INV	P	115.69	85452	2043	EMS Refund - Patient overpaid	8/4/2025	8/18/2025
CORED	001.09.014.52210.549210.	KCEMS Reimbursable Services	2025	8	INV	P	2,422.00	85453	FTI0000864	Mobile Integrated Health Program Q2 2025	7/31/2025	8/18/2025
CSOSV	001.13.125.56700.549400.	Encompass	2025	8	INV	P	22,500.00	85454	2nd Half HS Fund 25	Human services Funding- Second Half of 2025	8/4/2025	8/18/2025
FOI	501.23.051.54868.548000.	Repair & Maintenance Services	2025	8	INV	P	305.48	85455	18650	Rear LED light repair #101police pu	8/4/2025	8/18/2025
FOY	001.13.125.56700.549410.	Friends of Youth	2025	8	INV	P	15,000.00	85456	2nd Half HS Fund 25	Human Services Funding- Second Half of 2025	8/4/2025	8/18/2025
Hanse Chung	001.09.014.52270.549020.	Other Taxes/Fees/Misc Expenses	2025	8	INV	P	73.14	85457	1580	EMS Refund - Patient overpaid	8/4/2025	8/18/2025
LNCS	001.09.014.52250.535900.	Small Tools & Equipment	2025	8	INV	P	213.66	85458	INV972506	42" Pick and shovel combination tool	7/25/2025	8/18/2025
LOUEDGE	001.07.008.55720.541000.	Professional Svcs - General	2025	8	INV	P	300.00	85459	COS-080125-B	Headshots/retouches, Sign design, newsletter	8/1/2025	8/18/2025
LOUEDGE	001.07.008.55720.541060.	Design Services	2025	8	INV	P	950.00	85459	COS-080125-B	Headshots/retouches, Sign design, newsletter	8/1/2025	8/18/2025
LOUEDGE	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	975.00	85459	COS-080125-B	Headshots/retouches, Sign design, newsletter	8/1/2025	8/18/2025
LOUEDGE	001.08.009.52122.541000.	Professional Svcs - General	2025	8	INV	P	100.00	85459	COS-080125-B	Headshots/retouches, Sign design, newsletter	8/1/2025	8/18/2025
Miller's Equip & Ren	001.28.061.57320.545000.	Operating Rentals & Leases	2025	8	INV	P	2,526.89	85460	434005	Music in the Park stage/canopy rental 7/24	7/25/2025	8/18/2025
NB AUTOG	001.09.014.52250.531301.	Repair Parts	2025	8	INV	P	19.77	85461	074673	Pop Rivet Kit	7/26/2025	8/18/2025
PRE-EMPL	001.03.003.51810.541000.	Professional Svcs - General	2025	8	INV	P	31.30	85462	391107	Background checks for 2 new hires	7/31/2025	8/18/2025
PROSPECT	417.13.457.59435.563000.	Class A Res & Pump Sta - Const	2025	8	INV	P	670,249.04	85463	Pay estimate #3	Mobilize, excavate, main install, materials	8/15/2025	8/18/2025
PSE	001.10.017.52560.547100.	Electricity	2025	8	INV	P	162.53	85464	257959 7/25	Account number 200011257959	7/3/2025	8/18/2025
PSE	001.09.014.52250.547100.	Electricity	2025	8	INV	P	1,462.72	85464	257959 7/25	Account number 200011257959	7/3/2025	8/18/2025
PSE	001.16.035.54263.547100.	Electricity	2025	8	INV	P	9,872.78	85464	001499 7/25 #2	Account number 300000001499	7/3/2025	8/18/2025
RH2	417.13.457.59435.563000.	Class A Res & Pump Sta - Const	2025	8	INV	P	43,513.47	85465	102153	Construction engineering services	7/10/2025	8/18/2025
Sunbelt Rentals	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	26.12	85466	171924977-0001	HP Ultra 2-cycle engine oil	7/23/2025	8/18/2025
SV FOOD BANK	001.13.125.56510.549400.	Snoqualmie Valley Food Bank	2025	8	INV	P	27,500.00	85467	2nd Half HS Fund 25	Human Services Funding- Second Half of 2025	8/4/2025	8/18/2025
SV School Dist	014.08.012.52122.532100.	Gasoline/Diesel Fuel	2025	8	INV	P	2,893.67	85468	8666	Fleet and NB Police Fuel	8/5/2025	8/18/2025

SV School Dist	501.23.051.54868.532100.	Gasoline/Diesel Fuel	2025	8	INV	P	14,825.26	85468 8666	Fleet and NB Police Fuel	8/5/2025	8/18/2025
SVCN	001.13.125.56700.549420.	Empower Youth Network	2025	8	INV	P	23,562.00	85469 2nd Half HS Fund 25	Human Services Funding- Second Half of 2025	8/4/2025	8/18/2025
SVSS	001.13.125.56540.549410.	Snoqualmie Valley Shelter	2025	8	INV	P	15,000.00	85470 2nd Half HS Fund 25	Human Services Funding- Second Half of 2025	8/4/2025	8/18/2025
SYSTEMS DESIGN W	001.09.014.52270.541090.	BLS Customer Billing Services	2025	8	INV	P	812.30	85471 20252494	June EMS Billing	7/31/2025	8/18/2025
VFG	001.14.032.55860.541000.	Professional Svcs - General	2025	8	INV	P	127.50	85472 449146	Snoqualmie River Trail Processing- Task Order #39	1/23/2025	8/18/2025
WCFR	001.09.014.52250.531301.	Repair Parts	2025	8	INV	P	627.90	85473 82948-432	PTR50 Carry Handle	7/14/2025	8/18/2025
WLACE	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	40.54	85474 15315797	Wasp/Hornet kill, atlas nitrile glove	7/25/2025	8/18/2025
WLACE	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	8	INV	P	8.72	85474 15315816	Concrete mix	7/28/2025	8/18/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$204,613.92

For claims warrants numbered 85475 through 85486 & dated 8/26/2025

Arete Law Group PLLC	001.04.004.51541.541100.	Outside Legal Services - Gen	2025	8	INV	P	6,992.49	85475 9244	Legal Services Snoqualmie Vs. North Bend	7/15/2025	8/26/2025
CDW GOVT	502.11.021.51888.548860.	Hardware-Software Maintenance	2025	8	INV	P	91,345.80	85476 AE4615A	DarkTrace Annual Maintenance Year 4	6/6/2025	8/26/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	8	INV	P	736.38	85477 300568001 7/25	Monthly Telephone Service	7/20/2025	8/26/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	8	INV	P	91.18	85477 300570848 7/25	Monthly Telephone Service	7/20/2025	8/26/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	8	INV	P	638.22	85477 300571491 7/25	Monthly Telephone Service	7/20/2025	8/26/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	8	INV	P	134.34	85477 300573862 7/25	Monthly Telephone Service	7/20/2025	8/26/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	8	INV	P	213.00	85477 300576080 7/25	Monthly Telephone Service	7/20/2025	8/26/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	8	INV	P	46.73	85477 402478791 7/25	Monthly Telephone Service	7/20/2025	8/26/2025
CENTURYLINK	502.11.020.51888.542000.	Telephone Service	2025	8	INV	P	1,653.11	85477 411746240 7/25	Monthly Telephone Service	7/20/2025	8/26/2025
COS	001.09.014.52250.547300.	Water - Sewer - Stormwater	2025	8	INV	P	948.41	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	001.13.000.51820.547300.	Water - Sewer - Stormwater	2025	8	INV	P	85.48	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	001.12.028.57680.547300.	Water - Sewer - Stormwater	2025	8	INV	P	31,044.67	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	001.08.009.52150.547300.	Water - Sewer - Stormwater	2025	8	INV	P	1,104.04	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	001.16.035.54230.547300.	Water - Sewer - Stormwater	2025	8	INV	P	4,269.32	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	001.16.035.54270.547300.	Water - Sewer - Stormwater	2025	8	INV	P	263.93	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	401.18.037.53481.547300.	Water - Sewer - Stormwater	2025	8	INV	P	964.82	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	401.19.039.53935.547300.	Water - Sewer - Stormwater	2025	8	INV	P	271.93	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	402.20.040.53580.547300.	Water - Sewer - Stormwater	2025	8	INV	P	11,825.26	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	403.22.050.53130.547300.	Water - Sewer - Stormwater	2025	8	INV	P	6,439.99	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
COS	510.24.053.51820.547300.	Water - Sewer - Stormwater	2025	8	INV	P	6,774.92	85478 UB 6/25	City of Snoqualmie Utility Billing for 6/25	7/1/2025	8/26/2025
CTV	001.10.017.52560.531910.	Operating Supplies	2025	8	INV	P	10.29	85479 B406166	Toggle Bolt, WASHR, Eye Bolt	7/5/2025	8/26/2025
CTV	001.09.014.52220.531340.	Custodial & Cleaning Supplies	2025	8	INV	P	16.37	85479 B405677	LG Work Glove	6/29/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	49.76	85479 B405512	Assorted repair & maintenance supplies	6/27/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	28.36	85479 B405516	Assorted repair & maintenance supplies	6/27/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	14.19	85479 B405785	Assorted repair & maintenance supplies	6/30/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	54.56	85479 B406108	Assorted repair & maintenance supplies	7/4/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	40.90	85479 B40613	Assorted repair & maintenance supplies	7/3/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	16.37	85479 B406410	Assorted repair & maintenance supplies	7/8/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	58.88	85479 B406531	Assorted repair & maintenance supplies	7/10/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	58.37	85479 B406568	Assorted repair & maintenance supplies	7/11/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	58.95	85479 B406858	Assorted repair & maintenance supplies	7/14/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	38.15	85479 B407514	Assorted repair & maintenance supplies	7/22/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	63.33	85479 B407550	Assorted repair & maintenance supplies	7/23/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	51.29	85479 B407561	Assorted repair & maintenance supplies	7/23/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	29.29	85479 B407588	Assorted repair & maintenance supplies	7/23/2025	8/26/2025
CTV	001.12.028.57680.531300.	Repair & Maintenance Supplies	2025	8	INV	P	13.30	85479 B407631	Assorted repair & maintenance supplies	7/24/2025	8/26/2025
CTV	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	8	INV	P	14.15	85479 B405766	Assorted repair & maintenance supplies	6/30/2025	8/26/2025
CTV	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	8	INV	P	13.08	85479 B405960	Assorted repair & maintenance supplies	7/2/2025	8/26/2025
CTV	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	8	INV	P	30.55	85479 B406977	Assorted repair & maintenance supplies	7/16/2025	8/26/2025
CTV	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	8	INV	P	66.23	85479 B406984	Assorted repair & maintenance supplies	7/16/2025	8/26/2025
CTV	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	8	INV	P	96.01	85479 B407653	Assorted repair & maintenance supplies	7/24/2025	8/26/2025
CTV	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	37.10	85479 B405867	Assorted repair & maintenance supplies	7/1/2025	8/26/2025
CTV	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	41.46	85479 B406002	Assorted repair & maintenance supplies	7/3/2025	8/26/2025
CTV	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	10.13	85479 B406562	Assorted repair & maintenance supplies	7/11/2025	8/26/2025
CTV	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	9.27	85479 B406819	Assorted repair & maintenance supplies	7/14/2025	8/26/2025
CTV	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	8.18	85479 B406937	Assorted repair & maintenance supplies	7/15/2025	8/26/2025
CTV	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	8	INV	P	39.28	85479 B407643	Assorted repair & maintenance supplies	7/24/2025	8/26/2025
CTV	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	8	INV	P	27.05	85479 B406380	Assorted repair & maintenance supplies	7/8/2025	8/26/2025
CTV	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	8	INV	P	9.82	85479 B406442	Assorted repair & maintenance supplies	7/9/2025	8/26/2025

CTV	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	8	INV	P	58.97	85479	B406844	Assorted repair & maintenance supplies	7/14/2025	8/26/2025
CTV	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	8	INV	P	8.91	85479	B406854	Assorted repair & maintenance supplies	7/14/2025	8/26/2025
CTV	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	8	INV	P	110.28	85479	B406865	Assorted repair & maintenance supplies	7/14/2025	8/26/2025
NSCI	401.18.037.53482.531500.	Water Treatment Chemicals	2025	8	INV	P	780.12	85480	313922	Chlorine for Jacobia	6/20/2025	8/26/2025
PBBIPP	001.13.000.51890.542300.	Postage & Freight	2025	8	INV	P	22.92	85481	July-2025	Purchase Power credit line	7/15/2025	8/26/2025
Quinn Thomas	001.03.003.51310.541000.	Professional Svcs - General	2025	8	INV	P	30,000.00	85482	6231	Strategic Plan	2/28/2025	8/26/2025
ROBERT HALF	001.06.007.51423.541190.	Temporary Agency Personnel	2025	8	INV	P	2,100.53	85483	65262413	M. Barnett- Payroll Specialist Support	8/6/2025	8/26/2025
SEATIMES	001.14.031.55860.541390.	Advertising, Legal Notices etc	2025	8	INV	P	140.25	85484	97070	Notice of Public Hearing	5/8/2025	8/26/2025
SEATIMES	001.14.032.55860.541390.	Advertising, Legal Notices etc	2025	8	INV	P	121.00	85484	92410	River Trail - Determination of Non-Significance	2/6/2025	8/26/2025
SEATIMES	001.14.032.55860.541390.	Advertising, Legal Notices etc	2025	8	INV	P	112.75	85484	92901	2nd notice of river trail public hearing	2/19/2025	8/26/2025
SEATIMES	001.14.032.55860.541390.	Advertising, Legal Notices etc	2025	8	INV	P	52.25	85484	93368	Reclaimed H2O, Determination of Non-Significance	2/27/2025	8/26/2025
SEATIMES	001.14.032.55860.541390.	Advertising, Legal Notices etc	2025	8	INV	P	195.25	85484	95259	Notice of river trail permit decision	4/3/2025	8/26/2025
SEATIMES	001.14.032.55860.541390.	Advertising, Legal Notices etc	2025	8	INV	P	198.00	85484	96658	Notice of decision Sandy Cove Park	5/1/2025	8/26/2025
SEATTLE TIMES	001.16.019.54290.541390.	Advertising, Legal Notices etc	2025	8	INV	P	364.00	85485	79415	Seattle Times Public Hearing notice	6/12/2025	8/26/2025
TYLERTEC	350.13.023.59418.541000.	Professional Svcs - General	2025	8	INV	P	700.00	85486	045-530378	Tyler Consulting Services	7/16/2025	8/26/2025
TYLERTEC	350.13.023.59418.541000.	Professional Svcs - General	2025	8	INV	P	2,800.00	85486	045-531915	Tyler Consulting Services	7/30/2025	8/26/2025

Accounts Payable

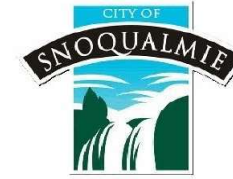
Jennifer Hughes

Aug 15, 2025

Item 5.

Computer Check Proof List by Vendor

User: THolden
 Printed: 08/15/2025 - 9:10AM
 Batch: 00001.08.2025 - UB Refunds August



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: UB*03361	Doron and Mette Appelboim Refund Check	7.00	08/11/2025	Check Sequence: 1 401-00-000-213-10-00-000	ACH Enabled: False
	Check Total:	7.00			
Vendor: UB*03359	Carlen and Stephanus Buys Refund Check	1,745.52	08/11/2025	Check Sequence: 2 401-00-000-213-10-00-000	ACH Enabled: False
	Check Total:	1,745.52			
Vendor: UB*03352	Scott Chambers Refund Check	335.31	08/11/2025	Check Sequence: 3 401-00-000-213-10-00-000	ACH Enabled: False
	Check Total:	335.31			
Vendor: UB*03355	Joshua Engebretson Refund Check	196.70	08/11/2025	Check Sequence: 4 401-00-000-213-10-00-000	ACH Enabled: False
	Check Total:	196.70			
Vendor: UB*03358	Daniel Gonzalez Refund Check	179.52	08/11/2025	Check Sequence: 5 401-00-000-213-10-00-000	ACH Enabled: False
	Check Total:	179.52			
Vendor: UB*03360	Ian Gray Refund Check	347.73	08/11/2025	Check Sequence: 6 401-00-000-213-10-00-000	ACH Enabled: False
	Check Total:	347.73			
Vendor: UB*03354	Tyler Grobmeier Refund Check	290.22	08/11/2025	Check Sequence: 7 401-00-000-213-10-00-000	ACH Enabled: False
	Check Total:	290.22			

Invoice No		Description	Amount	Payment Date	Acct Number	Reference	Item 5.
Vendor:	UB*03356	Melissa Lazorik Refund Check	264.69	08/11/2025	Check Sequence: 8 401-00-000-213-10-00-000	ACH Enabled: False	
		Check Total:	264.69				
Vendor:	UB*03362	Scott Soden Refund Check	106.28	08/11/2025	Check Sequence: 9 401-00-000-213-10-00-000	ACH Enabled: False	
		Check Total:	106.28				
Vendor:	UB*03353	Jessi Stephen Refund Check	259.20	08/11/2025	Check Sequence: 10 401-00-000-213-10-00-000	ACH Enabled: False	
		Check Total:	259.20				
Vendor:	UB*03357	Benjamin Wilson Refund Check	260.30	08/11/2025	Check Sequence: 11 401-00-000-213-10-00-000	ACH Enabled: False	
		Check Total:	260.30				
		Total for Check Run:	3,992.47				
		Total of Number of Checks:	11				



City of Snoqualmie

Utility Refunds Payment Authorization

Request Date: 8/7/2025
 Payment Date:
 UB Batch #: 00001.08.2025
 Fiscal Period: 8
 Fiscal Year: 2025
 Reason for Refund(s): Refunds for overpayments on deleted accounts through June 30, 2025
 Total Amount to be Refunded: \$3,992.47

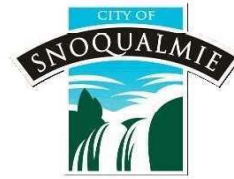
Utility Clerk Authorization:  Date: 08/07/2025
Becky Buelna (Aug 7, 2025 12:12:29 PDT)

Budget Manager Approval:  Date: 08/11/2025

Utility Billing

Refunds GL Distribution

User: BBuelna
Printed: 08/07/2025 - 12:02PM
Show Detail: False
Batch: 00001.08.2025 - August 2025 Refunds
Fiscal Period: 08
Fiscal Year: 2025



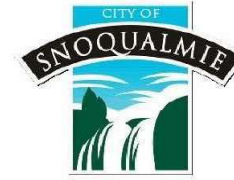
Item 5.

Account		Debit Amount	Credit Amount
Fund 401			
401 00 000 122 10 10 000	Utility Accounts Receivable	3,992.47	0.00
401 00 000 213 10 00 000	Accounts Payable	0.00	3,992.47
Fund 401 Total:		<u>3,992.47</u>	<u>3,992.47</u>
Total:		<u>3,992.47</u>	<u>3,992.47</u>

Utility Billing

Refunds Proof List

User: BBuelna
 Printed: 08/07/2025 - 12:02 PM
 Batch: 00001.08.2025 - August 2025 Refunds



Item 5.

Account No Service Address	Reference No	Last Name	Beg Balance	Deposit	Interest	Apply	Refund	Check Amt
008914-000 36221 SE Isley St	015626.1	Soden	-106.28	0.00	0.00	0.00	-106.28	-106.28
018700-000 9213 Ash Ave SE		Stephen	-259.20	0.00	0.00	0.00	-259.20	-259.20
021270-000 9216 Mitten Ave SE		Gonzalez	-179.52	0.00	0.00	0.00	-179.52	-179.52
021335-000 7320 Douglas Ave SE	015072.2	Lazorik	-264.69	0.00	0.00	0.00	-264.69	-264.69
021742-000 34215 SE Nye St		Wilson	-260.30	0.00	0.00	0.00	-260.30	-260.30
022620-002 33718 SE Tibbits St	013854.0	Appelboim	-7.00	0.00	0.00	0.00	-7.00	-7.00
024449-000 8311 Peggy's Pl SE	009700.2	Chambers	-335.31	0.00	0.00	0.00	-335.31	-335.31
025042-000 39701 SE Walnut St	005810.0	Gray	-347.73	0.00	0.00	0.00	-347.73	-347.73
026847-000 34608 SE Osprey Ct	016935.4	Grobmeier	-290.22	0.00	0.00	0.00	-290.22	-290.22
027180-000 7803 Cobble Ave SE	010200.2	Engebretson	-196.70	0.00	0.00	0.00	-196.70	-196.70
027919-000 34719 SE Carmichael Lp	011252.1	Buys	-1,745.52	0.00	0.00	0.00	-1,745.52	-1,745.52
Report Totals:			-3,992.47	0.00	0.00	0.00	-3,992.47	-3,992.47

Accounts Payable

Check Detail

User: ITreptow
Printed: 08/27/2025 - 9:17AM



Item 5.

Check Number	Check Date				Amount
UB*03352 - Chambers, Scott Line Item Account					
0	08/15/2025	Inv			
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
	08/11/2025	Refund Check	401-00-000-213-10-00-000	335.31	
	Inv Total				335.31
					<hr/>
0 Total:					335.31
					<hr/>
UB*03352 - Chambers, Scott Total:					335.31
UB*03353 - Stephen, Jessi Line Item Account					
0	08/15/2025	Inv			
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
	08/11/2025	Refund Check	401-00-000-213-10-00-000	259.20	
	Inv Total				259.20
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0 Total:					259.20
					<hr/>
UB*03353 - Stephen, Jessi Total:					259.20
UB*03354 - Grobmeier, Tyler Line Item Account					
0	08/15/2025	Inv			
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
	08/11/2025	Refund Check	401-00-000-213-10-00-000	290.22	
	Inv Total				290.22
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0 Total:					290.22
					<hr/>
UB*03354 - Grobmeier, Tyler Total:					290.22
UB*03355 - Engebretson, Joshua Line Item Account					
0	08/15/2025				

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2025	Refund Check	401-00-000-213-10-00-000	196.70

Inv Total	196.70
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0 Total:	196.70
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UB*03355 - Engebretson, Joshua Total:	196.70
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UB*03356 - Lazorik, Melissa Line Item Account

0 08/15/2025

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2025	Refund Check	401-00-000-213-10-00-000	264.69

Inv Total	264.69
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0 Total:	264.69
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UB*03356 - Lazorik, Melissa Total:	264.69
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UB*03357 - Wilson, Benjamin Line Item Account

0 08/15/2025

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2025	Refund Check	401-00-000-213-10-00-000	260.30

Inv Total	260.30
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0 Total:	260.30
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UB*03357 - Wilson, Benjamin Total:	260.30
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UB*03358 - Gonzalez, Daniel Line Item Account

0 08/15/2025

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2025	Refund Check	401-00-000-213-10-00-000	179.52

Inv Total	179.52
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0 Total:	179.52
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UB*03358 - Gonzalez, Daniel Total:	179.52
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UB*03359 - Buys, Carien and Stephanus Line Item Account

0 08/15/2025

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2025	Refund Check	401-00-000-213-10-00-000	1,745.52
Inv Total			1,745.52

0 Total:

1,745.52**UB*03359 - Buys, Carien and Stephanus Total:**

1,745.52**UB*03360 - Gray, Ian Line Item Account**

0 08/15/2025

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2025	Refund Check	401-00-000-213-10-00-000	347.73
Inv Total			347.73

0 Total:

347.73**UB*03360 - Gray, Ian Total:**

347.73**UB*03361 - Appelboim, Doron and Mette Line Item Account**

0 08/15/2025

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2025	Refund Check	401-00-000-213-10-00-000	7.00
Inv Total			7.00

0 Total:

7.00**UB*03361 - Appelboim, Doron and Mette Total:**

7.00**UB*03362 - Soden, Scott Line Item Account**

0 08/15/2025

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2025	Refund Check	401-00-000-213-10-00-000	106.28
Inv Total			106.28

0 Total:

106.28

UB*03362 - Soden, Scott Total:

106.28

Total:

3,992.47

ADVICE REGISTER - SEMI MONTH

WARRANT: 250807 From: 07/16/2025 To: 07/31/2025

EMP #	NAME	CHK #	NET PAY
	AHMED, HIND	000001645	4,469.88
	BAILEY, MICHAEL	000001646	5,836.32
	BARNET, RYAN	000001647	4,278.68
	BATTLES, JASON	000001648	4,944.85
	BEACH, LYLE	000001649	4,929.06
	BENNETT, PHILIP	000001650	5,310.79
	BENSON, ETHAN	000001651	494.88
	BETTS, JIMMIE L	000001652	3,802.68
	BLACK, MELINDA	000001653	3,473.92
	BOSTICK, MAX	000001654	4,177.87
	BOUTA, ANDREW	000001655	4,941.86
	BROWN, CHRIS E	000001656	4,415.36
	BRUMFIELD, SAMANTHA	000001657	3,060.77
	BUELNA, REBECCA	000001658	3,211.42
	BUERGI, DANIEL R	000001659	4,443.41
	BURKE, DENA	000001660	5,400.65
	BYRD, TYLER D	000001661	4,318.20
	CHAMBLESS, MICHAEL	000001662	6,343.24
	CHRISTENSEN, CARA	000001663	498.03
	COOPER, JOHN	000001664	3,909.88
	COTTON, CATHERINE	000001665	494.88
	DALZIEL, RYAN A	000001666	3,627.72
	DAVIS, RAMONA	000001667	4,711.92
	DEAN, DEANA L	000001668	4,224.08
	DEWAR, MILES Z	000001669	2,444.02
	DUDDLES, MARTHA J	000001670	2,858.19
	ECKER, BRENDON J	000001671	2,679.28
	FLORIDA, HEATHER K	000001672	2,944.82
	FOUTS, JACOB T	000001673	4,154.24
	FRY, PATRICK	000001674	4,749.01
	GAMBLE, DYLAN A	000001675	3,128.96
	GEORGE, JASON A	000001676	4,121.53
	GUTWEIN, AUSTIN D	000001677	6,088.17
	HALBERT, KEVIN F	000001678	3,414.90
	HALL, JAEDON E	000001679	3,275.86
	HAMLIN, JEFFREY T	000001680	4,730.60
	HARRIS, DONALD I	000001681	4,725.45
	HAWK, DALTON J	000001682	2,936.40
	HAWKINS, JACKSON C	000001683	1,329.76
	HAWKINS, WILLIAM	000001684	1,442.95
	HEATH, GREGORY Q	000001685	3,146.71
	HEBEL, RICHARD	000001686	2,834.20
	HEDGER, MATTHEW	000001687	5,438.35
	HENDERSON, KYLA A	000001688	3,599.16
	HENDRICKS, CORY D	000001689	2,966.71
	HILTON, AUSTIN	000001690	2,945.87
	HOLDEN, TANIA L	000001691	242.97
	HOLLOWAY, BRYAN	000001692	544.99
	HOLMES, CHASE W	000001693	3,126.86
	HOLMES, THOMAS E	000001694	4,986.16
	HOREJSI, GARY W	000001695	4,317.08
	HOYLA, KOBE R	000001696	3,065.16
	HSING, CHRISTOPHER	000001697	2,558.11

ADVICE REGISTER - SEMI MONTH

WARRANT: 250807 From: 07/16/2025 To: 07/31/2025

EMP #	NAME	CHK #	NET PAY
	HUGHES, JENNIFER L	000001698	3,707.15
	IVERSON, CHRISTINE L	000001699	2,602.78
	JOHNSON, JOLYON M	000001700	494.88
	JOHNSON, KIMBERLY G	000001701	3,884.16
	JONGEKRYG, ANDREW P	000001702	2,937.62
	KNOWLES, KENNETH	000001703	3,546.82
	LACROIX, LAFLECHE	000001704	4,586.54
	LATHAM, ANDREW F	000001705	3,490.40
	LATHROP, NICHOLAS S	000001706	471.76
	LEMOINE, BLAKE S	000001707	2,474.64
	LIEBETRAU, MICHAEL K	000001708	2,452.86
	LOEHNDORF, SCOTT A	000001709	3,228.94
	LOSVAR, DYLAN	000001710	3,482.09
	MACVICAR, NEIL S	000001711	4,045.26
	MAINSTONE, BRIAN R	000001712	3,570.57
	MARKWARDT, KYLE C	000001713	3,445.36
	MCCALL, DANNA M	000001714	3,651.32
	MEADOWS, JOSEPH R	000001715	5,040.27
	MENDOZA-MARTINEZ, SUZETTE Y	000001716	1,629.35
	MILLER, MATTHEW L	000001717	3,910.24
	MOATE, DANIEL W	000001718	4,017.51
	NEAL, RYAN T	000001719	3,468.57
	O'DONNELL, PETER A	000001720	2,336.76
	O'NEIL, KERRY K	000001721	2,907.79
	OCEGUEDA, JUAN M	000001722	3,031.47
	OROZCO, JORGE	000001723	3,782.59
	ORRE, ASHLEY K	000001724	2,428.63
	OWENS, JACK T	000001725	3,047.15
	PARKER, BENJAMIN T	000001726	2,954.45
	PETER, MICHAEL H	000001727	3,715.78
	PHAM, THAI Q	000001728	3,765.89
	QUADE, JOAN E	000001729	2,774.95
	RAMOS, DAMIAN	000001730	3,341.80
	RASMUSSEN, ERIK R	000001731	4,607.21
	REN, JUSTIN K	000001732	3,675.57
	ROSS, KATHERINE G	000001733	2,197.53
	SANDIN, KEVIN	000001734	2,684.46
	SCHANNAUER, WYATT	000001735	2,880.87
	SCHUMANN, ZACHARY J	000001736	4,382.18
	SHINN, TODD	000001737	4,754.33
	SMITH, CHASE A	000001738	5,803.64
	SNYDER, KEVIN S	000001739	4,399.58
	SPEARS, JOSEPH E	000001740	3,342.76
	STEWART, JAKE R	000001741	2,430.32
	TOZIER, THERESA M	000001742	3,421.19
	TREPTOW, ILYSE	000001743	3,743.24
	TYE, SHERRI	000001744	3,193.62
	VINING, ANDREW E	000001745	4,218.95
	VLADIS, DMITRIY	000001746	4,555.11
	WALKER, JANNA L	000001747	3,574.59
	WASHINGTON, LOUIS R	000001748	394.88
	WEISS, JASON A	000001749	5,061.05
	WERRE, CHRISTOPHER T	000001750	4,836.99

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WARRANT: 250807

CITY OF SNOQUALMIE
ADVICE REGISTER - SEMI MONTH
From: 07/16/2025 To: 07/31/2025

P 3
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EMP #	NAME	CHK #	NET PAY
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	WEST, MATTHEW A	000001751	4,277.14
	WESTMAN, JESSE	000001752	3,470.64
	WIEBE, NICOLE H	000001753	2,844.11
	WILSON, CHRISTOPHER A	000001754	3,127.56
	WOLFE, ALBERT R	000001755	3,555.52
	WOTTON, ROBERT	000001756	344.88
	YANG, DONG	000001757	3,076.28
	Total Deposits: 113		389,197.37

** END OF REPORT - Generated by Ilyse Treptow **

ADVICE REGISTER - SEMI MONTH

WARRANT: 250822 From: 08/01/2025 To: 08/15/2025

NAME	CHK #	NET PAY
AHMED, HIND	000001758	4,007.19
BACHER, ANNE M	000001759	2,731.76
BAILEY, MICHAEL	000001760	5,811.92
BARNET, RYAN	000001761	3,195.75
BARRETT, TIMOTHY	000001762	1,947.18
BATTLES, JASON	000001763	4,443.95
BEACH, LYLE	000001764	4,514.44
BENNETT, PHILIP	000001765	5,159.75
BENSON, ETHAN	000001766	494.88
BETTS, JIMMIE L	000001767	2,809.69
BLACK, MELINDA	000001768	3,576.88
BOSTICK, MAX	000001769	3,911.92
BOUTA, ANDREW	000001770	4,941.86
BROWN, CHRIS E	000001771	4,411.03
BRUMFIELD, SAMANTHA	000001772	3,062.95
BUELNA, REBECCA	000001773	2,811.75
BUERGI, DANIEL R	000001774	3,898.59
BURKE, DENA	000001775	5,401.52
BYRD, TYLER D	000001776	6,056.79
CHAMBLESS, MICHAEL	000001777	6,343.23
CHRISTENSEN, CARA	000001778	498.03
COOPER, JOHN	000001779	3,907.29
COTTON, CATHERINE	000001780	494.88
DALZIEL, RYAN A	000001781	3,206.30
DAVIS, RAMONA	000001782	4,713.70
DEAN, DEANA L	000001783	4,224.07
DEWAR, MILES Z	000001784	2,185.47
DUDDLES, MARTHA J	000001785	3,206.38
ECKER, BRENDON J	000001786	2,260.13
FLORIDA, HEATHER K	000001787	2,945.69
FOUTS, JACOB T	000001788	7,197.48
FRY, PATRICK	000001789	4,816.00
GAMBLE, DYLAN A	000001790	3,126.38
GEORGE, JASON A	000001791	4,389.42
GREENE, KEEGAN B	000001792	214.11
GUTWEIN, AUSTIN D	000001793	4,749.81
HALBERT, KEVIN F	000001794	3,119.46
HAMLIN, JEFFREY T	000001795	4,730.60
HARRIS, DONALD I	000001796	4,946.35
HAWK, DALTON J	000001797	3,138.23
HAWKINS, JACKSON C	000001798	1,103.44
HAWKINS, WILLIAM	000001799	1,329.76
HEATH, GREGORY Q	000001800	3,111.78
HEBEL, RICHARD	000001801	2,843.04
HEDGER, MATTHEW	000001802	4,472.65
HENDERSON, KYLA A	000001803	3,200.69
HENDRICKS, CORY D	000001804	3,852.20
HILTON, AUSTIN	000001805	2,912.44
HOLDEN, TANIA L	000001806	3,513.78
HOLLOWAY, BRYAN	000001807	544.98
HOLMES, CHASE W	000001808	2,385.84
HOLMES, THOMAS E	000001809	4,522.33
HOREJSI, GARY W	000001810	4,317.07

ADVICE REGISTER - SEMI MONTH

WARRANT: 250822 From: 08/01/2025 To: 08/15/2025

NAME	CHK #	NET PAY
HOYLA, KOBE R	000001811	3,447.96
HSING, CHRISTOPHER	000001812	2,269.74
HUGHES, JENNIFER L	000001813	3,706.28
IVERSON, CHRISTINE L	000001814	2,065.85
JOHNSON, JOLYON M	000001815	494.88
JOHNSON, KIMBERLY G	000001816	3,884.16
JONGEKRYG, ANDREW P	000001817	2,626.80
KNOWLES, KENNETH	000001818	3,630.66
LACROIX, LAFLECHE	000001819	4,585.67
LATHAM, ANDREW F	000001820	3,104.44
LEMOINE, BLAKE S	000001821	2,202.62
LIEBETRAU, MICHAEL K	000001822	1,680.06
LOEHNDORF, SCOTT A	000001823	3,241.92
MACVICAR, NEIL S	000001824	3,610.52
MAINSTONE, BRIAN R	000001825	3,165.65
MARKWARDT, KYLE C	000001826	2,726.85
MCCALL, DANNA M	000001827	3,651.31
MEADOWS, JOSEPH R	000001828	3,921.39
MENDOZA-MARTINEZ, SUZETTE Y	000001829	1,332.75
MILLER, MATTHEW L	000001830	4,290.27
MOATE, DANIEL W	000001831	7,116.21
NEAL, RYAN T	000001832	4,333.45
O'DONNELL, PETER A	000001833	3,471.40
O'NEIL, KERRY K	000001834	2,599.22
OCEGUEDA, JUAN M	000001835	3,042.35
OROZCO, JORGE	000001836	2,782.32
ORRE, ASHLEY K	000001837	2,255.82
OWENS, JACK T	000001838	3,060.14
PARKER, BENJAMIN T	000001839	3,006.48
PETER, MICHAEL H	000001840	3,323.46
PHAM, THAI Q	000001841	3,283.28
QUADE, JOAN E	000001842	2,440.41
RAMOS, DAMIAN	000001843	3,763.26
RASMUSSEN, ERIK R	000001844	3,334.28
REN, JUSTIN K	000001845	3,026.20
ROSS, KATHERINE G	000001846	2,197.53
SANDIN, KEVIN	000001847	2,402.97
SCHANNAUER, WYATT	000001848	2,962.03
SCHUMANN, ZACHARY J	000001849	5,364.03
SHINN, TODD	000001850	3,266.90
SMITH, CHASE A	000001851	4,456.00
SNYDER, KEVIN S	000001852	4,211.07
SPEARS, JOSEPH E	000001853	4,350.18
STEWART, JAKE R	000001854	1,892.49
TOZIER, THERESA M	000001855	3,408.19
TREPTOW, ILYSE	000001856	3,210.73
TYE, SHERRI	000001857	3,214.28
VINING, ANDREW E	000001858	4,074.31
VLADIS, DMITRIY	000001859	4,579.23
WALKER, JANNA L	000001860	3,574.58
WASHINGTON, LOUIS R	000001861	394.88
WEISS, JASON A	000001862	9,742.81
WERRE, CHRISTOPHER T	000001863	6,264.05

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WARRANT: 250822

CITY OF SNOQUALMIE
ADVICE REGISTER - SEMI MONTH
From: 08/01/2025 To: 08/15/2025

P 3
pradvreg

NAME	CHK #	NET PAY
WEST, MATTHEW A	000001864	5,980.33
WESTMAN, JESSE	000001865	3,533.96
WIEBE, NICOLE H	000001866	2,850.17
WILSON, CHRISTOPHER A	000001867	3,096.73
WOLFE, ALBERT R	000001868	3,415.52
WOTTON, ROBERT	000001869	344.88
YANG, DONG	000001870	3,525.31
Total Deposits: 113		388,504.03

** END OF REPORT - Generated by Ilyse Treptow **

ADVICE REGISTER - MISC

WARRANT: 250825 From: 08/01/2025 To: 08/15/2025

	NAME	CHK #	NET PAY
	MILLER, MATTHEW L	000001871	375.68
	Total Deposits: 1		375.68

** END OF REPORT - Generated by Ilyse Treptow **

Claims Report F&A 9-3-25, CM 9-8-25

Final Audit Report

2025-08-28

Created:	2025-08-28
By:	Ilyse Treptow (itreptow@snoqualmiewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmvHRhN5Aq6AQrHL2mr8CzPG5rLrlBqRF

"Claims Report F&A 9-3-25, CM 9-8-25" History



Document created by Ilyse Treptow (itreptow@snoqualmiewa.gov)

2025-08-28 - 6:03:17 PM GMT



Document emailed to Jennifer Hughes (JHughes@snoqualmiewa.gov) for signature

2025-08-28 - 6:03:57 PM GMT



Email viewed by Jennifer Hughes (JHughes@snoqualmiewa.gov)

2025-08-28 - 6:05:55 PM GMT



Document e-signed by Jennifer Hughes (JHughes@snoqualmiewa.gov)

Signature Date: 2025-08-28 - 6:06:42 PM GMT - Time Source: server



Agreement completed.

2025-08-28 - 6:06:42 PM GMT



Council Agenda Bill

AB Number

AB25-076

Agenda Bill Information

Title*

Washington Traffic Safety Commission Interagency Agreement

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

09/08/2025

Staff Member

Gary Horejsi

Department*

Police

Committee

Public Safety

Committee Date

09/02/2025

Exhibits

Packet Attachments - if any

WEMS ILA.pdf

1.14MB

Summary

Introduction*

Brief summary.

The Snoqualmie Police Department wishes to renew an interagency agreement with the Washington Traffic Safety Commission in which they provide funding for law enforcement agencies to conduct straight time or overtime for traffic safety enforcement activities.

Proposed Motion

Move to approve an interagency agreement with the Washington Traffic Safety Commission for traffic safety enforcement and authorize the Mayor to sign.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

Over the years, the Snoqualmie Police Department has been a participant with the Washington Traffic Safety Commission. The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

. FICA

. Medicare

. Any portion of L&I that is paid by the employer (SUB-RECIPIENT)

. Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e. g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

Please see the attached document for complete details.

Analysis*

The Snoqualmie Police Department would like to continue working with the Washington Traffic Safety Commission. This program helps provide the department with additional resources to help keep our streets safe by creating special emphasis programs throughout the year.

Budgetary Status*

This action will bring in additional revenue.

Budget Summary

The Washington Traffic Safety Commission Interagency Agreement authorizes up to \$338,500 in total payments to our region, which includes King County. While the City did not receive any reimbursements in the previous biennium, historically it has received a maximum of \$3,187 in reimbursements for police officer time related to this agreement.

Fiscal Impact

Amount of Expenditure

Amount Budgeted

Appropriation Requested

Fiscal Impact Screenshot



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

SNOQUALMIE/NORTH BEND POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and SNOQUALMIE/NORTH BEND POLICE DEPARTMENT, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2025-HVE-5425-Region 7/8 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 7/8 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2025-HVE-5425-Region 7/8 Target Zero Task Force was awarded to the WTSC Region 7/8 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2024, and remain in effect until September 30, 2025 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2024).
- Distracted driving enforcement during the Distracted Driving campaign (April 2025)
- Seat belt enforcement during the Click It or Ticket campaign (May 2025).
- Impaired driving enforcement during the Summer DUI campaign (August 2025).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2024, Distracted Driving campaign in April 2025, Click It or Ticket campaign in May 2025, and Summer DUI campaign in August 2025).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.
For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.
11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2025 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 14, 2024 – January 1, 2025
U Drive. U Text. U Pay.	April 7 – 14, 2025
Click It or Ticket	May 12 – June 1, 2025
It's a Fine Line (optional if funded)	July 7 – 20, 2025
DUI Drive Sober or Get Pulled Over	August 13 – September 1, 2025

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$338,500 to the WTSC Region 7/8 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2025, **must be received by WTSC no later than August 10, 2025**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2025, **must be received by WTSC no later than November 15, 2025**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 15.2.1. Applicable federal and state statutes and rules
- 15.2.2. Terms and Conditions of this Agreement
- 15.2.3. Any Amendment executed under this Agreement
- 15.2.4. Any SOW executed under this Agreement
- 15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB- RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities"). These include but are not limited to:

- 37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)
- 37.1.1.2. 49 CFR part 21
- 37.1.1.3. 28 CFR section 50.3
- 37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- 37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
- 37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
- 37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 37.1.1.8. The Civil Rights Restoration Act of 1987
- 37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)
- 37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- 37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government
- 37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region <u>7/8</u> is:	The Contact for WTSC is:
Officer Austin Gutwein 425-888-3333 agutwein@snoqualmiewa.gov	Sara Hallstead Kent Police Department shallstead@kentwa.gov 253-856-5856	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

Council Agenda Bill

AB Number

AB25-083

Agenda Bill Information

Title *

Affordable/Workforce Housing Development

Action *

Motion

Council Agenda Section

Discussion

Council Meeting Date *

09/08/2025

Staff Member

Mona Davis

Department *

Community Development

Committee

Community Development

Committee Date

09/02/2025

Exhibits

Packet Attachments - if any

Snoqualmie, WA RFQ for Affordable Workforce Housing - Dec 2024.pdf

370.42KB

Summary

Introduction *

Brief summary.

The city received two RFQ submittals in January, which were determined to be inconclusive as additional steps are needed to support affordable/workforce housing in the City. Staff propose the CD Committee reevaluate the affordable and workforce housing development process to determine next steps.

Proposed Motion

Move to rescind the RFQ and reevaluate the affordable housing process.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The Community Development Committee met several times in 2024 to develop a Request for Qualifications (RFQ) for Affordable/Workforce Housing, which was launched in December 2024.

The City received two submissions in response to the RFQ, which were discussed with the CD Committee on February 3, 2025; the CD Committee authorized a "subcommittee" be formed to review and evaluate the RFQ submittals, which consisted of the City Administrator, CD Director, PW Director, a councilmember, and 1-2 independent parties with experience in affordable housing developments. The Subcommittee was provided with evaluation criteria and met on March 31, 2025 to discuss the RFQ submittals and evaluate

the submissions, where they were deemed inconclusive. The Subcommittee members suggested that the CD Director reach out to Imagine Housing to inquire on a recent affordable housing development that was completed in Bellevue and discuss what it would take to make this type of project attractive to build in our city. After numerous attempts to reach Imagine Housing in April and May, a meeting was scheduled in June with their VP of Real Estate Development.

CD Director Davis and Councilmember Wotton met with Imagine Housing on June 16, 2025; they indicated that this recent Bellevue project presented many challenges that should not be replicated, particularly in a more rural community without wrap around services.

Director Davis continued to pursue other avenues for affordable housing funding, such as Amazon's Housing Fund and Department of Commerce's Connecting Housing to Infrastructure Program (CHIP), only to learn that grant funding was appropriated to shovel ready projects and not designated for projects that needed preliminary evaluation to design. Councilmember Wotton researched affordable loan programs to determine that this project could qualify for USDA lending since Snoqualmie was considered a rural designation with under 20,000 population. His associate, who is the affordable housing relationship manager with Umpqua Bank, reached out to an affordable housing developer she knew, Related Companies, to inquire about creative solutions to affordable housing in small communities; Related responded by expressing interest in hearing about Snoqualmie's needs.

Councilmember Wotton contacted Related on July 7, 2025 to inquire about scheduling a meeting to make introductions and explore options, which was held on July 15, 2025 and attended by CM Wotton and Director Davis. Related (aka Related Northwest) provided additional information on their firm and the projects they were involved in, most recently contracting with City of North Bend to develop an affordable housing project. Director Davis committed to providing additional information on Snoqualmie's site and it was agreed to reconvene after Related had an opportunity to evaluate the property information; a second meeting was held on August 12, 2025. At that next meeting, Related expressed interest in a site visit and asked if they could meet city staff there on August 25, 2025 when they were in town. Director Davis sent a placeholder meeting invitation from 1-4 (meeting was later narrowed down to a 2:00 meet time) to City Administrator Chambless, Mayor Ross, Finance Director Bouta, Public Works Director Hamlin, and Councilmembers Christensen, Holloway, Washington, and Wotton. Councilmembers Christensen and Wotton attended the site visit, along with City Administrator Chambless, Deputy Finance Director Hughes, and CD Director Davis. At that meeting, it was determined that next steps would entail taking this topic back to the CD Committee for Subcommittee updates and discussion on how to proceed with next steps.

Analysis*

Discussion on how to proceed with inconclusive RFQs and share the Subcommittee's findings to date. Explore next steps with either refining the criteria to obtain additional proposals through an RFP process or utilize another mechanism to sole source a Development Agreement with Related.

Budgetary Status*

This action has no budgetary implications.

Budget Summary



38624 SE River Street | P.O. Box 987
Snoqualmie, Washington 98065
(425) 888-1555 | www.snoqualmiewa.gov

December 30, 2024

Request for Qualifications (RFQ) for Affordable/Workforce Housing Development

Date Issued: December 30, 2024

RFQ Name: Affordable/Workforce Housing

Response Deadline: January 24, 2025 (revised from January 6, 2025)

1. Introduction

The City of Snoqualmie, WA is seeking qualifications from experienced and qualified firms, organizations, or individuals to assist in the design and development and/or management of a development on Parcel No: 2524079033, to provide affordable/workforce housing. Additional Information about this parcel including environmental constraints may be found on:

<https://www.snoqualmiewa.gov/DocumentCenter/View/43903/Critical-Areas-Review-Parcel-2524079033>

The city is interested in working with firms who have demonstrated a proven track record of building and managing creative affordable/workforce housing. [Affordable housing is defined as housing that is affordable for households earning up to 60% of Area Median Income (AMI), and preferred workforce housing is intended to be affordable for those earning between 80% and 120% of AMI, with affordability guaranteed for up to 55+years.]

2. Background

Snoqualmie, WA is a city located about 28 miles east of Seattle, with a 2024 population of 14,520. Approximately 4,600 employees enter the city each day. Most employees are traveling up to 42 miles away, southwest of the city along the State Highway 18 corridor from the cities of Tacoma, Kent, and Auburn, WA due to the high cost of local housing. Over 2,500 of these jobs are in the hospitality industry; just under 1,000 jobs are in the manufacturing and business park sectors.

3. General Scope of Work. No firm is required to provide both development and management services, but each firm should be prepared to address how both could be accomplished.

- Development Services: Site assessment, design, construction management and/or,
- Management Services: Property management, tenant relations, maintenance services.

4. Evaluation Criteria (56 Points)

Interested parties should demonstrate the following:

- a. **Experience:** Proven track record in creative workforce housing or similar projects. This includes ability to bring a viable mixed-income development from concept to occupancy creating a safe environment for all residents. Mixed-income development refers generally to residential settings in which housing is affordable to individuals and families across multiple AMI bands. **(20 points)**
- b. **Approach:** Demonstrate an understanding of the local workforce housing needs and proposed methodology for addressing them. This includes providing a narrative of how the firm intends to approach the scope of work and how the firm would cultivate and discern possible development components like wraparound services, parking, senior population, daycare etc. “Wraparound services” embraces any resident’s individualized mental health needs onsite. **(20 points)**
- c. **Expertise:** Relevant qualifications and experience of key personnel. This includes providing resumes and qualifications of key team members that demonstrate the firm’s complete ability to perform development tasks and the overall management of the development process and manage and operate the property or find a partner with expertise to manage. **(5 points)**
- d. **Financial Stability:** Evidence of financial stability and ability to handle project requirements. This includes demonstrating sufficient company reserves, accurate balance sheets, currency with annual audits, information on cash flow and liabilities. **(5 points)**
- e. **Community Partners:** Organizations identified and committed in participating in the of Workforce Housing financing, construction, management, wraparound services or other . **(2 points per partner up to a total of 6 points)**
- f. **References:** At least 3 references from past projects. This includes details of relevant projects, including scope and outcomes.

5. Submission Requirements

Submissions must include:

- Cover Letter: Summarizing the interest and qualifications of the firm.
- Firm Profile: Background information about the firm or individual, including size, areas of expertise, and organizational structure.
- Responses to the Evaluation Criteria

Submissions will be evaluated and scored based on a complete submittal including all evaluation criteria and submission requirements detailed in items 4 and 5 above.

Page 3

7. Submission Instructions:

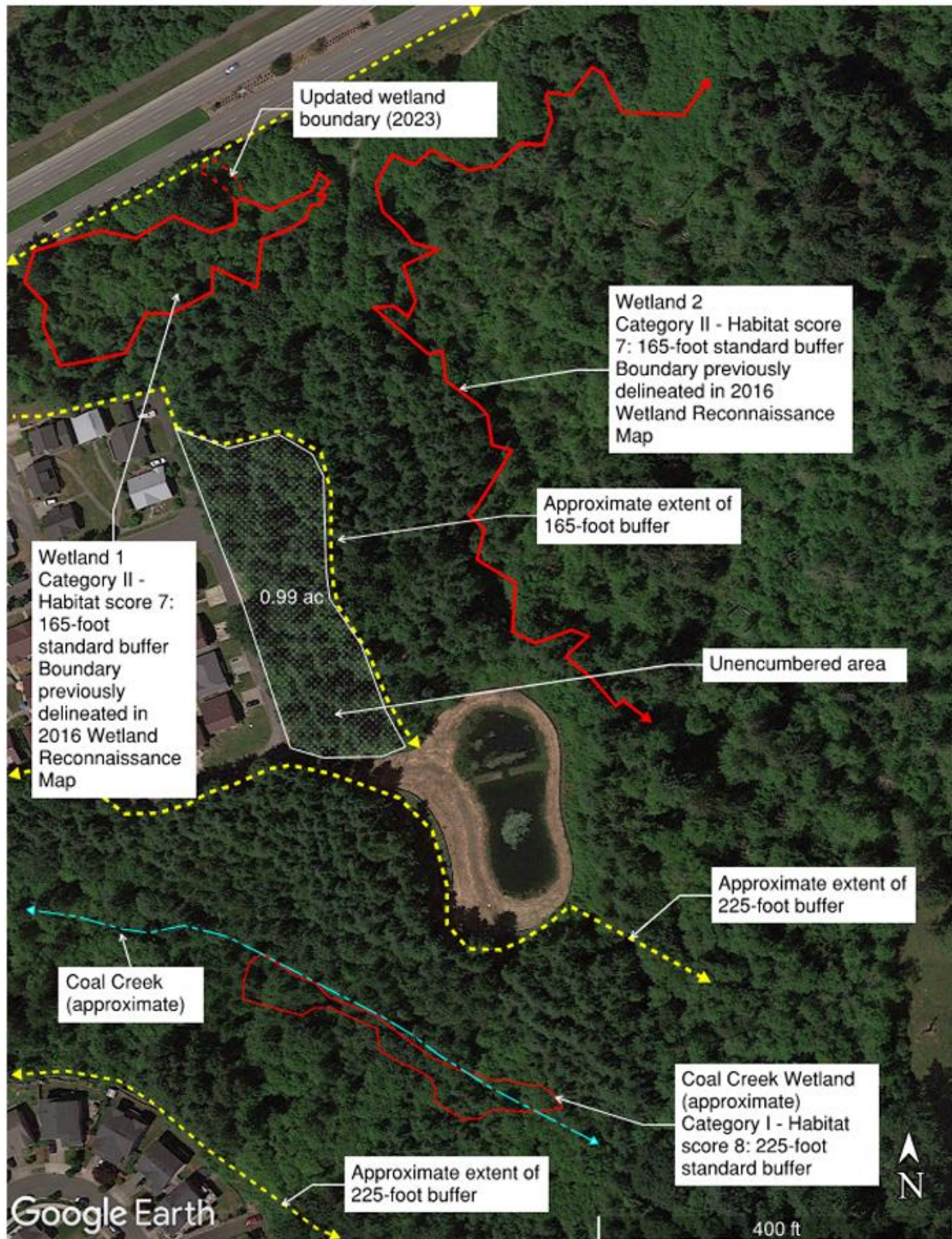
Submit your qualifications package by 5:00 PM on January 24, 2025 to:
AffordableWorkforceHousingRFQ@snoqualmiewa.gov

8. Questions/Additional Information

All questions regarding this RFQ process should be submitted in writing to: **Mona Davis, Senior Planner**. Email: AffordableWorkforceHousingRFQ@snoqualmiewa.gov

9. Disclaimers

The City of Snoqualmie reserves the right to reject any or all submissions, to negotiate with any or all respondents, and to make no selection if deemed in the best interest of the City or project.



Council Agenda Bill

AB Number

AB25-078

Agenda Bill Information

Title*

Awarding Contract for Construction of Rivertrail NW of Sandy Cove to Accord Contracr

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

09/08/2025

Staff Member

Dylan Gamble

Department*

Public Works

Committee

Parks and Public Works

Committee Date

09/02/2025

Exhibits

Packet Attachments - if any

Contract Routing Form Accord Contractors.docx	59.8KB
Accord Contractors LLC Contract.pdf	847.2KB
Bid Tab Final.pdf	529.86KB
Accord Contractors Contract resolution V3.docx	15.03KB
CIP Worksheet.pdf	636.16KB

Summary

Introduction*

Brief summary.

This agenda bill seeks approval to award the construction contract to Accord Contractors for the Rivertrail: NW of Sandy Cove project.

Proposed Motion

Move to approve Resolution No. 1724 awarding the construction contract to Accord Contractors for the Rivertrail: NW of Sandy Cove project.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The Snoqualmie Rivertrail (Formerly Riverwalk) is a multi-phase project to remove flood-prone properties from the riverfront and develop a 3-mile loop trail while restoring riparian habitat. Rivertrail Project – NW of Sandy Cove will develop one mile of trail between Kimball Creek and Sandy Cove Park including restoration of the shoreline, and preparation for connection to future phases.

Construction of Sandy Cove bank stabilization and/or other Sandy Cove Park improvements are not included for construction as part of the Rivertrail Project – NW of Sandy Cove.

Following completion of the design work and all required permitting the project was ready for bid. Invitation to bid and notice of invitation was submitted on June 17th, of 2025. A secondary publication was made on June 24th, 2025. The Public bid opening was held on July 17th, 2025. Review of bids was conducted and the lowest responsive, and responsible bidder, was issued a notice of intent to award on July 31st, 2025.

Analysis*

The contract with Accord Contractors, LLC was selected using the public works formal competitive bid contracting process. A total of eight contractors bid on the project. Total bid price proposals ranged from \$3,145,563 on the high end to \$1,890,138.40 on the low end (Both excluding tax calculation which will be added as part of contracting). Accord Contractors was the apparent low bid and was further reviewed for compliance with State and City regulations. In addition, the bid tabulation was reviewed for balance and Accord Contractors' references and past work project list were reviewed and confirmed for appropriateness. Notice of intent to award was issued following this review.

Budgetary Status*

Funds have already been authorized in the current biennial budget.

Budget Summary

Administration recommends approving a contract with Accord Contractors LLC in the amount of \$2,064,031 to construct the Rivertrail Project – Northwest of Sandy Cove. The City incorporated this project into the 2025-2030 Capital Improvement Plan (CIP) (See attachment) and the continuing project appropriations established in Ordinance 1296 (Non-Utilities Capital Fund #310) for a total of \$3,607,751.

Currently \$1,369,265 has been spent to date and \$20,622 is encumbered for contracts within the project, leaving \$2,217,864 for new contracts. If the proposed contract is approved, the available budget for the current biennium would be \$153,833. Additionally, an amendment to an existing contract of \$25,493 will be proposed to Council shortly, which, if approved, would adjust the available budget down to \$128,340. Therefore, sufficient appropriation exists within the continuing project appropriations (Non-Utilities Capital Fund #310) to fund the contract.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$2,064,031.00	\$3,607,751.00	\$0.00

Fiscal Impact Screenshot

Riverwalk Project - NW of Sand Cove

	Life-of-Project Appropriation
Beginning Budget	\$ 3,607,751
Expenditures	\$ (1,369,265)
Outstanding Contract Value	\$ (20,622)
Current Available Budget	\$ 2,217,864
Value of this Contract (AB25-078)	\$ (2,064,031)
Available Budget after AB25-078	\$ 153,833

RESOLUTION NO. 1724**A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON AWARDING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH ACCORD CONTRACTORS LLC FOR THE SNOQUALMIE RIVER TRAIL NW SANDY COVE PROJECT**

WHEREAS, The City of Snoqualmie has identified and planned to construct the Snoqualmie Rivertrail- NW of Sandy Cove project or equivalently named Snoqualmie River Trail project (herby referred to as “The Project”); and

WHEREAS, Accord Contractors LLC, a Limited Liability Company, past work gives it a familiarity with The Project to date and a good baseline of knowledge upon which to construct The Project; and

WHEREAS, Accord Contractors LLC is a licensed and registered Limited Liability Company in the State of Washington; and

WHEREAS, Accord Contractors LLC is in good standing to perform Public Works Contracts as outlined by Washington States Department of Labor and Industries; and

WHEREAS, City Staff recommends awarding the construction contract to Accord Contractors, LLC as the lowest responsive and responsible bidder in the formal competitive review process.

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

Section 1. Award of Construction Contract. The contract for the Riverwalk Project – NW of Sandy Cove is hereby awarded to Accord Contractors, LLC.

Section 2. Authorization for Contract Execution. The Mayor is authorized to execute a construction contract in the amount of \$2,064,031.13 with Accord Contractors, LLC in substantially the form attached hereto as Agreement: Snoqualmie River Trail.

PASSED by the City Council of the City of Snoqualmie, Washington, this 8th day of September 2025.

Katherine Ross, Mayor

Attest:

Approved as to form:

Deana Dean, City Clerk

Dena Burke, City Attorney

CITY OF SNOQUALMIE
SNOQUALMIE RIVER TRAIL
100% CONSTRUCTION DOCUMENTS - BID

Section 00 05 00

AGREEMENT

[SNOQUALMIE RIVER TRAIL]

THIS AGREEMENT is made on this _____, 2025 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and _____, ("Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work (the "Work"), all in full compliance with the contract documents entitled _____, which include this Agreement (Section 00 05 00); Contractor's executed Form of Bid and Bid Schedule (Section 00 03 00), executed Performance and Payment Bond (Section 00 04 20), executed Retainage Forms (Section 00 05 10); General Terms and Conditions (00 07 00), those portions of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, 2023 edition specifically incorporated by reference and/or modified herein, Technical Provisions, Appendices _____, Addenda _____, and any project drawings or plans.
2. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the above-described Work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents, including the schedule of estimated quantities, and unit and lump sum prices in the Form of Bid, the sum of \$ _____, subject to the actual quantity of Work performed, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor hereby promises and agrees to diligently prosecute and obtain Substantial Completion of the Work within 120 working days (the "Contract Time"), and to obtain Physical Completion and Final Acceptance of the Work within the time and as specified in the Contract Documents. The Contractor agrees that Liquidated Damages shall be assessed in the amount of \$1000 per day for any failure to complete the Work within the Contract Time, for any failure to meet a Contract Milestone, and for any failure to achieve Physical Completion and Final Acceptance within the time and as required in the Contract Documents.
4. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. The City hereby appoints and the Contractor hereby accepts the Parks & Public Works Director, as the City's representative for the purpose of administering the provisions of this Contract, including the City's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor.
6. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.

7. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
8. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the City. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
9. The parties intend that an independent Contractor-City relationship will be created by this Contract. The City is interested only in the results to be achieved, and the implementation of the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the City and shall be subject to the general rights of inspection and review to secure the satisfactory completion thereof.
10. The Contractor agrees and covenants to indemnify, defend, and save harmless, the City and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence. The Contractor expressly waives, as respects the City only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE OWNER AND CONTRACTOR CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.
11. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and

performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in King County, Washington.

12. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
13. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
14. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
15. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

CITY OF SNOQUALMIE ("CITY")

By
Typed Name: Katherine Ross
Its: Mayor
Phone:
Fax:
Date:

_____ [CONTRACTOR]

By _____
Typed Name _____
Its _____
Phone: _____
Fax: _____
Date: _____
WA Contractor's License No. _____

**SECTION 00 07 00
GENERAL TERMS AND CONDITIONS**

SECTION 1: GENERAL PROVISIONS

1.0 Compliance

All work shall be completed according to the Plans and Specifications, and in compliance with the laws and regulations of the State of Washington, the standards and resolutions of the City of Snoqualmie, and other government agencies that have jurisdiction over the location of the Project.

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

- A. “Actual Equipment Cost” for equipment in use means the daily rate for Contractor - owned equipment measured by Ownership Cost and Operating Cost divided by the Useful Life of the equipment, and for equipment on standby means only Ownership Cost divided by the Useful Life of the equipment. For purpose of this definition: (a) Operating Cost means fuel, filters, oil, grease, tire wear, minor repair (belts, filters, hydraulic lines and other minor components) and that specific allocable part of any actually incurred cost of major overhaul (rebuilding or replacing larger components, such as the engine and transmission) that was necessitated solely by the equipment’s use on this Project and (b) Ownership Cost means costs for depreciation (the distribution of the acquisition cost of a piece of equipment over its useful economic life), financing (the interest expense on the amount of money borrowed to purchase the equipment) and the following indirect costs (equipment licenses, property taxes, storage, insurance, inspections, mechanic training, record keeping and highway permits). The following items are excluded from Actual Equipment Cost: replacement cost, escalation contingency reserves, general and administrative expense, and profit. The term “Useful Life” as used herein means the greater of the number of years a prudent and reasonable contractor would keep the equipment in use or the number of years, that the equipment is expected to be in use as established or recognized by the Internal Revenue Service.
- B. “Addendum” or “Addenda” means alteration or clarification of the plans or specifications provided to bidders by the City prior to bid time, which becomes part of the Contract Documents when the Contract is executed.
- C. “Snoqualmie” or “City” or “Owner” may be used interchangeably and refers to the City of Snoqualmie, a Washington municipal corporation existing under and by virtue of the laws of the State of Washington, acting through its Mayor, City Administrator and their delegees, including but not limited to the Project Representative. The term “City” shall also include any individuals designated to perform technical and/or administrative functions pursuant to Section 2.0, *Authority*. All communications with the City shall be through such individuals.
- D. “Allowance or Provisional Sum” is an amount established in the Contract Documents for inclusion in the Contract Price to cover the cost of Work which may or may not be carried out by Contractor and which cannot be accurately quantified at the time of Bid, with provision that variations between such amount and the finally determined cost of the prescribed items will be reflected in Change Orders appropriately adjusting the final Contract

Price. Any amount included in the Contract Price but not used in the course of the Work shall be returned to the City by way of deductive Change Order. The rate or unit price provided by Contractor in its Bid (if any) shall fully compensate Contractor for all of its costs of that Work, including labor, material, supervision, overhead, profit/markup and any other direct or indirect expense related to performing the Work.

- E. “Bidder Responsibility Criteria” are criteria specified by the City in any bid invitation with which the bidder to whom the Contract is awarded as the responsive low bidder must comply, including but not limited to the criteria set forth in RCW 39.04.350(1) and the supplemental criteria adopted pursuant to RCW 39.04.350(2) and set forth in Section 00 04 00.
- F. “Change Order” means a written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by the Mayor with or without notice to the sureties.
- G. “Change Proposal” means a document prepared by the Contractor at the request of the City, which proposes changes to the Work and/or changes to the Contract Price and/or Contract Time. The City shall initiate all requests for Change Proposals.
- H. “Claim” means a written demand by the Contractor seeking (1) a change to the Contract Price; (2) a change of Contract Time; (3) a change of Contract terms; (4) a payment of money or damages; and/or, (5) other relief arising under or relating to this Contract.
- I. “Council member” means the elected City Council members of the City of Snoqualmie.
- J. “Concurrent Delay” means a situation where both City and Contractor are responsible for delays affecting the Critical Path where none of the delay events are utilizing available Project Float.
- K. The “Contract” or “Contract Documents” constitute the entire integrated agreement between the City and the Contractor for the performance of the work. The Contract Documents are listed in paragraph 1 of Section 00 05 00 (“Agreement”) and their respective order of precedence is established in Section 1.3 of these General Terms and Conditions.
- L. “Contract Execution” occurs when the Mayor or his or her designee signs the Contract, which shall only occur after the Contractor signs the Contract.
- M. “Contract Milestone” means a specified milestone date in the Contract by which the Contractor is required to complete a designated portion or segment of the Work. “Contract Milestone” includes but is not limited to dates established for Substantial Completion of all or a designated portion or segment of the Work.
- N. “Contract Price” means the total amount payable by the City to the Contractor for performance of the Work in accordance with the Contract.
- O. “Contractor Equipment” means any equipment, machinery, or vehicles or owned by Contractor or its Subcontractors, inclusive of any such equipment, machinery or vehicles owned by an affiliate or subsidiary substantially owned or controlled by the Contractor or Subcontractor. Equipment under lease by Contractor or Subcontractor with an option to purchase is considered to be Contractor Equipment.
- P. “Contractor’s Representative” is the individual who has the authority to obligate, bind and speak for the Contractor on any matter involving or related to the Contract or the Project and is identified as such in the Agreement Form.
- Q. “Contract Time” means the number of days or the specific date set forth in the Contract to achieve the Contract Milestones, Substantial Completion, and Final Acceptance of the Work, as applicable.

- R. “Contract Work” or “Work” refers to the labor, materials, equipment, supplies, services, and other items, and requirements of the Contract necessary for the execution, completion and performance of all work within the Contract by the Contractor to the satisfaction of the City.
- S. “Contractor” means the individual, legal entity or combination thereof contracting with the City to do the Contract Work. The term also includes the Contractor's agents or employees.
- T. “Critical Path” is the longest, continuous sequence of interrelated activities that begins at the start of the Project (Notice to Proceed) and extends to Final Acceptance of the Project. This path represents the longest chain of interrelated activities throughout the network from beginning to end. These activities are considered to be critical because delay to an activity on this path will necessitate an extension of the Contract Milestones and Contract Time.
- U. “Day” means calendar day, unless otherwise specified.
- V. “Differing Site Conditions” are defined as: (1) Subsurface or latent physical conditions existing at the site on or before Contract Execution which differ materially from those indicated in the Contract Documents (Type I); or (2) Unknown physical conditions existing at the Site on or before Contract Execution, of an unusual nature, and which differ materially from those ordinarily encountered and generally recognized as inherent in the construction activities of the character provided in the Contract (Type II).
- W. “Direct Cost” means actual out-of-pocket costs paid by Contractor to third parties (inclusive of employees, Subcontractors, vendors, suppliers or consultants) for labor, material, equipment or supplies in performance of any Work, inclusive of Mobilization.
- X. “City Design Consultant” or “Design Consultant” is the individual, entity or combination thereof, contracting with the City, who will be responsible for the design of the Project.
- Y. “City Engineer” means the City Engineer of the City of Snoqualmie.
- Z. “Documentation” are technical publications relating to the use of the software or services to be provided by Contractor under this Contract, such as reference, user, as-built drawings, test results, installation, systems administration and technical guides, delivered by the Contractor to the City.
- AA. “Drawings” means a set of two-dimensional drawings used to describe a place or object or to communicate construction, building, or fabrication instructions. Synonymous with “Plans”.
- BB. “Field Directive” is a document, titled Field Directive, prepared by the City directing the Contractor to proceed promptly with specific work and shall not, in and of itself, constitute a Change Order or entitlement to an adjustment in Contract Time and/or Contract Price.
- CC. “Final Acceptance” and/or “Completion” is a written acceptance of the Project by the City.
- DD. “Float” in the Project Schedule is defined as the number of days by which a Work activity identified in the Project Schedule could be delayed from its "early start date" until the date upon which the Work activity would become a Critical Path Activity.
- EE. “Force Majeure” means an event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and City and is limited to:
1. Natural Disasters declared by the governor of Washington or President of the United States, including but not limited to earthquakes;
 2. Acts or omissions of any government entity acting within its governmental capacity;
 3. Fire or other casualty for which a Contractor or its Subcontractors and/or Suppliers party are not responsible;
 4. Quarantine or epidemic;
 5. Strike or defensive lockout;

6. Unusually Severe Weather Conditions; and
 7. Third party delay caused by utilities, municipalities or other governmental agencies unless such third party is acting for the City within the meaning of RCW 4.24.360.
- FF. “Hand or Other Small Tools” means any tool, piece of communication equipment, or piece of equipment with a wholesale value of less than \$500.
- GG. “Hazardous Material” means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U. S. C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U. S. C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U. S. C. §§ 6901, *et seq.*), the Federal Water Pollution Control Act (33 U. S. C. §§ 1251, *et seq.*) the Clean Air Act (42 U. S. C. §§ 7401, *et seq.*), the Toxic Substances Control Act, as amended (15 U. S. C. §§ 2601, *et seq.*), and the Occupational Safety and Health Act (29 U. S. C. §§ 651, *et seq.*), Model Toxics Control Act (RCW 70.105), or similar state or local statute or code), as the laws have been amended and supplemented.
- HH. “Indirect Cost” shall mean any cost that is not a Direct Cost including Overhead.
- II. “Liquidated Damages” shall mean those sums that are assessed for Contractor’s failure to achieve a designated Contract Milestone, Substantial Completion, Physical Completion and/or Final Acceptance within the Contract Time. Liquidated Damages are not a penalty, but represent the fixed amount agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would sustain in the event of the Contractor’s failure to achieve Contract Time requirements.
- JJ. “Mobilization” means preconstruction and preparatory Work or operations by Contractor including those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project Site; for the establishment of the Contractor’s offices, buildings, and other facilities necessary to undertake the work on the Project. Mobilization does not include any portion of the Work covered by specific Contracts items or incidental Work which is to be included in a Contract item or items.
- KK. “Mobilization Payments” means payments by City to Contractor for Mobilization in accordance with the Contract.
- LL. “Notice” means a written document issued by the Project Representative or the Contractor’s Representative which is submitted to the other party and delivered by:
1. Depositing in the U.S. Mail (or approved commercial express mail) prepaid to the address of the appropriate authorized representative of the City or the Contractor, which shall be effective on the date of receipt;
 2. Hand delivery by courier service to the Parties’ representative or at the Contractor’s home office or field office, which shall be effective on the date of delivery; or,
 3. Facsimile to the Parties’ representative or Contractor’s home office or field office, which shall be effective upon receipt.

4. Email and other electronic communications are not considered "Notice" and are prohibited.
- MM. "Notice to Proceed" is a written directive issued by the City authorizing the Contractor to perform some or all of the Work.
- NN. "Overhead" shall mean charges that may be incurred or allocated in support of the Contract but are not part of the cost of directly performing the physical Contract construction activity. Overhead includes Site or Field Overhead and Home Office Overhead.
1. Site or Field Office Overhead. Site or Field Overhead costs are typically those costs that are related to, but are not limited to supervision, including general foremen and their supervisors, planners, schedulers, engineers, managers, etc. and the direct payroll costs of their project-related service, clerical salaries and their direct payroll costs, the costs of all vehicles, travel, meal and lodging costs associated with those personnel, Site or Field office and utility expense, expenses associated with all regulatory compliance, Hand and Other Small Tools provided by the Contractor for the use of its forces, all expendable supplies, and all other items incidental to or integral in supporting the physical completion of the Work.
 2. Home Office Overhead. Home Office Overhead costs are typically those that include all general office expenses. Such costs include, but are not limited to those associated with officer and office salaries and related payroll taxes and benefits, costs of office occupancy and maintenance, all supporting services (such as utilities, office machines computers, and related items and support) related to the home office function, business taxes and licenses, and all such other costs necessary to operate the business entity. Home office overhead includes unabsorbed home office overhead.
 3. In addition to the above, whether treated as Site or Field Overhead or as Home Office Overhead, costs of any and all bonds, insurance(s), and taxes associated with this Contract are to be considered as Overhead. All items identified above are to be treated as Overhead for this purpose regardless of how the Contractor chooses to account for them in its books of account.
 4. Under no circumstances shall the City pay the Contractor for direct or allocated costs or charges for officer bonus and profit sharing, project personnel bonuses, charitable contributions, income taxes, or any costs relating to illegal activity.
- OO. "Parties" refers to the Contractor and the City.
- PP. "Physical Completion" means the point in time following Substantial Completion by which the Contractor has physically completed all of the Work, including any minor, incidental work, correction or repair itemized in any Punch List(s) issued by City following Substantial Completion.
- QQ. "Project" refers to all activity relative to this Contract including activity of the Contractor, its Subcontractor and/or Suppliers, the City and the City's Project Representative.
- RR. "Project Representative" is the City's point of contact for the Contractor. The Project Representative shall be responsible for performing designated contract administrative functions as set forth in the Contract Documents. For the purpose of the Contract Documents, Project Representative may also refer to Engineers and Inspectors who may perform functions under the Contract such as review and/or inspection and the acceptance of supplies, services, or other functions of a technical nature, when acting under the direction or order of the Project Representative. The Project Representative cannot grant the Engineer or Inspector any greater authority than the authority granted to the Project Representative by the City.

- SS. “Project Schedule” means the Critical Path Method (CPM) schedule prepared by the Contractor in accordance with the requirements of the Contract and submitted to City setting forth the logical sequence of activities required for the Contractor's orderly performance and completion of the Work in accordance with the Contract and specifically to meet any specified Contract Milestone dates and the Contract Time.
- TT. “Punch List” means the list issued by the City identifying any items of Work remaining to be completed, and the time period in which completion is required, before the City will issue a determination of Substantial Completion, Physical Completion, and/or Final Acceptance, as applicable.
- UU. “RCW” refers to the Revised Code of Washington.
- VV. “Reasonable Cost” means Direct Cost and/or Indirect Cost not in excess of that which would be incurred by an objectively prudent contractor or its agents or employees in the preparation for or performance of Work required by the Contract. Without limiting the foregoing, costs arising from or related to the following acts or omissions do not constitute Reasonable Costs: (a) failure to comply with the Contract Documents; (b) failure to mitigate; (c) selection and/or use of equipment, machinery or tools not sufficient to complete the Work in accordance with Contract Documents and/or the conditions indicated in any geotechnical reports; (d) deviations from Contractor submittals or shop drawings; (e) failure to coordinate the Work and/or manage Subcontractors; and (f) any other acts or omissions that indicate unnecessary or inefficient conduct. Additional reimbursement limitations are set forth in Section 6, *Time and Prices Adjustments*.
- WW. “Reasonable Direct Cost” means Direct Cost not in excess of that which would be incurred by an objectively prudent contractor or its agents or employees in the preparation for or performance of Work required by the Contract. Without limiting the foregoing, costs arising from or related to the following acts or omissions do not constitute Reasonable Costs: (a) failure to comply with the Contract Documents; (b) failure to mitigate; (c) selection and/or use of equipment, machinery or tools not sufficient to complete the Work in accordance with Contract Documents and/or the conditions indicated in any geotechnical reports; (d) deviations from Contractor submittals or shop drawings; (e) failure to coordinate the Work and/or manage Subcontractors; and (f) any other acts or omissions that indicate unnecessary or inefficient conduct. Additional reimbursement limitations are set forth in Section 6, *Time and Prices Adjustments*.
- XX. “Request for a Change Order” means a document, designated as a Request For A Change Order, prepared by the Contractor requesting either (1) change in Contract Price; (2) change in Contract Time; (3) a change in Contract Work; (4) a payment of money or damages; and/or (5) any other relief arising out of or relating to this Contract.
- YY. “Request for Information” is a request from the Contractor to the City seeking an interpretation or a clarification of some requirement of the Contract Documents.
- ZZ. “Site” or “Project Site” shall be understood to refer to the location at which construction, equipment or services furnished by the Contractor under the Contract will be performed, completed and/or delivered.
- AAA. “Subcontractor(s)” shall mean an individual, legal entity or combination thereof having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When the City refers to Subcontractor(s) in the Contract Documents, for the purposes of the Contract Documents and unless otherwise stated herein, the term Subcontractor(s) includes, at every level and/or tier, all Subcontractors and sub-consultants.

BBB. “Supplier(s)” shall mean any person or firm who is not performing work or supplying labor on Site and is engaged in the business of supplying a manufactured product or resource to the City, Contractor, or Subcontractors. The term Suppliers includes materialmen, manufacturers, and fabricators.

CCC. “Specifications” is a section of the Contract consisting of written descriptions of services to be performed, the goods to be provided and/or the technical requirements to be fulfilled under this Contract contained within the Specifications Section.

DDD. “Substantial Completion” means that stage in the progress of the Work where:

1. The City has full and unrestricted use and benefit of the facilities for the purpose intended;
2. All the systems and parts of the Contract Work are functional;
3. Utilities are connected and operate normally;
4. Only minor incidental work, correction or repair remains to complete all Contract requirements; and,
5. At the City’s option, the Contractor has provided all occupancy permits and easement releases.

As provided in the Contract, the City may grant Substantial Completion to specific subsystems or portions of the Work. The date(s) of Substantial Completion shall be determined, in writing, by the City.

EEE. “Unusually Severe Weather Conditions” shall be defined and calculated as follows if the existence of any of the following conditions has a specific negative impact to the Critical Path and could not have been avoided by resequencing of the Work or by using other reasonable alternatives:

1. Daily rainfall equal to, or greater than, 2.0 inched in a 24 hour period.
2. Ice, snow and other weather conditions, not described above, may be considered as unusually severe at the sole discretion of the City upon written request by the Contractor. Such written request shall describe in detail the weather conditions, identify the specific impacts resulting from the weather condition, and be submitted to the City within five (5) days of the onset of the claimed unusually severe weather condition.

To preclude the difficulties of actual measurement, the parties hereto agree that weather data at the Site of the Work shall be expressly deemed to be the same as that measured at the Seattle-Tacoma International Airport by the Environmental Data and Information Service of the National Oceanic and Atmospheric Administration (“NOAA”) of the U. S. Department of Commerce, unless otherwise specified in the Contract Document’s technical specifications.

Precipitation (such as rain, hail or snow), low temperature, windstorms, ice, and other conditions which could reasonably have been anticipated from the National Weather Service historical records for the general locality of the Work shall not be construed as unusually severe weather.

For the purposes of this section, a “month” shall mean a calendar month and a “week” shall mean a calendar week of Sunday through Saturday.

1.2 **Intent and Interpretation of the Documents**

A. The Contract Documents constitute the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

- B. The Contract Documents shall not be construed to create a contractual relationship between any parties other than the City and the Contractor. No contract between the City and a third party shall be construed to create any duty on the part of the City or such third party to the Contractor. The Contractor is not an intended or incidental beneficiary of any promises made in the City's contract with a third party, if any.
- C. The Contract Documents are intended to be complementary. What is required by one part of the Contract shall be as binding as if required by all. Should any conflict or inconsistency be found in the Contract Documents, the City shall resolve any such conflict or inconsistency in accordance with the *Order of Precedence* Section herein.
- D. Where the words "similar," "typical" (or their equivalents) are used in the Contract, they shall mean nearly corresponding to, or having a substantial likeness to. Such words shall not be construed to mean that all parts of the Work referred to are identical or substantially identical, or that such elements of the Work are connected identically or substantially identically to the rest of the Work. The Contractor has the responsibility to determine all details of the Work in relation to their location and connection to other parts of the Work.
- E. The organization of the specifications into divisions, provisions and articles and the organization of the drawings shall not control the Contractor in dividing the Work among Subcontractor and/or Suppliers or in establishing the extent of Work to be performed by any trade. Contractor is responsible for establishing the manner, means, methods, and mode of performance of the Contract Work.

1.3 **Order of Precedence**

- A. Any conflict or inconsistency between the terms or conditions of the Contract Document shall be resolved by the following descending order of precedence (with 1 taking precedence over 2, 3, 4, 5, 6 and 7; 2 taking precedence over 3, 4, 5, 6 and 7; and so forth):
 - 1. Change Orders;
 - 2. The signed Agreement Form (Section 00500);
 - 3. The General Terms and Conditions (Section 00700);
 - 4. The project-specific Technical Provisions as modified by Addenda or Change Orders;
 - 5. Plans, as modified by Addenda or Change Orders;
 - 6. All other sections in Division 0 not specifically identified herein by Section;
 - 7. Affidavits, Certifications and bonds;
 - 8. Appendices; and
 - 9. Those portion of the "Standard Specifications" specifically incorporated in the Technical Provisions.
- B. IN THE EVENT THERE EXISTS A CONFLICT, INCONSISTENCY, OR AMBIGUITY WITHIN THE TERMS OR CONDITIONS OF ONE OF THE CONTRACT DOCUMENT CATEGORIES SET FORTH ABOVE, THE MORE STRINGENT REQUIREMENTS, AS DETERMINED BY THE CITY, SHALL BE DEEMED TO HAVE BEEN INTENDED AND TO HAVE BEEN INCLUDED IN THE ORIGINAL CONTRACT PRICE.

1.4 **Clarification of Drawings and Detail Drawings**

- A. Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other similar portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall apply to all other similar parts of the Work, unless otherwise indicated.

B. With regard to Drawings the following shall apply:

1. Drawing may not be to scale and written dimensions shall be followed;
2. Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.

1.5 Local Requirements

A. Local jurisdiction requirements shall apply to all work. The following jurisdictions should be contacted when work falls within the jurisdiction:

1. City of Snoqualmie; and/or
2. King County

SECTION 2: CITY

2.0 Authority

- A. Unless the City, in writing, indicates otherwise, the authority to (1) commit to or bind the City to any Change Orders or Change in Contract Work, Contract Price and/or Contract Time; or (2) sign the Contract or Change Orders rests solely on the City's Mayor or its designee.
- B. The City shall identify the Project Representative for the Contract in writing prior to or concurrent with the City's issuance of the Notice to Proceed.
- C. The Project Representative is the City's point of contact for the Contractor.
- D. The Project Representative shall be responsible for ensuring strict compliance with the terms of the Contract and safeguarding the interest of the City in its contractual relationships. The Project Representative shall have the authority to administer the Contract. Administration of the contract by the Project Representative includes but is not limited to:
1. Receiving all correspondence and information from the Contractor;
 2. Issuing Field Directives;
 3. Issuing Request for Change Proposals;
 4. Responding to Requests For Information;
 5. Reviewing the schedule of values, project schedules, submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Contractor;
 6. Negotiating Change Proposals and Change Orders;
 7. Recommending Change Orders for approval by the Mayor or its designee;
 8. Issuing decisions with respect to Requests for Change Orders and Claims;
 9. Processing payment requests submitted by the Contractor, and recommending payment;
 10. Monitoring the quality of the work, rejecting noncompliant work, and recommending acceptance of the work;
 11. Transmitting executed Change Orders, Amendments, and other Contract correspondence to the Contractor; and
 12. Performing all other contract administrative functions.
- E. All correspondence, questions, and/or documentation regarding the Contract or the Project shall be submitted to the Project Representative.
- F. The Project Representative may designate Technical Representatives to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature.

1. The Project Representative will provide a written notice of such designation to the Contractor. The designation letter will set forth the authority of the Technical Representatives under the Contract.
2. The Project Representative may add to or modify in writing these designations from time to time.
3. The Project Representative cannot grant a Technical Representative greater authority than the authority of the Project Representative.

2.1 Information Supplied by City

- A. Unless otherwise specifically provided in the Contract, surveys and site information provided by the City are intended to describe the general physical characteristics of the Site for the information of all bidders. The City does not represent that this information is complete or sufficient for the Contractor's performance of the Work.
- B. The City shall furnish to the Contractor five copies of the Contract Documents (including half-size copies of the Plans), one full-size set of Plans, and one copy of any permits obtained by the City. The Contractor shall pay the City for any additional copies of Contract Documents.
- C. The Contractor shall keep at least one set of Contract Documents at the Site at all times for record notes and review by the City.
- D. All Drawings and Specifications furnished by the City are solely for use on this Contract and are not to be used by the Contractor on any other work.

2.2 Work by City or Separate Contractors

The City reserves the right to perform work not included in the Contract or to let other contracts in connection with this Project.

SECTION 3: CONTRACTOR

3.0 Contractor Representations

The Contractor makes the following representations to the City:

- A. Before submission of its bid, the Contractor has:
 1. Carefully reviewed the Contract Documents, and visited and examined the Site.
 2. Become familiar with the general and local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of Contract Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Site or affect performance of the Contract Work or the cost or difficulty thereof; and
 3. Become familiar with and satisfied itself as to the conditions bearing upon transportation, disposal, handling, and storage of materials; and
 4. Become familiar with and satisfied itself as to the availability of labor, water, electric power, and roads; and the uncertainties of traffic, weather, or similar physical conditions at the site.
- B. Any failure of the Contractor to take the action described in this provision or elsewhere in the Contract Documents will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the City.

- C. The Contract Price is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work as represented by the Contract, site visit, and the general conditions (including but not limited to weather, site, soil) known or reasonably anticipated for the Site; and
- D. The Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform the Contractor's obligations required by the Contract; and
- E. The Contractor is able to furnish plant, tools, material, supplies, equipment, and labor required to complete the Work and perform the obligations required by the Contract and has sufficient experience and competence to do so; and
- F. The Contractor shall perform at the Site, and with its own forces, work equivalent to at least fifty percent (50%) of the Contract Price.

3.1 **General Duties**

- A. The Contractor shall give sufficient supervision to the Work, using its best skill and attention. The Contractor is hereby given notice that the City will be relying on the accuracy, competence and completeness of the Contractor's work. The Contractor shall supervise and be solely responsible for the proper performance of the Work in accordance with the Contract, including the construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the Work.
- B. Unless specified elsewhere in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, utilities, transportation, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes) necessary for the proper execution and completion of the Work.
- C. The Contractor shall also provide sufficient staffing and supervision to process Requests for Information, Change Proposals, Submittals, Change Orders, close out documentation, and to perform all other requirements of the Contract and all Work.
- D. The Contractor shall lay out its Work from baselines and benchmarks indicated in the Contract and shall be responsible for the accuracy of all field measurements used in the layout.

3.2 **Duty to Inspect Contract Documents**

- A. The Contractor shall carefully study and compare all Contract Documents and verify the conditions, dimensions, and instructions as stated therein.
- B. The Contractor shall immediately notify the City in writing of any:
 - 1. Error, inconsistency, or omission in the Contract Documents that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances.
 - 2. Requirement in the Contract Documents that conflicts with any local, state and federal laws, regulations and/or permits, licenses and easement conditions that a reasonable contractor knew or through the exercise of reasonable diligence, should have discovered under the same and similar circumstances.
- C. The Contractor should not proceed with the Work in question until the Contractor receives written direction from the Project Representative.
- D. If the Contractor proceeds with the Work in question without written direction from the Project Representative, the Contractor shall be responsible for any costs or damages associated with:
 - 1. Fines or penalties;

2. Demolition, tear out, removal, cleanup, remediation, or fixing the work in question; and
 3. Delay, disruption, and loss of productivity.
- E. The Contractor's failure to timely discover and immediately report such errors, inconsistency, or omissions and conflicts in regulatory requirements, permits, license or easements to the City shall preclude the Contractor's recovery of costs and time resulting from the Contractor failure to timely discover and/or immediately notify the City of such errors, inconsistency, or omissions.

3.3 Communications

- A. Communication with the Contractor shall be through the Contractor's Representative.
- B. The Contractor shall notify the City immediately if the Contractor's Representative is changed and identify the name of the new Contractor's Representative and effective date of the change.

3.4 Contractor's Supervision and Employees

- A. The Contractor has an obligation to provide qualified and competent people in sufficient number to administer the Contract and perform all the Work necessary to complete the Project as provided for in the Contract.
- B. During performance of the Work the Contractor shall have qualified full-time supervisory personnel on-site and available to administer, manage and coordinate the Work. The City shall not be responsible for the acts or omissions of the supervisory personnel or their assistants.
- C. The Contractor shall provide the identities of all supervisory personnel to the City prior to commencement of the Work. The Contractor shall not change supervisory personnel except with the written notice to and approval by the City. The Contractor shall provide the City with written notice of any replaced supervisors.
- D. If this Contract was awarded pursuant to a bid invitation that required Contractor to comply with Bidder Responsibility Criteria, Contractor may not alter or modify the Contractor's personnel or other resources or equipment listed by Contractor to comply with such criteria at the time of bid, unless the City expressly consent in advance in writing.
- E. If the Contract was awarded to Contractor after a prequalification, best value proposal or other similar procurement wherein Contractor represented that specific key personnel (i.e., Project Manager and/or General Superintendent) would be used to carry out the Work or fulfill any Contract responsibilities, Contractor's failure to use such key personnel after award of the Contract shall constitute a breach of Contract entitling Contracting Agency at its option to any and all remedies, including but not limited to specific performance, revocation of the Contract Award, refusal to authorize Notice to Proceed, suspension of Work for such time period as is necessary for Contractor to comply with the Contract by mobilizing the specific individuals, and/or termination of the Contract
- F. The Contractor shall at all times enforce good order among all persons furnishing labor or materials on-site and shall only employ workers skilled in the work assigned. If requested by the Project Representative, Contractor shall provide the Project Representative with copies of licenses, registrations, and certifications.
1. The City shall have the right to require the Contractor to remove personnel from the Site that, in the City's sole opinion, do not have the appropriate qualifications and/or experience to meet or uphold the requirements of the Contract. The City shall also have the right to order the Contractor to replace personnel who demonstrate unprofessional behavior.

2. Failure by the City to require removal of any Contractor personnel shall not be deemed an admission that any such personnel are satisfactory, nor shall such failure relieve the Contractor from any obligation or responsibility under the Contract.

3.5 Contractor's Duty When City Performs Work On-Site

- A. The Contractor shall coordinate its Work with the City and other City contractors and, at the City's request, participate in meetings for the purpose of coordinating the Contractor's construction schedule with those of other contractors at no additional cost to the City. To the extent a direct conflict exists with regard to access to the Site, if the contractors cannot work out a resolution that has no impact on Contract Price, Contract Time, and any milestones in the Contract Documents, the Project Representative shall issue written direction to resolve the conflict.
- B. The Contractor shall not cut, excavate, alter, impair, or otherwise engage in work activity that inhibits the work of any other contractors without the prior written consent of the City.
- C. If any part of the Contractor's Work depends, for proper execution or results, upon the prior work of the City or any other contractor, the Contractor shall, before performing the affected Work, inspect and give prompt notice of any apparent discrepancies or defects in the prior work that renders it unsuitable for the reception of Contractor's Work. Contractor's failure to so inspect and/or to give such prompt notice to the City shall constitute an acceptance of the prior work as fit for the reception of its work.

3.6 Materials and Equipment Furnished by City

- A. Unless otherwise specifically provided in the Contract Documents, if the Contract requires that the Contractor install materials and equipment provided by the City, in the absence of a reasonably apparent defect, such materials and equipment shall be considered compliant with the Contract Documents.
 1. If the Contractor discovers defects in the City-furnished material or equipment the Contractor shall immediately notify the City in writing.
 2. After such discovery, the Contractor shall not proceed with Work involving such City materials and equipment unless otherwise authorized in writing by the City.
 3. Contractor's failure to provide immediate written Notice of any defects in material or equipment shall constitute acceptance of such materials and equipment as fit for incorporation into the Work.
 4. Contractor shall be responsible for any damages or delays resulting from Contractor's failure to provide timely written Notice or Contractor's improper incorporation of such defective materials or equipment into the Work.
- B. Unless otherwise specifically provided in the Contract Documents, materials and equipment furnished by the City, which are not of local origin, are considered to be Free On Board "FOB" to the point of destination which is the railroad, truck or port terminal nearest to the Site.
 1. The City shall inspect the equipment at the point of destination and notify the Contractor that the City-furnished material and equipment is available for immediate receipt, possession, and inspection at the point of destination.
 2. Upon such notice, the Contractor shall, within seven (7) days, inspect such City-furnished material and equipment at point of destination and provide immediate written Notice of rejection of said material and equipment if it is defective or does not meet the requirements of the Contract.

- a. The Contractor shall identify the causes for its rejection, including but not limited to the specific defect or nonconformance with the Contract.
- b. Failure to provide such written rejection shall result in a presumption that the Contractor accepts the City-furnished material and equipment, except as to defects not then reasonably discovered.
- c. After receipt by the Contractor at the point of destination all risk of loss and damage to such materials and equipment shall be borne by the Contractor. The Contractor shall promptly unload, transport, store and/or protect such material and equipment from damage.

3.7 **Subcontractor and Suppliers**

A. This Contract is between the City and the Contractor.

1. The Contractor's subcontracting shall create no contract between the City and the Subcontractor and Suppliers. Subcontractors and Suppliers are not intended or incidental third party beneficiaries to the Contract. The Subcontractor and Suppliers shall have no rights against the City by reason of any subcontract or other agreement with the Contractor.
2. The Contractor will be responsible for performing all Work as required by the Contract. The Contract has not been written with the intent of, and City shall not be a party to, defining the division of work between the Contractor and its Subcontractors and Suppliers.
3. The Contractor shall be responsible for all Work and material furnished, and no subcontract shall in any case release the Contractor of its obligations or liability under this Contract and the Performance and Payment Bond.

B. **Selection of Subcontractors and Suppliers**

1. Subcontractors and Suppliers shall be properly licensed, registered or certified, as applicable, and capable to perform the assigned work.
2. If requested by the City, the Contractor shall provide documentation that the proposed Subcontractors and Suppliers are sufficiently qualified, experienced and equipped to do the Work.
3. The Contractor shall require each Subcontractor and Supplier to comply with all provisions of this Contract. At the request of Subcontractors or Suppliers, Contractor shall make available for copying all Contract Documents.
4. If this Contract was awarded pursuant to a bid invitation that required Contractor to comply with Bidder Responsibility Criteria, Contractor may not alter or modify the Subcontractors, Suppliers or key personnel listed by Contractor to comply with such criteria at the time of bid, unless the City expressly consent in advance in writing.

C. **Responsibility for Work of Subcontractors and Suppliers.** The Contractor shall be responsible for the acts and omissions of Subcontractors and Suppliers. The Contractor shall also be responsible for the suitability of any materials, components, equipment or supplies furnished by a Subcontractor and/or Supplier irrespective of whether such were designated or approved by the City.

D. **Removal of Subcontractor and Suppliers.** If dissatisfied with any part of the subcontracted Work or a Subcontractor's or Suppliers' performance of the Work and/or materials supplies on the Project, the City may request in writing that the Subcontractor be removed and/or Supplier be replaced. The Contractor shall comply with this request at once, and shall not, for the

duration of this Contract, either (1) employ the removed Subcontractor for any further work, or (2) purchase any more materials from the rejected Supplier.

- E. Substitution of Subcontractor or Supplier. Contractor shall not substitute any Subcontractor or Supplier without the City's prior written consent.

3.8 Schedule of Working Hours, Overtime, and Shift Work

- A. As specified in the Contract, the Contractor shall submit a schedule of working hours, including overtime and shift work, to the City for acceptance. This schedule shall comply with RCW 49.28 and all other Contract requirements.
- B. The schedule of working hours accepted by the City shall be the only schedule used by the Contractor during performance of Work in the Contract, unless approved in writing signed by the City.
- C. The Contractor shall provide 48 hours advance written Notice of any intent to work outside of regular working hours as defined in the Contract Documents or on Sundays or holidays as defined by the State of Washington. Any Work performed after regular working hours or on Sundays or holidays, shall be performed without additional expense to the City, except as otherwise provided in the Contract Documents.
- D. Work hours shall comply with the requirements of the local agency with jurisdiction and the permits for the project.
- E. Regular working hours included in the schedule of working hours submitted by the Contractor to the City shall fall within the days Monday through Friday and the hours 7:30 a.m. to 6 p.m.
- F. Any work that requires the Owner to be onsite must be completed by the Contractor before 3:30 pm each working day unless otherwise agreed upon with the Owner.

3.9 Record Documents

- A. The Contractor shall keep a copy of the Contract Documents on the Site.
- B. The Contractor shall further keep at the Site an accurate, readable, and orderly record set of drawings and specifications, updated as the job progresses to show all approved changes, options, alternates, and all actual deviations from the original Contract Documents. This set of drawings and specifications shall be the Record Documents.
1. The Record Documents shall be maintained in hard copy and at the City's option, in electronic format meeting the City's requirements. The technical specifications shall state the electronic format.
 2. In addition to all approved changes, options, alternates, and all actual deviations from the original Contract Documents, the Record Documents shall be marked as follows:
 - a. Record all materials used where options, alternates and/or change orders were indicated, specified and/or authorized;
 - b. Accurate measurements referenced to two permanent structures shall be recorded to show the exact location and changes in direction of all underground services and utilities, as well as their approximate depth below finished grade;
 - c. Update the Record Documents with information about each item of capital equipment or other fixed asset installed, including type of equipment, make, model, serial number, and acquisition cost;
 - d. Update the Record Documents identifying each item of capital equipment or other fixed asset removed from the Project, including type of equipment or fixed asset,

make, model, serial number and description of location from which it was removed;
and

- e. Record all other requirements as specified in the Technical Specifications.
- C. The Record Documents shall be kept up-to-date and be available for review by the City at all times, including but not limited to at each job progress meeting. Failure to have the record set up-to-date shall be sufficient reason for the City to withhold payment in accordance with Section 7.2, *Payments Withheld*, until all such information is recorded.
- D. Record Documents may be used to assist the City to verify the appropriate progress payment.

3.10 **Cost Records**

- A. The Contractor and Subcontractors and Suppliers shall maintain Project cost records by cost codes and shall segregate and separately record at the time incurred all costs (1) directly associated with each work activity and (2) directly or indirectly caused by any event or condition for which the Contractor seeks an adjustment in the Contract Price, Contract Time, and/or damages.
 - 1. Any costs claimed to be caused by any such event or condition, including, but not limited to, delay and impact costs, acceleration costs, loss of productivity or efficiency, and increased or extended overhead, shall be recorded at the time incurred and be fairly and accurately allocated by cause to each such event or condition and to other causes of such costs.
 - 2. The City shall be provided with a detailed description of all such costs and the basis of allocation. The Contractor, Subcontractors, and Suppliers shall maintain a monthly summary of all costs and shall make all underlying cost records and monthly summary of costs available for review, inspection, and copying by the City upon request.
 - 3. Any work performed for which the Contractor intends to seek an adjustment in Contract Price and/or Contract Time shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.
- B. In addition to the requirements set forth in Section 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*, the Contractor shall not be entitled to a Change Order, an adjustment to the Contract Price, a Claim or any other extra compensation for an event or condition and/or the recovery of damages if cost records specified herein are not kept in full compliance with all Contract requirements.

3.11 **Maintenance and Inspections of Documents**

- A. All Contractor's, Subcontractor's, and Supplier's documents and records (physical and electronic) relating to the Contract shall be open to inspection, audit, and/or copying by the City or its designee regardless of the existence of a Claim or Request for Change Order:
 - 1. During the Contract Time; and
 - 2. For a period of not less than six years after the date of Final Acceptance of the Contract ("Preservation Period"); or if any Claim, audit or litigation arising out of, in connection with, or related to this Contract is initiated, all documents shall be retained until such Claim, audit or litigation is resolved or completed, whichever occurs later.
- B. The Contractor shall also guarantee that all Subcontractors and Suppliers documents shall be retained and made available for similar inspection, audit and/or copying during the Contract Time and the Preservation Period or longer as may be provided in Section 3.11A.

- C. The City or its designee may exercise its right to perform inspection, audit, and/or copying of all records or documents described herein at any time with not less than five (5) days written Notice, provided however, if an audit or inspection is to be commenced more than sixty (60) days after the Final Acceptance date of the Contract, the Contractor will be given twenty (20) days Notice of the time when the audit or inspection is to begin.
- D. The Contractor, Subcontractors, and Suppliers shall provide adequate facilities, acceptable to the City, for inspection, auditing, and/or copying during normal business hours.
- E. If the Contractor is formally dissolved, becomes insolvent, is acquired or sells substantially all of its assets or assigns or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify the City in writing and preserve all records and documents, at its expense, as directed by the City.
- F. The Contractor, Subcontractors and Suppliers shall be subject to audit, inspection and/or copying as provided herein at any time with respect to this Contract up to the maximum period allowed under Section 3.11A. Failure to maintain and retain records and documents and required herein or failure to allow the City to verify all costs or damages or failure to permit the City access to the books and records of the Contractor, Subcontractors and Suppliers shall constitute a waiver of the rights of the Contractor, Subcontractors, and Suppliers to Claim or be compensated for any damages, additional time or money under this Contract.
- G. At a minimum, the following documents, including the machine readable electronic versions, shall be available for inspection, audits, and/or copying by the City or the Project Representative:
 - 1. Daily time sheets and all daily reports, Supervisor's reports, and inspection reports;
 - 2. Collective bargaining agreements;
 - 3. Insurance, welfare, and benefits records;
 - 4. Payroll registers;
 - 5. Earnings records;
 - 6. All tax forms, including payroll taxes;
 - 7. Material invoices and requisitions;
 - 8. Material cost distribution worksheets;
 - 9. Equipment records (list of Contractor's, Subcontractors', and Suppliers' equipment, rates, etc.);
 - 10. Contracts, purchase orders and agreements between the Contractor and each Subcontractor and Supplier;
 - 11. Subcontractors' and Suppliers' payment certificates;
 - 12. Correspondence, including email, with Subcontractors and/or Suppliers;
 - 13. All meeting notes by and between Contractor, Subcontractors, Suppliers and/or any third parties related to the Project;
 - 14. Canceled checks (payroll and vendors);
 - 15. Job cost reports, including monthly totals;
 - 16. Job payroll ledger;
 - 17. Certified payrolls;
 - 18. General ledger;
 - 19. Cash disbursements journal;

20. Escrow bid documents, take off sheets, and calculations used to prepare the bid and/or quotes;
21. Take off sheets, calculations, quotes, other financial data to support change proposals, request for change order and/or claims;
22. Financial statements for all years during the Contract Time. In addition, the City may require, if it deems appropriate, additional financial statements for 3 years preceding execution of the Contract and 6 years following Final Acceptance of the Contract;
23. Depreciation records on all Contractor's, Subcontractor's, and Supplier's equipment, whether these records are maintained by the Contractor, Subcontractors, and Suppliers involved, its accountant, or others;
24. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the Actual Cost of owning and operating equipment, all such other source documents;
25. All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim;
26. Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, Suppliers, all documents which establish time periods, individuals involved, the hours for the individuals, and the rates for the individuals;
27. Worksheets, software, and all other documents used (a) by the Contractor to prepare its bid and schedule(s) and/or (b) to prepare quotes and bids to the Contractor;
28. All schedule documents, including electronic versions, planned resource codes, or schedules and summaries;
29. All submittals; and,
30. All other documents, including email, related to the Project, Claims, or Change Orders.

The Contractor shall mark any documentation it considers proprietary or confidential accordingly. Such information will be treated as such by the City; however, the City cannot insure that this information will not be subject to release pursuant to a public disclosure request, court order or subpoena from a third party. In the event the City receives a request for such information, the City will immediately advise the Contractor and will not release requested information for a period of not less than ten days in order to give the Contractor an opportunity to obtain a court order prohibiting the release of the information in response to the public disclosure request, court order or third-party subpoena.

3.12 Maintenance and Site Cleanup

- A. The Contractor shall at all times keep the Site, access points, and public rights-of-way free from accumulation of dirt, mud, waste materials or rubbish caused by the Contractor or Subcontractors. At the completion of the Contract Work, the Contractor shall remove and lawfully dispose of all its dirt, mud, waste materials, rubbish, tools, scaffolding and surplus or partly used materials from the Site and shall leave the Site broom clean unless a different standard is specified in the Contract.
- B. The Contractor shall obey all applicable laws and regulations relating to the storage, use, and disposal of Hazardous Materials. The Contractor shall promptly notify the City of all spills or releases of Hazardous Materials on or near the Project Site regardless of the cause, and, if the spill or release was caused by the Contractor, Subcontractors, Suppliers or other person for whom the Contractor is responsible, the Contractor will pay the cost to promptly clean up all such spills or releases and any associated fines or penalties. The Contractor shall maintain

documentation of the clean up and disposal of all spills or releases of Hazardous Materials on or near the Project Site.

- C. In case of a dispute over clean up, the City may, after written notice to the Contractor, sweep surfaces or remove the dirt, mud, waste materials, rubbish, or hazardous materials and charge all costs of such work to the Contractor. The City may charge the Contractor or deduct such costs from payments otherwise due the Contractor pending a resolution of the dispute or exercise its rights under the Performance and Payment Bond. In the event there are insufficient funds remaining, excluding retention, the Contractor shall pay the City for the costs associated with maintenance and site cleaning.

3.13 Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, trees, and vegetation not shown in the Contract Documents to be removed or modified at or near the Site. Contractor shall repair, at no cost to the City, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, City may have the necessary work performed and deduct or charge the cost to Contractor or exercises its rights under the Performance and Payment Bond. In the event there are insufficient funds remaining, excluding retention, the Contractor shall pay the City for the costs associated with protection and repairing the damages.
- B. For the various phases of construction of this Project, Contractor shall protect from damage all existing structures, equipment, improvements, utilities, trees, and vegetation not shown in the Contract Documents or the approved project schedule to be removed or modified at or near the Site during that phase of work. Contractor shall repair, at no cost to the City, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, City may have the necessary work performed and deduct or charge the cost to Contractor or exercise its rights under the Performance and Payment Bond. In the event there are insufficient funds remaining, excluding retention, the Contractor shall pay the City for the costs associated with protection and repairing the damages.

3.14 Permits, Laws and Regulations

- A. Except those permits, easements, licenses, and variances specified in the Contract as having been previously obtained by the City, all permits, easements, licenses and variances necessary for the execution of the Work shall be secured and paid for by the Contractor. The Contractor shall identify and apply for such permits, easements, licenses and variances at the earliest possible time so as to avoid any delay to the Contract Work arising from the approval, permitting and/or licensing process. No actions taken by the City to aid the Contractor in securing any permit, easement, license or variance shall relieve the Contractor of any obligations to timely secure any such permit, easement, license or variance.
- B. The Contractor shall also maintain all stamped permit sets of documents at the Site during construction, in good condition and as required by local ordinances.
- C. The Contractor shall perform all work hereunder in full compliance with local, state and federal laws, ordinances, resolutions and regulations, and with permit, license, easement, and variance conditions pertaining to the conduct of the Work. The Contractor shall defend, indemnify, and hold the City harmless from any assessment of fines, penalties, or damages arising from violations of the same by the Contractor or Subcontractor or Suppliers. The Contractor shall pay and provide proof of payment for any assessments of fines, penalties or damages. The

Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements.

- D. If the Contractor discovers that the Drawings, Specifications or other portions of the Contract Documents are in conflict with any local, state, and federal laws, City resolutions, regulations and/or permit, license, and easement conditions, the Contractor shall promptly notify the City in writing of such conflict and await resolution of the conflict. If the Contractor proceeds with the work in question without resolution from the City, the Contractor shall be solely liable for any costs, fines, penalties or damages that accrue, including the costs for remedial work required to meet the law or condition.
- E. The Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid by the City under the Contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the calculation of the amount of any taxes.

3.15 Patents and Royalties

- A. The costs or fees relating to royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Work under this Contract or with the use of completed Work by the City shall be paid by the Contractor. The Contractor and its sureties shall protect and hold the City, and its officers, agents and employees, harmless against any and all demands made for such fees or claims brought or made by or on behalf of the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.
- B. Should the Contractor, its agent, representatives or employees, or any of them, be enjoined from furnishing or using any invention, article, material or appliances supplied or required to be supplied or used under the Contract, the Contractor shall promptly notify the City of the Contractor's intent to substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the City. In the event the City elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, material or appliances as may be required to be supplied by the Contract, the Contractor shall pay all royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, representatives and employees, or any of them to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the City shall have the right to make such substitution or the City may pay such royalties and secure such licenses and charge the Contractor, even though final payment under the Contract may have been made.

3.16 Contractor's Certification

- A. Conflict of Interest. The Contractor certifies (and shall require each Subcontractor to certify) that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives acquires such a conflict of interest, the Contractor shall immediately disclose such interest to the City and take action immediately to eliminate the conflict.

- B. Contingent Fees and Gratuities. The Contractor, by entering into this Contract with the City to perform or provide work, services or materials, has thereby covenanted:
1. That no person or selling agency, except bona fide employees or designated agents or representatives of the Contractor, has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee may be paid; and,
 2. That no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Contractor or any of its agents, employees or representatives, to any employee, agent or representative of the City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending thereof, or the making of any determination with respect to the performance of this Contract. The Contractor certifies that it has not made any contributions to any person or entity as a condition of doing business with the City and it has disclosed to the City all attempts by any person to solicit such payments.

3.17 Deviation from Contract

- A. The Contractor shall not make an alteration, variation, addition, deviation, or omission from the requirements of the Contract without the prior written consent of the Project Representative.
- B. Any such alteration, variation, addition, deviation, or omission by the Contractor shall not result in any extra compensation or extension of any Contract Milestone or Contract Time.
- C. The City shall have the right to treat any such alteration, variation, addition, deviation, or omission from the requirements of the Contract as a contract breach if prior written consent is not obtained from the Project Representative, which may be justification for the City to withhold payment, stop work, or terminate the Contract for default.

3.18 Operations, Material Handling, and Storage Areas

- A. Operating Area. Contractor shall confine all operations, including storage of materials on the Site, to City-approved areas.
- B. Temporary Buildings and Utilities. Temporary buildings (including storage sheds, shops, offices) and utilities may be erected by Contractor on the Site only with the consent of the City and without expense to the City. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by the Contractor at its expense upon completion of the Work
- C. Use of Roadways. The Contractor shall use only established roadways or temporary roadways authorized by the City. When materials are transported during performance of the Work, vehicles shall not be loaded beyond the loading capacity of the roadway or the vehicle and in no circumstances shall vehicles be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Disposal/Removal of Materials. The Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal of all such materials and components. The Contractor shall provide the City with a copy of all manifests and receipts evidencing proper disposal when required by the City or applicable law.
- E. Protection and Care of Contractor's Materials and Equipment. The Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Site. Materials and equipment may be stored on the Site at the Contractor's own risk and with prior written approval from the City. When the Contractor uses any portion of the Site as a shop, the Contractor shall be responsible for any repairs, patching, or cleaning arising from

such use and for obtaining any necessary permits to establish such shop or temporary storage facilities.

3.19 Contractor's Overall Responsibility for Protection of Work, Property, and Persons

- A. The Contractor shall be solely and completely responsible for conditions of the Site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the Site. This obligation shall apply continuously and shall not be limited to normal working hours. The City's inspection of the Work or presence at the Site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. The Contractor shall be responsible for responding to any request for information from any government agency charged with enforcing safety regulations. The Contractor shall immediately inform the City of the receipt of any such request for information and the Contractor shall keep the City informed of the efforts it is undertaking to respond to the request.
- C. Unless otherwise required in the Contract Documents, the Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials and equipment associated with the Work until the date of Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, Subcontractors, Suppliers or third parties authorized or allowed on the Site by the Contractor until Final Acceptance.
- D. The Contractor shall also be solely and completely responsible for damages arising from the work that affects property adjacent to the Site.
- E. The Contractor shall repair or replace without cost to the City any damage or loss that may occur, except damages or loss caused by the act or omissions of the City.
- F. The Contractor shall erect and maintain adequate signs, fencing, barricades, lights or security measures and persons to protect the Work until Project Representative authorizes in writing the removal of signs, fencing, barricades, lights or security measures.

3.20 Protection of Persons

- A. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be affected by such Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be to manage and coordinate the safety programs and to prevent accidents of the Contractor and Subcontractor and Suppliers.
- B. Except as otherwise stated in the Contract, if the Contractor encounters on the Site material reasonably believed to be Hazardous Material including but not limited to asbestos, lead, or polychlorinated biphenyl (PCB), that Contractor shall immediately stop work in the area affected and give notice of the condition to the City. Work in the affected area shall not be resumed without written direction by the City.

- C. The Contractor shall maintain in a reasonable number of conspicuous and accessible places at the Site all materials necessary for giving first aid to the injured. The Contractor shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, of persons who may have been injured on the Site. Employees shall not be permitted to work on the Site before the Contractor has: (1) provided all materials necessary for giving first aid at the Site; and, (2) established and made known procedures for removal of injured persons to a hospital or doctor's care. The Contractor shall ensure that at least one of its employees on site has adequate training in first aid.
- D. In order to protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued there under, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued there under by the Washington State Department of Labor and Industries. The WISHA regulations shall apply, without limitation, to all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the work may be considered a breach of this Contract.

3.21 **Safety Program**

- A. The Contractor shall prepare and provide to the City a written site specific "Safety Program" demonstrating the methods by which all applicable safety requirements of this Contract will be met. The Contractor shall ensure its Subcontractors and Suppliers have a written "Safety Program" or formally adopt the Contractor's site specific "Safety Program." The Contractor shall designate a Safety Officer who shall be responsible for proper implementation of the "Safety Program." The Contractor shall submit a copy of its "Safety Program" and any Subcontractor's "Safety Program" to the City within fourteen (14) days after the Contractor signs the Contract. The City's review of such Programs shall not be deemed to constitute approval or acceptance thereof and shall not relieve or diminish the Contractor's sole responsibility for Site safety.
- B. The Contractor shall conduct a weekly safety audit meeting with all Subcontractors and Suppliers and others on the Site performing Work hereunder to discuss general and specific safety matters. The Contractor shall provide upon request, notice of each meeting to the City. At the City's request the Contractor shall provide the City with a record of each meeting, including a sheet on which each attendee signed in and a list of the matters discussed.

3.22 **Contractor's Property**

The Contractor's tools and equipment and building materials to be incorporated into the Project may be stored on the Site but all such storage shall be subject to the requirements of the Contract. Any repairs, patching or cleaning of the Site that may be necessary to restore the Site to its previous condition due to storage of the Contractor's materials, tools or equipment, or other aspects of the Contractor's Work, shall be the responsibility of the Contractor.

3.23 **Archaeological and Historical Preservation**

The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW entitled Archaeological Sites and Resources. The Contractor shall immediately notify the Project Representative if any artifacts, skeletal remains or other archaeological resources (as defined under RCW 27.53.040 now and as hereinafter amended) are unearthed during excavation or otherwise

discovered on the site of the work. If directed by the Project Representative, the Contractor shall immediately suspend any construction activity which, in the opinion of the Project Representative, would be in violation of Chapter 27.53 RCW. The suspension of Work shall remain in effect until permission to proceed has been obtained by the Project Representative from the State Historic Preservation Officer or private landowner, as applicable.

3.24 Water Pollution Control Requirements

The Contractor shall comply with and be liable for all penalties, damages and violations under Chapter 90.48 RCW in the performance of this work. By submitting a bid for and entering into this Contract, the Contractor has thereby assured the City that the Contractor has knowledge of, understands and will comply with the provisions and requirements of Chapter 90.48 RCW, including any regulations issued pursuant thereto. The Contractor shall also perform its work in compliance with water pollution control requirements as may be set forth in this Contract and as may be a part of any permit or other authorization issued or obtained for this Contract.

3.25 Rights of Way/Easements

- A. All rights of way/easements to be provided by the City for use by the Contractor and for the completed work shall be set forth in the Specifications and may be shown on the Drawings. The Contractor's construction activities shall be confined within the identified rights of way/easements, unless the Contractor makes arrangements for use of additional public and/or private property and complies with the requirements of this provision. The Contractor shall comply with all requirements set forth in such rights of way/easements documents and in the Contract applicable to the performance of work hereunder. The Contractor shall provide written notice to the Project Representative of the dates of commencement and completion of work on each rights of way/easements provided by the City. If the Contractor fails to diligently prosecute and complete the work on each such right of way/easement and, as a result of such failure, the City becomes obligated to pay additional amounts for the use of such right of way/easement, the Contractor shall be charged such additional costs which shall be set off against any amounts owing to the Contractor or entitle the City to a reimbursement from the Contractor. Upon completion of use of each right of way/easements, the Contractor shall provide the Project Representative with a written release signed by the landowner, or authorized agent therefore, stating that the landowner has no claims whatsoever against the City on account of the Contractor's use of such right of way/easements.
- B. If the Contractor makes arrangements for use of such additional public and/or private property, the Contractor, prior to using such property, shall provide the Project Representative with written permission of the landowner, or duly authorized agent of such landowner, for such use. Upon completion of use of such property, the Contractor shall provide the Project Representative with a written release signed by such landowner or authorized agent therefore stating that the owner has no claims whatsoever against the City on account of the Contractor's use of such property.
- C. The Contractor shall save the City harmless from all suits and legal proceedings of every kind and description that might result from use of or damage to rights of way/easements and public and/or private property by the Contractor. The Contractor shall comply with all laws, rules, regulations, ordinances, resolutions or directives relating to its use of public rights or way/easements, streets or highways; and its use of same shall not disturb the rights and property of adjacent landowners.

3.26 Environmental Mitigation Plan

If required elsewhere in the Contract Documents, the Contractor shall prepare and submit to the Project Representative a plan by which the Contractor and its Subcontractors and Suppliers shall ensure all environmental mitigation requirements shall be complied with during performance of the work under this Contract. The plan shall specifically address each such requirement. Failure to submit a complete environmental mitigation plan may result in suspension of work; delays, if any, resulting therefrom shall be considered caused by the acts of the Contractor, and any time delays or additional costs resulting therefrom shall be borne by the Contractor. Preparation of such a plan and compliance with all environmental mitigation requirements shall be deemed incidental to the work under this Contract and all costs therefore shall be included in the Contract Price.

3.27 Construction Management Office

- A. Provide for use by the Construction Management team, suitable office space for use by CM personnel during the course of the work. Suitable space shall consist of a separate office trailer, not a portion of the Contractor's office. This office shall be available for use and fully equipped and connected to utilities within fifteen (15) days of NTP 1.
- B. The office trailer shall be a mobile trailer. Standard construction shall include insulation, vinyl flooring, and acoustic tile ceiling. Provide hot and cold potable water service, no sanitary sewer service is required.
- C. The following features shall be built into the office trailer:
 - 1. Windows with screens, blinds, and security bars.
 - 2. Heating and air conditioning system.
 - 3. Convenience power outlets.
 - 4. Exterior doors, lockable.
 - 5. Telephone service. Cellular service is acceptable as telephone service.
 - 6. Electrical service.
 - 7. Internet service (high speed).
 - 8. Office furniture, including 1 desk with swivel chair, 4' x 8' meeting table with six standard chairs, 3' x 6' plan table, plan rack, coat rack or wall pegs.
 - 9. The power, lighting, and heating and air condition systems shall have sufficient capacity for 24-hour use during all seasons of the year.
- D. Office Trailer Maintenance:
 - 1. Provide labor and materials necessary to maintain and clean the office trailer on a daily basis to the CM's satisfaction. Maintain and clean the office trailer throughout the contract.
 - 2. No direct payment shall be allowed for the office trailer and appurtenances. The cost thereof, including erection, maintenance, electrical service, garbage service, telephone, and removal of facilities shall be included in the Contract Price.

3.28 Progress Cleaning

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris and rubbish from the site immediately upon such materials becoming unfit for use in the work. In the event that this material is not removed, Owner reserves the right to have the material removed and the expense charged to the Contractor.

3.29 Construction Management Software

Owner's Construction Management Team (CMT) will provide a Document Control System (DCS) for this Project. Contractor shall also use this web-based system throughout the Project for submittal and tracking of all documents including, but not limited to, Requests For Information (RFIs), Change Order Requests (CORs), Submittals, and general project correspondence. Contractor shall become familiar with DCS prior to the Pre-Construction Meeting. Owner will not be responsible for any costs that the Contractor may incur in using this system to incorporate the DCS forms and tools into its own project management processes.

SECTION 4: ADMINISTRATION OF THE CONTRACT

4.0 Time of Essence

All time requirements set forth in the Contract Documents are of the essence.

4.1 Work Process

The Contractor shall be required to:

- A. Prosecute the Work diligently with adequate forces;
- B. Plan, coordinate, and layout the Work in advance so as to avoid delay;
- C. Achieve Substantial Completion of the Work and Final Acceptance in accordance with the requirements of Contract Documents; and,
- D. Complete all Contract close out requirements in accordance with all applicable Contract requirements within the time period established by the City in the Certificate of Substantial Completion.

4.2 Schedule of Values

- A. Unless otherwise specified, within fourteen (14) days after the Contractor signs the Contract, the Contractor shall submit to the City at the time specified in the Contract a detailed Schedule of Values which identifies the various activities of the Contract Work and their values and quantities, including the overhead and profit for each activity. The Contractor warrants that the values identified in its Schedule of Values accurately reflect the value of each work activity. The Schedule of Values shall be used as a basis for calculating all Progress Payments. Payment for Contract Work shall be made only for and in accordance with those activities identified in the Schedule of Values.
- B. The Contractor shall not be entitled to, nor shall the City be required to make, payment for any Contract Work until the Schedule of Values has been accepted by the City. Such acceptance shall not be unreasonably withheld.
- C. The City shall review and accept the Schedule of Values or provide the Contractor with a written explanation of why the Schedule of Values was not acceptable. The City shall use reasonable efforts to review the Schedule of Values within 30 days of the City's receipt of the Contractor's submittal of its Schedule of Values. The City's acceptance of the Schedule of Values shall not relieve the Contractor from its sole responsibility for the accuracy of the Schedule of Values and its compliance with all Contract requirements. The Contractor shall revise the Schedule of Values as necessary to accurately reflect Change Orders. The revised Schedule of Values shall be provided to the City within five (5) days of the approval of the Change Order.

- D. Each Application for Payment shall include a current status of the Schedule of Values. No Application for Payment will be considered until the current status of the Schedule of Values has been submitted and accepted.
- E. The activities which the Contractor identifies within its Schedule of Values shall be specifically referenced within, and conform and be consistent with the activities set forth within the Project Schedule.
- F. Subject to Section 7.0C, lump sum Mobilization bid items (if any) shall be measured and paid under the Schedule of Values in accordance with the following percentage of earned completion: (a) upon earned completion of 10% of the Contract Price in its entirety (exclusive of the Mobilization sum itself), the City shall pay 50% of the Mobilization lump sum bid item and (b) the remaining 50% of the lump sum Mobilization bid item shall be paid by the City upon the Contractor's earned completion of 25% of Contract Price (exclusive of Mobilization). In no event shall the amount bid or allowed for Mobilization exceed 10% of the total Contract Price for all other items listed in the Bid.

4.3 **Project Schedule**

- A. Unless otherwise stated in the Contract, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to the City a Project Schedule in hard copy and/or electronic format as required by the Contract. The Project Schedule shall show the sequence in which the Contractor proposes to perform the Work, indicate the Critical Path, identify the dates on which the Contractor proposes to start and finish the scheduled activities of the Contract Work, indicate Contract Milestone (if any) completion dates, indicate Substantial Completion within the Contract Time, indicate dates for Physical Completion and Final Acceptance, and meet all the requirements as may be set forth more particularly in the Technical Specifications on Project Schedule.
- B. The Project Schedule shall be prepared in the format as specified in the Technical Specifications.
- C. Within 30 days of the City's receipt of the Contractor's submittal of its Project Schedule or unless stated elsewhere in the Contract, the City shall review the Project Schedule and provide the Contractor with written comments. The City will review the Project Schedule. To the extent the Project Schedule does not meet such Technical Specifications or the General Conditions, the Contractor shall revise the Project Schedule to make it compliant.
- D. By reviewing the Project Schedule and providing written comments, the City is not approving or adopting the Contractor's plan, schedule, means, methods, techniques, sequences, or procedures required to perform the Work. Review and comment by the City of the Project Schedule shall not relieve the Contractor from the sole responsibility for the accuracy of a Project Schedule, and its compliance with all Contract requirements, and its responsibility to meet all required Contract completion dates. Failure by the City to indicate items on the Project Schedule that do not conform with the Contract requirements shall not alter or waive the Contract requirements or relieve the Contractor from complying with all Contract requirements.
- E. The Contractor shall not be entitled to, nor shall the City be required to make payment for any Contract Work until the Project Schedule complies with all Contract requirements.
- F. Contractor shall schedule the Contract Work so that the Contract Work is completed within the Contract Time.

- G. Contractor's Project Schedule submitted in accordance with Section 4.3.a shall contain a minimum of 30 calendar days of Float (unless that period is extended by Specification, in which the duration stated in the Specification shall govern). City shall have the sole and exclusive right to utilize 50% of the Float and Contractor shall have the sole and exclusive right to utilize the remaining 50% of the Float. Contractor shall not sequester or modify or eliminate Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing.
- H. The Contractor shall regularly enter the actual progress of the Work and Contract Time extensions approved by the City on the Project Schedule. Updated Project Schedules shall reflect actual progress and completion within the Contract Time and shall be provided to the City with each Application for Payment format(s) as required by the Contract. Applications for Progress Payments will not be considered by the City and the Contractor will not be paid until the Contractor complies with these requirements. The updated Project Schedule shall be used to assist the City in verifying the appropriate payment.
- I. If, in the opinion of the City, the Contractor falls behind in its progress of the Work due to acts or omissions of the Contractor, Subcontractors and Suppliers, the Contractor shall take all necessary steps to improve its progress and bring its progress back in-line with the accepted Project Schedule, without additional cost to the City. In this circumstance the Contractor shall, as necessary, increase the number of shifts, overtime operations, and/or days of work, both on and off the Site, and submit for acceptance any supplementary schedule or schedules as the City deems necessary to demonstrate how the accepted rate of progress will be regained. Failure of the Contractor to comply with the requirements under these provisions shall be grounds for a determination by the City that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the City may pursue any right it has under the law or the Contract, including but not limited to default termination.
- J. The Contractor shall schedule the Contract Work so that the Contract Work is completed on time. If the Contractor attempts to perform the Contract Work in less than the Contract Time no additional compensation for any delays attributable to the City or any acceleration will be owed to the Contractor if the Contractor fails to achieve the earlier completion date.
- K. Use of Contract Milestones (if any) does not signify the existence of separate projects or eliminate Contractor's obligation to develop a Project Schedule containing a single, continuous Critical Path.

4.4 **Submittals**

- A. Submittals include shop drawings, setting and erection drawings, schedules of materials, product data, samples, certificates and other information prepared for the Work by the Contractor or a Subcontractor as set forth in the Technical Specifications ("Submittals"). The Contractor shall perform no portion of the Work requiring Submittals until the Submittals have been reviewed and returned by the City with one of the following annotations: (1) "No Exceptions Taken" or (2) "Note Markings".
- B. Prior to furnishing the Submittals to the City, the Contractor shall: (1) review all Contractor and Subcontractor Submittals for accuracy, completeness, and compliance with the Contract; (2) coordinate all Submittals with all Contract Work by other trades and with field measurements; and (3) indicate approval on the Submittals as a representation that it has complied with its obligation to review and coordinate Submittals. Where required by law or by the Contract, an appropriate licensed professional shall stamp Submittals. Submittals lacking

required stamps or evidence of Contractor review and approval will be returned without review by the City for resubmission. Submittals shall be sequentially numbered.

- C. When submitting information, the Contractor shall identify and state reasons for any alteration, variation, addition, deviation, or omission from the Contract. The Contractor shall not perform work that alters, varies, adds, deviates, or omits Work without prior specific written acceptance by the City.
- D. The Contractor shall provide Submittals with reasonable promptness and in such sequence as to facilitate the timely completion of the Contract. The Contractor shall prepare and keep current, for review by the City, a schedule of Submittals which is coordinated with the Contractor's Project Schedule and allows the City reasonable time for review.
- E. The City shall review the Contractor's Submittals and respond in writing with reasonable promptness. Unless otherwise agreed, no delay to the Contractor's Work shall be attributable to the failure by the City to respond to a Submittal until thirty (30) days after the Submittal is received by the City, and then only if failure by the City to respond is unreasonable and affects the Contract completion date.
- F. If the Contractor is required to resubmit a Submittal, any revisions on resubmittals, shall be specifically identified in writing and the resubmitted Submittal shall be sequentially alpha denoted and note revisions in numerical order. The cost of the review of the initial Submittal and the first revised submittal shall be borne by the City. The costs of all additional revised Submittals shall be charged to the Contractor. The cost of review shall include, without limitation, administrative, design, and engineering activities directly related to review of Submittals. The City may deduct these costs from any amounts due the Contractor.
- G. The City shall review the Contractor's Submittals only for conformance with the design of the Work and compliance with the Contract. Review of the Submittals are not conducted to verify the accuracy of dimensions, quantities, or calculations, the performance of materials, systems, or equipment, or construction means, methods, techniques, sequences, or procedures, all of which remain the Contractor's responsibility. Failure by the City to take exception to a Submittal shall not relieve the Contractor from any duty, including its responsibility for errors or omissions in Submittals, its duty to make Submittals and its duty to perform the Work according to the requirements of the Contract. The City's review of a Submittal shall not alter or waive the requirements of the Contract unless the City has issued prior written approval of such change or alteration of the Contract requirements.
- H. The Contractor's failure to identify any error, deviation, or omission and subsequent acceptance of the Submittal by the City shall not relieve the Contractor from the obligation to comply with the all requirements in the Contract Documents.

4.5 Requests for Information

- A. If the Contractor determines that some portion of the drawings, specifications or other Contract Documents require clarification or interpretation by the City because of an apparent error, inconsistency, omission, or lack of clarity in the Contract, the Contractor shall promptly submit a Request For Information ("RFI") and, unless otherwise directed, shall not proceed with the affected Work until the City has responded to the RFI. The Contractor shall plan its work in an efficient manner so as to allow for timely responses to RFIs.
- B. RFIs shall only be submitted by the Contractor on a RFI Form provided by the City or in a form acceptable to the City. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response from the City is needed. In

the RFI, the Contractor shall set forth its own interpretation or understanding of the requirement along with reasons why it reached such an understanding.

- C. The City will review RFIs to determine whether they meet the requirements identified above in paragraph B to qualify as an RFI. If the City determines that the document is not an RFI it will be returned to the Contractor, un-reviewed as to content. When appropriate the Contractor may resubmit the RFI on the proper form, with all required information and in the proper manner.
- D. The City shall respond in writing with reasonable promptness to Contractor's RFI, which is defined to mean up to ten (10) Days unless the City concludes the RFI is sufficiently complex as to prohibit a reply with such period in which case the response will be provided within up to twenty (20) Days.
- E. If Contractor submits an RFI on an activity and reasonably believes that a response from City within up to ten (10) Days will cause a delay to the critical path of the Work, Contractor shall denominate such particular RFI as "Priority" and indicate Contractor's preferred reasonable response date which City does not warrant it will achieve but which City will in good faith attempt to attain.
- F. The City's response to a RFI shall not be considered a change to the Contract requirements. To the extent the Contractor believes that the City's response to the RFI constitutes changed work impacting Contract Price or Contract Time, the Contractor shall submit a Contractor's Request for a Change Order to the City in accordance with Section 5, *Changes to the Contract*.

4.6 Tests, Inspections, and Access to the Work

- A. The Contractor shall document and maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract. The Contractor shall maintain all documentation related to testing and inspection and make such documentation available to the City at its request. Contractor shall be responsible for inspection and quality assurance of all its Work and all Work performed by any Subcontractor and all materials supplied by a Supplier. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to City, or with the appropriate public authority. If any governmental, regulatory, or permitting authority requires any portion of the Work to be inspected, tested, or approved, the Contractor shall make all arrangements for and cooperate with such inspections, tests, and approvals so as not to delay completion of the Contract Work. The Contractor shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the City at least three (3) working days notice of: (1) when the work is ready to be tested and inspected and (2) when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to City upon request.
- B. The Contractor shall cooperate with the City in the performance of any tests and inspections of the Work. The Contractor has the duty to coordinate all tests and inspections in a manner, which does not negatively impact Contractor's compliance with the Contract.
- C. If any Work required to be inspected, tested, or approved is covered by the Contractor, Subcontractors, Suppliers or any other person for whom the Contractor is responsible without such inspection, testing or approval being obtained, it shall, if requested by the City, be uncovered for observation and then subsequently recovered after inspection or repair, and such uncovering and recovering shall be at Contractor's expense.

- D. Upon request by the City, any Work not otherwise required to be inspected or tested shall be uncovered by the Contractor. If the Work is found to comply with the Contract the City will (1) pay the costs of testing and inspection; (2) pay the costs associated with the uncovering and recovering of the Works; and (3) adjust the contract Time to the extent the inspection and repair impacted the project schedule and delayed completion of the work; otherwise the Contractor shall bear such costs as well as all costs of correction and the Contractor shall not be entitled to an adjustment in Contract Time.
- E. The City may, at any reasonable time and at its own cost, conduct inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract. The City shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract. The City inspection and tests are for the sole benefit of the City and do not:
 - 1. Constitute or imply acceptance;
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract; or,
 - 5. Impair City's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- F. Neither observations by an inspector retained by the City, the presence or absence of such inspector on the Site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract. Inspectors are not agents of the City and they are not authorized to change any term or condition of the Contract.
- G. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by the City. The City may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. The City shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

4.7 Correction of Work or Damaged Property

- A. If the City determines that material, equipment, workmanship, or Work proposed for, or incorporated into the Work, does not meet the Contract requirements or fails to perform satisfactorily, the City shall have the right to reject such Work by giving the Contractor written notice that such Work is either defective or non-conforming.
 - 1. The City, at its option, shall require the Contractor, within a designated time period as set forth by the City, to either:
 - a. Promptly repair, replace or correct all Work not performed in accordance with the Contract at no cost to the City or,
 - b. Provide a suitable corrective action plan at no cost to the City and subject to the approval of the City.
 - 2. Once the correcting action plan is reviewed and returned by the City with the annotation "No Exception Taken" or "Note Markings", the Contractor shall implement the corrective action plan.

- a. Review and providing comments on the correction action plan is not an acknowledgement by the City that such plan is adequate to remedy the defective or non-conforming work.
 - b. If the correcting action plan does not remedy the defective or non-conforming Work, the contractor shall remain responsible for remedying the defective or non-conforming Work to the City's satisfaction.
 3. The Contractor shall also be responsible for all repairs to any property and work damaged by the Contractor.
 4. Under no circumstances shall the Contractor be entitled to additional time or money for the correction of defective or non-conforming work, or for the repair of damaged property. The City shall not be responsible for any costs to prepare corrective action plans, correct work or repair damaged property.
- B. If the Contractor does not repair, replace or correct and/or remove defective or non-conforming Work or repair damaged property within the time specified and as required by the City, the City or City's designee may repair, replace or correct and/or remove it and deduct the cost of such effort from any payment due the Contractor.
1. Under this provision, the City reserves the right to make use of the Contractor's plant and equipment for this repair, replacement, correction or removed Work. If the remaining payments due the Contractor are not sufficient to cover the City's cost of remedying the defective or non-conforming work, the Contractor shall pay the difference to the City.
- C. The City may elect to retain work if the City determines that such defective or non-conforming work is not of sufficient magnitude or importance to make the work dangerous or undesirable or that removal of such work is impractical or will create conditions that are dangerous or undesirable.
1. Just and reasonable value for such defective or non-conforming work will be determined by the City and appropriate deductions will be made in the payments due or to become due to the Contractor.
 2. The City's exercise of the rights under this provision shall be without prejudice to any other remedy the City may have, and shall not constitute a termination of the Contract.
- D. The Contractor and its sureties shall be liable for all damages and costs incurred by the City caused by the Contractor's or its Subcontractors' and Suppliers' defective or non-conforming work or workmanship, including but not limited to all special, incidental, or consequential damages incurred by the City. The Contractor and its sureties agree to indemnify and hold the City harmless from any personal injury or property damage caused by the Contractor or its Subcontractors and Suppliers defective or non-conforming Work or workmanship.

4.8 Substitution of Products and Processes

- A. Substitutions requested by the Contractor will be subject to the City's prior written acceptance and at the City's sole discretion.
- B. Requests for substitution must specifically identify:
1. Material, equipment, and labor costs included in the Contractor's bid associated with the original item to be substituted;
 2. All costs for material, equipment, labor associated with the proposed substitution, including any impact costs;
 3. Proposed change to the Contract Price and/or Contract Time;

4. The explanation for why the Contractor is proposing the substitution; and,
 5. Compatibility with or modification to other systems, parts, equipment or components of the Project and Contract Work.
- C. Contractor shall provide all documentation supporting its request as requested by the City.
 - D. All costs of any redesign or modification to other systems, parts, equipment or components of the Project or Contract Work, which result from the substitution, shall be borne by the Contractor.
 - E. When the City approves a substitution proposed by the Contractor, the Contractor shall guarantee the substituted article or materials to be equal to, or better than, those originally specified and shall be compatible with all other systems, parts, equipment or components of the Project and Contract Work. The City has the right to order an unaccepted, substituted article removed and replaced without additional cost to the City.
 - F. The City has a right to a deductive Change Order if the substituted product or process is less costly than the contractually required product or process.
 - G. If the City does not accept the substitution proposal the Contractor shall proceed, without delay or cost to the City, with the Contract Work as originally specified.

SECTION 5: CHANGES TO THE CONTRACT

5.0 General

- A. All changes to the Contract that involve a change in cost must be made in writing and submitted to the City for approval. Changes that do not involve a change in cost must be made in writing and submitted to the Construction Manager for approval. No oral statement by any person shall change or modify the Contract. All changes to the Contract shall be made in accordance with the provisions of this Section.
- B. All Change Order work shall be performed in accordance with the original Contract requirements unless modified in writing by the City.
- C. No Field Directive, response to Request For Information, or other directive, direction, instruction, interpretation or determination (hereinafter referred to as "direction" for the purposes of Section 5), provided by the City shall be considered a Change Order, a change to Contract requirements, or, in and of itself, entitlement to an adjustment in Contract Price and/or Contract Time.
- D. To the extent the Contractor believes it is entitled to any additional money or time for any reason, the Contract shall submit a Request for Change Order to the City.
 1. If the Contractor believes any of the following events entitles the Contractor or its Subcontractors or Suppliers to additional money or time, the Contractor must file a Request for Change Order in accordance with the requirements set forth in the Contract.
 - a. Written Field Directive
 - b. Response to a Request for Information
 - c. Comments on a submittal
 - d. Differing Site Condition
 - e. Acceleration or constructive acceleration
 - f. Suspension of the Work

- g. Delay, inconvenience, disruption of schedule, loss of efficiency or productivity
 - h. City caused Stand-by
 - i. Force Majeure
 - j. Conflicts, ambiguities, inconsistencies, and/or problems arising from the Contract Documents
 - k. Any other directive or Direction, written or oral, from the City
 - l. Any other reason for which the Contractor believes it is entitled to additional money or time
- E. The Contractor shall not be entitled to any change in the Contract Price and/or Contract Time under the following conditions or events:
- 1. They were foreseeable at the time the Contractor submitted its bid;
 - 2. They were caused by the acts of the Contractor, Subcontractors and/or Suppliers, including but not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, and failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.
- F. The Contract requirements for time and price impacts related to Change Orders are set forth in Section 6, *Time and Price Adjustments*.

5.1 Contractor's Request for a Change Order

A. Notice of Intent to Submit a Request for Change Order

- 1. The Contractor shall provide the Project Representative with a written Notice of Intent to Submit a Request for Change Order that the Contractor intends to submit a Request For Change Order no later than seven (7) days, except as specified below for Differing Site Conditions, after any direction, instruction, interpretation, determination by the City and/or the onset of any event or impact to the Project.
- 2. The Contractor shall include the following information in the Notice of Intent to Request a Change Order:
 - a. The date, circumstances, and source of the direction, instruction, interpretation, determination by the City and/or the event or impact to the Project.
 - b. Reasonable order of magnitude estimate of the change to the Contract Price;
 - c. Reasonable order of magnitude estimate of the time impact to the Contract Time; and
 - d. Contractual provisions and substantive basis to support the Request.

B. Request for Change Order

- 1. Within twenty-one (21) days after the direction and/or the onset of the event or impact to the Project referenced in the Notice of Intent to Submit a Request for Change Order, the Contractor may request an extension of time for filing its Request for Change Order. The Contractor shall state the reasons for the request and identify a date certain when the Contractor shall provide all documentation required in its Request for Change Order.
- 2. Unless the Project Representative issues written Notice authorizing the Contractor additional time to submit the Request for Change Order, the Contractor shall provide, in writing, a detailed Request for Change Order to the Project Representative no later than

thirty-five (35) days after the direction and/or the onset of the event or impact to the Project.

3. The Request for a Change Order shall include:
 - a. Specific dollar amount covering all costs associated with the requested Change Order calculated in accordance with Section 6, *Time and Price Adjustments*;
 - b. Specific request for time extension (number of days);
 - c. A copy of the written Notice of intent, including all attachments; and
 - d. All documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in Section 3.12, *Maintenance and Inspection of Documents*, that are in any way relevant to the Contractor's Request for Change Order.

C. City's Response to Contractor's Request for Change Order.

1. The City will make a written determination with respect to the Contractor's Request for Change Order within thirty (30) days of receipt of said Request, unless one of the following activities occurs.
 - a. The City may request additional information and specify a time period for receipt of the information. The Contractor shall comply with the City's request for additional information.
 - b. The City may inform the Contractor that additional time is needed to review the Contractor's Request for Change Order and identify a date certain when a decision will be rendered.
2. If the City requests additional information, the City will make a written determination within thirty (30) days receipt of Contractor's additional information.
3. If the City does not make a determination within the applicable time period, the Request For Change Order is deemed denied.

D. Approval of Request for Change Order and Execution of Change Order. If the City determines that a Change Order is necessary, the parties may negotiate acceptable terms and conditions and execute a Bilateral Change Order or the City may issue a Unilateral Change Order.

E. Contractor Procedure upon Denial or Deemed Denial of a Request for a Change Order. If the Contractor disagrees with the denial, the Contractor's sole remedy shall be to file a fully documented Claim within thirty (30) days of deemed denial or the Contractor's receipt of the denial, in accordance with Section 9, *Claims and Litigation*.

F. Contractor's Obligation to Continue to Work. Pending resolution of the Contractor's Request for a Change Order, the Contractor shall continue to perform all Work including, at the written request of the City that work associated with the pending Request for Change Order. The Contractor shall maintain its progress with the Work.

G. Waiver. Failure to follow the provisions set forth herein shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of any alleged direction, instruction, interpretation, determination by the City and/or the event or impact to the Project.

5.2 Differing Site Conditions

A. Immediate Written Notice to the City. If the Contractor encounters a Differing Site Condition the Contractor shall within no more than 24 hours, and before the conditions are disturbed, give written Notice to the City of such Differing Site Condition (Initial Notice). The Initial Notice

shall describe the nature and extent of the Differing Site Condition and its impact the progress of the Work. The Contractor must preserve and not discard or spoil all physical evidence related to the alleged Differing Site Condition.

- B. Forensic Tests. The Contractor and Owner shall have the right to conduct tests or examinations upon the condition constituting the alleged Differing Site Condition. No such tests or examinations shall occur except upon reasonable prior written notice to both Parties. The Parties may but need not share with one another the results of such tests or examinations.
- C. Request for Change Order based on Differing Site Condition. Unless otherwise agreed upon in writing by the Project Representative, within thirty (30) days of the Contractor's Initial Notice, the Contractor shall provide a Request for Change Order demonstrating:
 - 1. A detailed description of the alleged Differing Site Condition;
 - 2. The Contractual basis supporting the existence of the alleged Differing Site Condition;
 - 3. Causation between the alleged Differing Site Condition and any unavoidable negative impact to Contractor's work, operations or schedule;
 - 4. Costs solely attributable to the alleged Differing Site Condition inclusive of alleged Project Schedule delays, and
 - 5. Contractor's affirmative measures to avoid, work-around, prevent or mitigate the negative impact to its work, operation or schedule.
- D. Waiver.
 - 1. If the Contractor's actions disturb, discard, waste or destroy the Site such that the City or City's designee cannot adequately and fully investigate the alleged Differing Site Condition, the Contractor waives its right to receive any additional time or money as a result of the Differing Site Condition.
 - 2. Failure by the Contractor to provide either (a) the Initial Notice within the time prescribed above or (b) submit a fully documented Request for Change Order demonstrating the elements set forth above within the time prescribed above shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of the alleged Differing Site Condition.
- E. City's Response to the Differing Site Condition Request for Change Order. The City reserves the right to investigate the alleged Differing Site Conditions and shall respond to the Contractor's Request for Change Order (if any) within the Section 5.1.B procedures
- F. Contractor's Obligation to Continue to Work. The Contractor shall not disturb the condition until receipt of written authorization from the Project Representative that work can resume at the location of the alleged Differing Site Condition. The Contractor shall continue with performance of all other Work.
- G. Compensation. Any Change Order, Claim or extra compensation of any kind caused by or related to any alleged Differing Site Condition shall be quantified only and strictly as set forth in the provisions of Section 6.2F.

5.3 Acceleration

A. Acceleration Directive.

- 1. The City reserves the right to direct the Contractor to accelerate Contract Work. In the event that the City directs acceleration, such directive will be in writing and specifically designated as "Acceleration Directive."

2. The Contractor shall keep cost and other Project records related to the Acceleration Directive separately from normal Project costs and records and shall provide a written record of acceleration to the City on a daily basis.
- B. Constructive Acceleration.
 1. In the event that the Contractor believes that some action or inaction on the part of the City constitutes acceleration, the Contractor shall notify the City in writing within seven (7) days that the Contractor considers the action or inaction an acceleration. This written notification shall detail the circumstances of the acceleration.
 2. The Contractor shall not accelerate the Work until the Project Representative responds in writing issuing an Acceleration Directive or denying the constructive acceleration.
 3. The Contractor shall keep cost and other Project records related to the constructive acceleration separately from normal Project costs and records and shall provide a written record of acceleration to the City on a daily basis.
- C. To the extent the Contractor believes an acceleration directive or constructive acceleration constitutes a change in the Work impacting Contract Price and/or Contract Time, the Contractor shall submit a Request for a Change Order to the City pursuant to Section 5, *Changes to the Contract*.
- D. Whether for actual or constructive acceleration, labor costs recoverable will be the Reasonable Cost of overtime or shift premium. Costs recoverable for Contractor Equipment will be only as set forth in Section 6.2F. Costs for rental of additional equipment necessarily mobilized to the Site to accomplish the accelerated Work effort will be paid as set forth in Section 6.2F.

5.4 Force Majeure

- A. To the extent the Contractor believes it is entitled to any additional Contract Time as a result of Force Majeure, Contractor shall submit a Request for Change Order to the City as more fully described in Section 5, *Changes to the Contract*.
- B. Contractor shall not be entitled to a change in Contract Price resulting from an act of Force Majeure.
- C. Contractor is not entitled to an adjustment in Contract Time if the act of Force Majeure did not impact progress of the Work on the Critical Path and delay the Contractor from completing Contract Work within the Contract Time.
- D. When a Contractor experiences Concurrent Delay caused by either the City or Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such Concurrent Delay.

5.5 Change Orders

- A. Bilateral Change Orders
 1. If the City and Contractor reach agreement on the terms and conditions of any change in the Work, including any adjustment in the Contract Price and Contract Time, such agreement shall be incorporated into a Change Order and signed by both Parties. Such Bilateral Change Orders shall represent full and complete payment and final settlement of all changes, Claims, damages or costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, stand-by, and any other costs or damages related to any work either covered or affected by the Change Order, or related to the events giving rise to the Bilateral Change Order.

B. Unilateral Change Order. City's Right to Issue Unilateral Change Order.

1. The City may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to the sureties, making changes within the general scope of this Contract.
2. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Contract Work, the City may make an adjustment in the Contract Price, Contract Time, or both, in accordance with Sections 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*.

C. Contractor Disagreement with Unilateral Change Order. If the Contractor disagrees with the adjustment to the Contract Price and/or Contract Time as indicated in the Unilateral Change Order, the Contractor's only remedy shall be to file a fully documented Claim in accordance with Section 9, *Claims and Litigation*.

D. Contractor's Obligation to Continue to Work. The Contractor is required to continue with performance of all Work, including work associated with the Unilateral Change Order.

5.6 City Request for a Change Proposal

A. Request. The City may request a written Change Proposal from the Contractor for a change in the Contract Work.

B. Contractor's Proposal. Contractor shall submit its written Change Proposal within the time specified in the City's request. The Change Proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Contract Work, including any adjustments in the Contract Time.

C. City's Acceptance of Contractor Proposal.

1. If the City accepts the Change Proposal as submitted by the Contractor or as negotiated by the parties, the City shall notify the Contractor in writing of its acceptance of the Proposal and direct that the change in the Work be performed.
2. Contractor shall not perform the work identified in the Change Proposal until receipt of written authorization from the Project Representative.
3. Both parties shall acknowledge acceptance of the terms of a negotiated Change Proposal in writing.
4. Once the City and Contractor have agreed on the terms of a negotiated Change Proposal, the negotiated Change Proposal shall represent full and complete compensation and final settlement of all Claims for all (1) time; (2) direct, indirect, and overhead costs; (3) profit; and (4) costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and/or any other costs or damages related to any work either covered or affected by the Change Proposal, or related to the events giving rise to the Change Proposal.

D. Execution of a Bilateral Change Order. After acceptance of the Change Proposal or acceptance of the negotiated Change Proposal, the City shall direct the Contractor to perform the work in accordance with the agreed upon terms; thereafter, the Parties shall execute a bilateral Change Order in accordance with the terms of the Change Proposal or negotiated Change Proposal.

E. Execution of Unilateral Change Order. If the City does not accept the Change Proposal or the Parties cannot agree upon the appropriate price or terms for the Change Proposal, the City may issue a unilateral Change Order.

SECTION 6: TIME AND PRICE ADJUSTMENTS

6.0 Change in the Contract Time

- A. The Contract Time shall only be changed by a Change Order.
- B. Contractor shall include any request for a change in the Contract Time in its Notice of Intent to submit a Request for Change Order, Request for Change Order, Change Proposal, Notice of Differing Site Conditions, or Claim.
- C. No change in the Contract Time shall be allowed to the extent the time of performance is changed due to the fault, act, or omission of Contractor, or anyone for whose acts or omissions the Contractor is responsible.
- D. Contractor is not entitled to a change in Contract Time unless the progress of the Work on the Critical Path is delayed and completion of the Contract Work within Contract Time is delayed.
- E. When a Contractor experiences Concurrent Delays which impact the Critical Path and are caused by: (1) the City and the Contractor; (2) the City and an act of Force Majeure; or, (3) the Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.
- F. A Request for a Change Order that includes a request for an adjustment in the Contract Time shall:
 1. Be in writing and delivered to the City within the appropriate time period specified in Section 5, *Changes in the Contract*.
 2. Include a clear explanation of how the event or conditions specifically impacted the Critical Path and overall Project Schedule and the amount of the adjustment in Contract Time requested.
 3. Be limited to the change in the Critical Path of a Contractor's Project Schedule, and any updates, attributable to the event or conditions which caused the request for adjustment. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all Work under the Contract or timely completion of a portion of the Work for which time of completion is specific. Contractor shall be responsible for showing clearly on the Project Schedule, and any updates, that the event or conditions:
 - a. Had a specific impact on the Critical Path and was the sole cause of such impact;
 - b. Could not have been avoided by re-sequencing of the Work or other reasonable alternatives; and,
 - c. Will prevent the Contractor from completing the Project within the current Contract completion date.
 4. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

6.1 Change in the Contract Price

- A. The Contract Price shall only be changed by a Change Order.
- B. Contractor shall include any request for a change in the Contract Price in its:
 1. Change Proposal;
 2. Notice of intent to submit a Request for Change Order;

3. Request For A Change Order; and,
 4. Claim provided the related Request for Change Order and/or Change Proposal included a request to adjust the Contract Price.
- C. No change in the Contract Price shall be allowed when:
1. Contractor's changed cost of performance is due to the fault, acts, or omissions of Contractor, or anyone for whose acts or omissions Contractor is responsible;
 2. The change is concurrently caused by Contractor and the City; or,
 3. The change is caused by an act of Force Majeure.
- D. The City shall not be responsible for, and the Contractor shall not be entitled to any compensation for unallowable costs. Unallowable costs include, but are not limited to:
1. Interest except only to the extent the sum is considered liquidated under Washington law. For this purpose, any sum computed in accordance with any provision of the Contract whereby recovery by the Contractor is measured on the basis of Reasonable Cost is considered unliquidated notwithstanding any rule or authority to the contrary.;
 2. Claim preparation or filing costs;
 3. The cost of preparing or reviewing Change Proposals or Requests for Change Orders;
 4. Lost profits, lost income or earnings;
 5. Rescheduling costs;
 6. Costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site;
 7. Lost earnings or interest on unpaid retainage;
 8. Claims consulting costs, including without limitation testing;
 9. The costs of corporate officers or staff visiting the Site or participating in meetings with the City;
 10. Any compensation due to the increases in market rates for material/equipment costs or fluctuations in foreign currency conversions or exchange rates;
 11. Loss of other business; and/or,
 12. Any other special, consequential, or incidental damages incurred by the Contractor, Subcontractors or Suppliers.
 13. Attorneys' fees except only to the extent mandated by Washington state statute.
- E. A Request for Change Order that includes a request for an adjustment in the Contract Price shall:
1. Be in writing and delivered to the City within the applicable time period specified in Section 5, *Changes to the Contract*.
 2. Include the following information:
 - a. The event or condition which caused the Contractor to submit its request for an adjustment in the Contract Price;
 - b. The nature of the impacts to Contractor and its Subcontractors or Suppliers, if any; and,
 - c. The amount of the adjustment in Contract Price requested.
 3. Any requests by Contractor for an adjustment in the Contract Price and in the Contract Time that arise out of the same event or conditions shall be submitted together.

- F. The adjustments to the Contract Price provided for in this Section represent full, final, and complete compensation for all work done in connection with the request for an adjustment in Contract Price and all costs related to or resulting from, related to, or affected by such change in Work including, but not limited to, all Direct Costs and indirect costs, overhead, profit, and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related to the events giving rise to the change.
- G. Pending final resolution of any request for a change in Contract Price, the Contractor shall proceed diligently with performance of all Work, including the work associated with such request and maintain its progress of the Work.
- H. If a City-caused delay for which Contractor seeks compensation is concurrent with a delay for which Contractor is responsible, City is responsible only for that portion of the delay which it caused in excess of the delay caused by Contractor, provided Contractor can prove such an apportionment.

6.2 Method to Calculate Adjustments to Contract Price

- A. One of the following methods is to be used to calculate damages and/or adjustments to the Contract Price that result from or relate to a Change Proposal, Request for Change Order, and/or Claim.
- B. Determination of the method to be used to calculate adjustments in the Contract Price shall be at the sole discretion of the City.
- C. One of the following methods shall be used:
 - 1. Unit Price Method;
 - 2. Firm Fixed Price Method (also known as Lump Sum); or,
 - 3. Time and Materials Method.
- D. Unit Price Method
 - 1. Whenever City authorizes Contractor to perform Work on a Unit Price basis, the City's authorization shall clearly state the:
 - a. Scope of work to be performed;
 - b. Applicable Unit Price; and,
 - c. Not to exceed amount of reimbursement as established by the City.
 - 2. The applicable Unit Price shall be deemed to include reimbursement for all Direct Costs and Indirect Costs of the Work, including Overhead and Profit as well as any impact, disruption, delay or inefficiency costs.
 - 3. Contractor shall only be paid under this method, up to the not to exceed amount, for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by the City.
- E. Firm Fixed Price Method
 - 1. The Contractor and the City may mutually agree on a fixed amount as the total compensation for the performance of changed work.
 - 2. The Contractor shall provide a detailed cost breakdown supporting the Contractor's requested adjustment to Contract Price and any other financial documentation requested by the Project Representative.

3. Any adjustments to the Contract Price using the Firm Fixed Price method shall include only Reasonable Costs for labor, equipment, material, Overhead and Profit.
4. Whenever the City authorizes Contractor to perform changed work on a Firm Fixed Price method, the City's authorization shall clearly state:
 - a. Scope of Work to be performed; and,
 - b. Total Fixed Price payment for performing such work.

F. Time and Materials Method

1. Whenever the City authorizes the Contractor to perform Work on a Time and Material basis, City's authorization shall clearly state:
 - a. Scope of Work to be performed; and,
 - b. A not to exceed amount of reimbursement as established by the City.
2. Contractor shall:
 - a. Cooperate with the City and assist in monitoring the Work being performed;
 - b. Substantiate the labor hours, materials, and equipment charge to the work under the Time and Materials Method by detailed time cards or logs completed on a daily basis before the close of business each working day.
 - c. Present the time card and/or log at the close of business each working day to the Project Representative for review and initial each time card/log;
 - d. Perform all Work in accordance with this provision as efficiently as possible;
 - e. Not exceed any cost limit(s) without City's prior written approval: and,
 - f. Maintain all records of the work, including all records of the Subcontractors, Suppliers, and Materialmen, and make such records available for inspection as required in Sections 3.9, *Record Documents*, 3.10, *Cost Records*, and 3.11, *Maintenance and Inspection of Documents*.
3. Contractor shall submit costs and any additional information requested by the City to support Contractor's requested price adjustment.
4. The Contractor shall only be entitled to be paid for Reasonable Costs actually incurred by the Contractor. The Contractor has a duty to control costs. If the City determines that the Contractor's claimed costs exceed those allowed as Reasonable Costs, the City, at its discretion, may determine the Reasonable Cost for payment. Any adjustments to the Contract Price using the Time and Materials method shall be measured by Reasonable Cost (as supplemented by this Section 6) and shall cover the following subsections (a) through (e). If the provisions of the following subsections (a) through (e) impose reimbursement limitations greater than those in contained in the definition of Reasonable Cost, the following greater limitations shall prevail.
 - a. **Labor.** For all labor, including foreman supervision, but excluding general superintendents, as may be necessary upon any particular operation, the Contractor shall be reimbursed for labor costs provided herein. The labor cost of an event or condition shall be calculated as the sum of the following:
 - i. **Labor Rate.** The Labor Rate is the actual and Reasonable Cost using Prevailing straight time wage paid to the individual plus the actual and Reasonable Costs incurred by the Contractor to covers costs associated with the Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), State

Unemployment Tax Act (SUCA), industrial insurance, fringe benefits, and benefit paid on behalf of labor by the Contractor. The above items shall be combined into a single wage rate for each classification of labor used, which shall be designated as the "Labor Rate" for the identified class of labor. The applicable rates shall be multiplied by the number of hours reasonably expended in each labor classification because of the event or condition to arrive at a total cost of labor.

- ii. **Travel Allowance and/or Subsistence.** The labor calculation shall include the actual costs of travel and/or subsistence paid to the Contractor's employees engaged upon the Work when said payments are required by a labor agreement.
- b. **Materials.** The cost of materials resulting from an event or condition shall be calculated in one or more of the following methods, at the City's election:
 - i. **Invoice Cost.** The Contractor may be paid the actual invoice cost of materials including actual freight and express charges and applicable taxes less all available discounts, rebates, and back-charges, notwithstanding the fact that they may not have been taken by the Contractor. This method shall be considered only to the extent the Contractor's invoice costs are Reasonable Costs and the Contractor provides copies of vendor invoices, freight and express bills, and other evidence of cost accounting and payment satisfactory to the City. As to materials furnished from the Contractor's stocks for which an invoice is not available, the Contractor shall furnish an affidavit certifying its Actual Cost of such materials and such other information as the City may reasonably require;
 - ii. **Wholesale Price.** The Contractor may be paid the lowest current wholesale price for which the materials are available in the quantities required, including customary costs of delivery and all applicable taxes less all available discounts, rebates, and back-charges; or,
 - iii. **City-Furnished Material.** The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no Claim for any costs, Overhead or profit on such materials.
- c. **Equipment.** The additional cost, if any, of machine-power tools and equipment usage shall be calculated in accordance with the following rules:
 - i. **Equipment in Use Rates.** Contractor Equipment in use shall be paid on the basis of Actual Equipment Cost. Except as provided above, Equipment in use rented by Contractor or Subcontractor on an arms-length basis from an unaffiliated lessor shall be paid on the basis of actual rental costs or the rates established according to the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA Information Inc., whichever is less. For purposes of the preceding sentence, the Rental Rate Blue Book established rate shall be the monthly rate for the equipment plus the monthly rate for required attachments, divided by 176 hours per month, plus the hourly operating cost, multiplied by the appropriate area adjustment factor if appropriate, the rates shall apply for actual equipment usage up to eight hours per day and for all hours in excess of eight hours per day or 176 per month the established monthly rate shall be divided by 352 days per year, plus the hourly operating cost, multiplied by the area adjustment factor, if appropriate. Equipment in use rented from any affiliate or subsidiary substantially owned or

controlled by Contractor or Subcontractor shall be paid at Actual Equipment Cost.

- ii. **Transportation.** If the necessary equipment is not already at the Site and it is not anticipated that it would be required for the performance of other work under the terms of the Contract, the calculation shall include only Reasonable Costs of the necessary transportation of such equipment.
- iii. **Standby.** Equipment is considered to be on standby only if: (a) the equipment is ready, able, and available to do the Work at a moment's notice; (b) Contractor is required to have idle equipment because of an event or condition solely caused by the City; and (c) the Contractor can demonstrate that it could have and intended to use the equipment on other projects/jobs. Contractor Equipment on standby will be paid at 25% of Actual Equipment Cost. Equipment on standby rented by Contractor or Subcontractor on an arms-length basis from an unaffiliated lessor shall be paid on the basis of the lesser of actual rental costs or 25% of the adjusted hourly rate identified in the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA Information Inc. Standby shall not be paid during periods of Contractor-caused delay, concurrent delay, Unusually Severe Weather Conditions, seasonal shutdown, routine maintenance, down-time or broken equipment, late delivery of equipment or supplies, or other anticipated occurrence specified in the Contract Documents. No payment shall be made for standby on any piece of equipment which has been used on the Project in any 24 hour period. No payment shall be made for standby on any piece of equipment after such piece of equipment has been unused on the Project for seven (7) or more calendar days. Standby costs shall not be paid for weekends, holidays, and any time the equipment was not intended to be used on the Project as demonstrated by the Project Schedule. Equipment on standby rented from any affiliate or subsidiary substantially owned or controlled by Contractor or Subcontractor shall be paid at 25% of Actual Equipment Cost.
- iv. **Actual Cost Determination.** Failure of Contractor or Subcontractor to maintain, keep and/or present cost records required by Section 3.10 or Section 3.11 sufficient to accurately establish Actual Equipment Cost shall operate to bar any right or remedy of Contractor for payment of additional compensation for any Contractor Equipment, whether in use or standby.
- d. **Subcontractor & Supplier.** Direct Costs associated with Subcontractors and Suppliers shall exclude Overhead and Profit markups and shall be calculated and itemized in the same manner as prescribed herein for Contractor. Contractor shall provide detailed breakdown of Subcontractors' and Suppliers' invoices.
- e. **Overhead and Profit Markup.**
 - i. In connection with any Change Order, Claim or other requested change to the Contract Price, the City will only pay Overhead and Profit pursuant to the Overhead and Profit Markups set forth herein. The Overhead and Profit Markups cover all Overhead regardless of how the Contractor chooses to account for various costs in its books of account.
 - ii. Overhead and Profit markups shall not be applied to Freight, delivery charges, express charges, and sales tax.

iii. The allowed Overhead and Profit markup shall not exceed the following:

1. If the Contractor is self performing work: 10% combined Overhead and Profit markup on the Contractor's Direct Costs; or
 2. If a Subcontractor or Supplier is performing work: 10% for the Subcontractor's Direct Cost for performing the work and 6% on the Direct Costs of the Subcontractors' or Suppliers'; provided that the 6% is to be divided among upper tier Subcontractors and the Contractor when a Subcontractor or Supplier is performing the work.
 3. If the value of material and equipment is greater than 50% of the total value of the change, the Overhead and Profit Markup shall only be 8% for material and equipment.
 4. In no event shall the total combined Overhead and Profit markup for the Contractor and all Subcontractors and Suppliers of any tier exceed 16% of the Direct Cost to perform the Change Order work.
- iv. Direct Costs shall include Labor (as defined in Section 6.2 F4a), Materials (as defined in Section 6.2 F4b), Equipment (as defined in Section 6.2 F4c), and Subcontractor and Supplier Costs (as defined in Section 6.2 F4d).
- v. Home Office Overhead as defined in Section 1.1.EE is not allowed and shall not be paid for any delay caused by Owner unless such delay put the Contractor on standby for an indefinite duration and Contractor was unable to take on other work.

G. Deductive Changes to the Contract Price

1. A deductive change to the Contract Price may be determined by taking into account:
 - a. Costs incurred and saved by the Contractor as a result of the change, if any;
 - b. The costs of labor, material, and equipment saved by the change. These costs shall be calculated following as closely as possible with the provisions identified in Section 6, *Time and Price Adjustments*. The City is entitled to adjustments for Overhead and Profit; and/or,
 - c. At the discretion of the City, costs set forth in the Contractor's bid documents.
2. Where the City has elected not to correct incomplete or defective Work, the adjustment in the Contract Price shall take into account:
 - a. The decreased value to the City resulting from the incomplete or defective Work; and,
 - b. The increased future costs which the City may incur by reason of the incomplete or defective Work.

H. Full Compensation

An adjustment calculated in accordance with the provisions of this Section shall be full and complete compensation and final settlement of all changes and claims for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and/or any other costs or damages related to

any work either covered or affected by the changed work, or related to the events giving rise to the change.

SECTION 7: PAYMENT AND COMPLETION

7.0 Applications for Payment

- A. On or about the first business day of each month, the Contractor shall submit to the City an Application for Payment. Each application shall be on a form acceptable to the City and designated as an "Application for Payment." The Contractor shall include with each Application For Payment:
 - 1. Current Schedule of Values reflecting the work done since the last Application for Payment and the cumulative work completed to date;
 - 2. Project Schedule and the most current updates; and,
 - 3. Affidavits signed by all Subcontractors performing Work as of the last Application for Payment, stating that each of them has been paid, less earned retainage, as their interests appeared in the last Application For Payment.
- B. Inclusion of the required documentation is a condition precedent to payment. The Contractor is not entitled to payment for any work unless the Application for Payment includes all required documentation. The City reserves the right to withhold payment pursuant to Section 7.2, *Payments Withheld*, if it is subsequently determined that all required documentation was not provided by the Contractor or any of the documentation provided by the Contractor was inaccurate or otherwise objectionable. At the City's option, no payments will be made after the date of expiration of the Contract Time, as established in the Contract, until final payment.
- C. In the event the City terminates the Contract or Work in whole or part for default or for convenience, the City shall be entitled to reimbursement from Contractor of the difference between Mobilization Payments made as of the effective date of the termination minus the Reasonable Cost incurred by Contractor in performing the Mobilization. If Contractor fails to maintain and/or preserve records sufficient to determine the Reasonable Cost of such Mobilization, City shall be entitled to a full reimbursement of all Mobilization Payments made to Contractor prior to the effective date of the termination. The reimbursement allowed under this subsection may at City's option be paid by way of offset, withholding of sums otherwise due and/or from Contractor's Performance Bond, Section 10.0.
- D. The Application for Payment shall correlate the amount requested with the Schedule of Values and with the state of completion of the Work, as measured by the current Project Schedule. In addition to Work performed by the Contractor, Applications for Payment may include:
 - 1. The cost of major materials or equipment (major material or equipment to be identified on the Schedule of Values) suitably stored on the Site; and,
 - 2. With the City's consent, up to 75% of the cost of major materials or equipment suitably stored off the Site if the City's interest in those major materials or equipment is protected through insurance and the Contractor provides documentation of such insurance.

7.1 Payments

- A. The City shall comply with RCW 39.76, as amended, and promptly review each Application for Payment and identify in writing any cause for disapproval within eight (8) working days. In addition to withholding payment for unsatisfactory performance or failure to comply with Contract requirements, if the Contractor's Application for Payment fails to recognize any back-charges, off-sets, credits, change orders, or deductions in payment made in accordance with Section 7.2, *Payments Withheld*, the City shall have the right to revise or disapprove

Contractor's Application For Payment because the Application For Payment is not considered a properly completed invoice.

- B. If an Application for Payment is accepted by the City, it shall be paid within forty-five days of the City's receipt of the properly prepared invoice (Application for Payment).

7.2 **Payment Withheld**

- A. In addition to moneys retained pursuant to RCW 60.28 and without waiver of any other available remedies, the City has the right to recapture, withhold, nullify, or back-charge, in whole or in part, any payments due to Contractor or payments made to the Contractor as may be necessary for reasons including but not limited to:

1. Failure of the Contractor to submit or obtain acceptance of a Progress Schedule, Schedule of Values, and any updated Schedules;
2. Defective or non-conforming Work;
3. Costs incurred by the City to correct, repair or replace defective or non-conforming Work, or to complete the Work;
4. A reasonable doubt that the Contract can be completed for the balance then unpaid;
5. A reasonable concern by the City that the materials, equipment or component parts are not in proper operating condition;
6. Assessment of Liquidated Damages;
7. Failure to perform in accordance with the Contract;
8. Cost or liability that may occur to the City as the result of the Contractor's or Subcontractor's acts, omissions, fault, or negligence;
9. Deduction in Contract Work;
10. Failure of Contractor to repair damaged materials, equipment, property, or Work;
11. Failure of the Contractor to provide or obtain review of Submittals;
12. Failure to keep Record Documents up to date;
13. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
14. Failure to obtain and maintain applicable permits, insurance, and bonds;
15. Failure to provide Statement of Intent to Pay Prevailing Wage and/or Affidavits of Wages Paid;
16. Failure to comply with the Contract safety requirements; and,
17. Failure to pay Subcontractors or Suppliers.
18. Payments made by mistake.
19. Payments made erroneously and/or excess of the sum actually due under the Contract.

- B. The withholding, nullification, or back-charge of any payment(s) by the City shall in no way relieve the Contractor of any of its obligations under this Contract.

7.3 **Title**

- A. Title to all Work and materials covered by an accepted and paid Application for Payment shall pass to the City at the time of such payment, free and clear of all liens, claims, security interest, and encumbrances. Passage of title shall not, however, (1) relieve Contractor from any of its duties and responsibilities for the Work or materials, (2) waive any rights of the City to insist on full compliance by Contractor with the Contract requirements, or (3) constitute acceptance of the Work or materials.

7.4 Retainage

- A. RCW Chapter 60.28, concerning the rights and responsibilities of Contractor and the City with regard to retainage are made a part of the Contract by reference as though fully set forth herein.
- B. Pursuant to RCW 60.28.011 and RCW 39.08.030, claims or “liens” by Subcontractors and Suppliers against the retained fund or the retainage bond must be in writing and submitted to the Project Representative at the address given for notices in this Contract, for filing with the Project documents. The Project Representative will maintain a copy of all claims “liens” against the retainage in the Project document files.

7.5 Substantial Completion Procedure

- A. When the Contractor considers that all Work or Work associated with Contract milestones is substantially complete, the Contractor shall give notice to the City.
 - 1. The City shall promptly inspect the Work and, if the City does not agree that the Work is substantially complete, the City will prepare a Punch List (list of items to be completed or corrected).
 - a. The City reserves the right to add to, modify, or change the Substantial Completion Punch List as circumstances dictate.
 - b. Failure by the City to include any items on such list does not alter the responsibility of the Contractor to complete or correct the Work in accordance with the Contract.
- B. At the Contractor’s request, the City may identify those Punch List items that must be completed or corrected in order for the Contractor to achieve Substantial Completion.
 - 1. When the City determines that those Punch List items have been completed or corrected by the Contractor, the City shall make a determination that the Work is Substantially Complete.
 - 2. A Certificate of Substantial Completion will be issued by the City which shall establish the date of Substantial Completion.
 - 3. This Certificate of Substantial Completion shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and the time to complete remaining Punch List work before Liquidated Damages begin to accrue for the Contractor’s failure to achieve Physical Completion and Final Acceptance in a timely manner.
 - 4. The City shall assess Liquidated Damages for the Contractor’s failure to complete or correct the required Punch List items for Substantial Completion within the Contract Time.
- C. As provided in the Contract, the City may, at its sole discretion, grant Substantial Completion to specific subsystems or portions of the Work. The dates of Substantial Completion shall be determined, in writing, by the City.

7.6 Final Inspection and Final Punch List Procedure

- A. All remaining Punch List items that were not corrected prior to Substantial Completion shall be successfully completed by the Contractor prior to the Contractor’s request for Final Acceptance. When the Contractor considers that all Contract Work is ready for final inspection and Final Acceptance, the Contractor shall give written notice to the City.
- B. The City shall promptly perform a final inspection of the Work and, if necessary, prepare a Final Punch List (a list of items to be completed or corrected by the Contractor prior to the City granting Physical Completion and/or Final Acceptance).

- C. The Contractor shall complete or correct the items identified in the Final Punch List within the time period specified therein. Should the Contractor fail to complete or correct all remaining Final Punch List items within the required time, the City may assess Liquidated Damages against the Contractor for failure to achieve Physical Completion and/or Final Acceptance in a timely manner.
- D. After the Contractor completes all items identified in the Final Punch List(s), the Contractor shall notify the City that the Final Punch List items have been successfully completed. Thereafter, after verification by the City that such completion was satisfactory, the Contractor shall submit a Final Application for Payment.

7.7 Requirements for Final Application for Payment

- A. In addition to any other requirement identified in the Contract Documents, the Final Application for Payment shall include the following documents:
 - 1. Affidavit of Wages Paid for Contractor and all Subcontractors and Suppliers in accordance with state law;
 - 2. Release of Lien Certification for every Subcontractor and Supplier;
 - 3. Contractor's release of claims against the City, except for Claims specifically described in the release document and submitted in accordance with Section 9, *Claims and Litigation*;
 - 4. Copies of the warranties and guarantees required by the Contract;
 - 5. Permit approvals and Certificates of Occupancy;
 - 6. Operation and Maintenance Manuals;
 - 7. Record Set of Drawings and Specifications (The record set shall be accurate, readable, and orderly, and shall be submitted in computer format and/or hard copy as required by the City. The Record set shall carry the Contractor name, date submitted and a notation identifying it as the project record documents);
 - 8. Stamped permit set of documents and any other documents called for elsewhere in the Contract; and,
 - 9. Right of Way Agreement, Easements and Property Releases.

7.8 Final Acceptance

- A. Final Acceptance shall be achieved when all the obligations of the Contract have been successfully performed by the Contractor in accordance with the Contract and accepted by the City.
- B. Neither Final Acceptance, nor Final Payment, shall release Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bonds, or constitute a waiver of any claims by the City arising from or related to Contractor's performance or failure to perform the Work and to meet all Contractual obligations in accordance with the Contract, including but not limited to:
 - 1. Unsettled liens, security interests or encumbrances;
 - 2. Damaged, non-conforming, or defective Work discovered by the City;
 - 3. Terms of any warranties or guarantees required by the Contract; and,
 - 4. Payments made in error.
- C. Except for any Claims properly submitted in accordance with Section 9, *Claims and Litigation*, acceptance of Final Payment by the Contractor shall, on behalf of itself and its Subcontractor and Suppliers or Sureties, forever and unconditionally release and discharge the City, its officers, agents, employees, from:

1. Any and all disputes or claims, including but not limited to claims for damages, fines, interest, taxes, attorney fees, or costs, demands, rights, actions or causes of actions, known or unknown, arising out of or in any way related to the parties' performance under the Contract and/or Project; and,
2. Any and all known and/or unknown liabilities, obligations, demands, actions, suits, debts, charges, causes of action, requests for money and/or payment under the Contract, outstanding invoices, or claims directly or indirectly arising out of or related to the Contract and/or Project.

7.9 Warranty and Guaranty

- A. In addition to any special warranties provided elsewhere in the Contract, Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers.
- B. The warranty period shall be for a period of two (2) years from the date of Final Acceptance.
- C. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:
 1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
 2. Prior to Final Acceptance require all warranties be executed, in writing, for the benefit of the City;
 3. Enforce all warranties for the benefit of the City.
- D. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor's corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy including consultants and attorneys' fees shall be reimbursed by the Contractor.
- E. The warranty provided in this provision shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

7.10 Prior Occupation

The City shall have the right to occupy such part or parts of the Project in or upon which the Work is being done, as it may see fit, before the Final Acceptance, and such occupation shall not be construed as acceptance by the City of the Work or constitute Substantial Completion of the Work.

SECTION 8: TERMINATION OR SUSPENSION OF THE WORK

8.0 City's Right to Terminate Contract

A. Termination for Default

1. In addition to grounds stated elsewhere in the Contract, the City may terminate, without prejudice to any right or remedy of the City, the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - a. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;

- b. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Final Acceptance of the Work in a timely manner;
 - c. Contractor is insolvent, files a petition for bankruptcy protections, is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 - d. Contractor fails in a material way to timely repair, replace or correct Work not in conformance with the Contract;
 - e. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 - f. Contractor repeatedly fails to make prompt payment to its employees or Subcontractors and Suppliers;
 - g. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements or orders of any public authority having jurisdiction;
 - h. Contractor fails to comply with any Contract safety requirement; or,
 - i. Contractor is otherwise in material breach of any provision of the Contract.
2. If the City reasonably believes that one of the aforementioned events has occurred, the City will provide the Contractor with written notice of default, specifying within such notice the ground(s) for such default termination. The City, at its option, shall require the Contractor to either promptly correct the deficiencies noted in the City's Default Notice or provide the City with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. If requested to do so by the City, the Contractor shall provide a detailed corrective action plan within fifteen (15) days of the request. However, if after receipt of the proposed remedy, the City has a reasonable basis for concluding that the Contractor has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, the City shall thereafter have the right to terminate this Contract for default.
3. Upon termination:
- a. The City shall call upon the Surety to perform its obligations under the Performance and Payment Bonds. The Surety shall, within fifteen (15) days of the date of notice of termination of Contractor from City, respond either in the affirmative or in the negative of Surety's intent to fully perform its obligations under the Performance and Payment Bonds under the same terms and conditions of this Agreement. Failure to respond within fifteen (15) days shall be deemed a response in the negative.
 - b. If the Surety responds in the negative to its obligations under Paragraph 8.0, A.3, the City shall:
 - i. Take possession of the Site and possession of or use of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor; and/or
 - ii. Finish the Work by whatever other reasonable method it deems to be in its best interests.
4. The Contractor and its sureties shall be liable for all damages and costs, including but not limited to: (1) compensation for architect and engineering services and expenses made

necessary thereby; (2) any other costs or damages incurred by the City in completing and/or correcting the Work; and (3) any other special, incidental or consequential damages incurred by the City which results or arises from the breach or Termination for Default, provided, however, that any special, incidental or consequential damages under (3) shall not exceed \$1.0 Million Dollars.

5. In the event of Termination for Default the City shall only pay the Contractor for Work successfully completed and accepted by the City prior to the date of termination. The City shall not be responsible for any other Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with this Contract. In no event shall the City reimburse the Contractor for any costs directly or indirectly related to the cause of this Termination for Default.
6. If, after Termination for Default, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.
7. The rights and remedies of the City in this provision are in addition to any other rights and remedies provided by law or under this contract, inclusive specifically of all audit rights.

B. Termination for Convenience

1. Upon written notice the City may terminate the Work, or any part of it, without prejudice to any right or remedy of the City inclusive of all audit rights in the Contract, for the convenience of the City.
2. If the City terminates the Work or any portion thereof for convenience, Contractor shall only be entitled to be paid for Adjusted Contract Work as follows:
 - a. Reasonable Direct Costs for all Adjusted Contract Work executed in conformance with the Contract and completed prior to the effective date of the termination; and
 - b. A reasonable allowance for Overhead and Profit for Adjusted Contract Work actually performed in conformance with the Contract and accepted by the City prior to the date of termination, at a rate not to exceed the percentage amount set forth in the Contract and in Sections 6.2, *Method to Calculate Adjustments to Contract Price*, subparagraph C4e, *Overhead and Profit*; and,
 - c. The term "Adjusted Contract Work" as used herein means the Contract Work as adjusted by any additive or deductive Change Orders executed prior to the effective date of the termination.
3. Termination for convenience shall not enlarge, expand, modify, alter or in any way subsume or convert the rights or remedies (if any) of Contractor with respect to any Claim, Change Proposal, Field Directive, Notice of Intent to Submit a Request for Change Order, Request for Change Order or other request for any revision to the Contract Price or Contract Time pending at the time of the termination (collectively, "Pending Requests"). Without limiting the foregoing, the termination for convenience shall not have the effect of converting the Pending Requests into no-fault or assumed liabilities of the City. Following any termination for convenience, Contractor's rights or remedies (if any) to any extra compensation, change in the Contract Price or additional Contract Time for any Pending Requests shall continue to be subject to and governed by the same Contract provisions, legal rules and processes, defenses and burdens of proof that would apply but for the termination.

4. Except as provided for herein, the Contractor shall not be entitled to any other costs or damages whatsoever (including without limitation Profit and Overhead on the terminated Work). The total sum payable upon termination shall not exceed the Contract Price reduced by prior payments. Contractor shall be required to make any request for adjustment related to reasonable Direct Costs of Adjusted Contract Work incurred prior to the termination or Pending Requests in accordance with Sections 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*.
 5. If it appears that due any cause or reason the Contractor would have incurred a loss on the entire Contract had it been completed, the City shall not reimburse Contractor any Profit or Overhead for the Adjusted Contract Work completed and shall reduce the settlement to reflect the indicated rate of loss.
 6. If the payments made by the City prior to the effective date of the termination exceed the reasonable Direct Cost of the Adjusted Contract Work, the City shall at its option be entitled to a credit for the overpayment. The Contractor shall cooperate with any audit the City elects to conduct pursuant to the terms of the Contract.
 7. The rights and remedies of the City in this provision are in addition to any other rights and remedies provided by law or under this Contract, inclusive specifically of all audit rights.
- C. Contractor's Obligations During Termination. Unless the City directs otherwise, after receipt of a written notice of Termination for Default or Termination for Convenience, Contractor shall promptly:
1. Stop performing Work on the date and as specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work not terminated;
 3. Cancel all orders and subcontracts, upon terms acceptable to the City, to the extent that they relate to the performance of Work terminated;
 4. Assign as specifically requested by the City all of the rights, title, and interest of Contractor in all orders and subcontracts;
 5. Take such action as may be necessary or as directed by the City to preserve and protect the Work, Site, and any other property related to this Project in the possession of Contractor in which the City has an interest;
 6. Continue performance of Work only to the extent not terminated; and,
 7. Take any other steps required by the City with respect to this Project.

8.1 Suspension of Work

A. City Issued Directive Suspending Work

1. The City may order the Contractor, in writing, to suspend all or any part of the Work of this Contract for the period of time that the City determines appropriate for the convenience of the City. The Contractor shall not suspend the Work without written direction from the City specifically authorizing the Suspension of Work.
2. Upon receipt of a written notice suspending the Work, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize costs attributable to such suspension. Within a period up to 120 days after the suspension notice is received by the Contractor, or within any extension of that period which the City requires, the City shall either:
 - a. Cancel the written notice suspending the Work; or
 - b. Terminate the Work for either Default or Convenience

3. If a written notice suspending the Work is canceled or the period of the Suspension or any extension thereof expires, the Contractor shall resume Work as required by the City.
4. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended by the written direction of the City, the Contractor may be entitled to an adjustment in the Contract Time, or Contract Price, or both, for increases in the time or cost of performance directly attributable to such unreasonably long suspension and provided that the Contractor sufficiently documents all costs and time impacts attributable to the suspension. No adjustments to Contract Price and/or Contract Time shall be allowed unless the Contractor can demonstrate that the unreasonable period of suspension caused by the City impacted Critical Path work and delayed the Contractor from completing the Contract Work on time. The Contractor shall comply with the requirements of Sections 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*, in seeking an adjustment. Sums paid to Contractor for labor, supervision, material, equipment (including standby) on account of suspension shall not exceed those allowed by Section 6.2F. Failure to comply with these requirements shall constitute a waiver of Contractor rights to any adjustment in Contract Time and/or Contract Price.
5. No adjustment shall be made under this provision for any suspension to the extent that Contractor's performance would have been suspended, delayed, or interrupted as a result of actions, omissions, fault or negligence caused, in whole or in part, by the Contractor or any of its Subcontractors and Suppliers. Any costs related to Contractor Equipment on standby during the suspension shall be paid only and strictly in accordance with Section 6.2F.

B. Constructive Suspension of Work

1. In the event that the Contractor believes that some action or omission on the part of the City constitutes constructive suspension of Work, the Contractor shall immediately notify the City in writing that the Contractor considers the actions or omission a constructive suspension of Work. This written notification shall detail the circumstances of the constructive suspension of Work.
2. The Contractor shall keep cost and other project records related to the constructive suspension separately from normal project costs. Except for potential payment of additional Overhead as described below in Section 5.4C.1, any payments to Contractor caused by or related to suspension shall be in accordance with Section 6.2F.
3. To the extent the Contractor believes it is entitled to any additional money or time as a result of the suspension of Work or constructive suspension, Contractor shall submit a Request for Change Order to the City as more fully described in Article 5, *Changes to the Contract*. The Contractor shall provide a Request for Change Order within thirty-five (35) days of (1) the City's Notice canceling the suspension or (2) termination of the Work.
4. The Contractor is compensated for Overhead, including unabsorbed home office overhead, through the Overhead and Profit markup described in Section 6.2, *Methods to Calculate Adjustments to Contract Price*. If the Contractor can demonstrate through verifiable cost records that the Overhead and Profit markup is insufficient to cover the Contractor's costs for unabsorbed home office overhead, which shall be limited to executive and administrative salaries, accounting expenses, home office rent and expenses, company insurance, utilities, telephone, fax and computers for the home office, the Contractor may be entitled to additional compensation for unabsorbed home office overhead provided the Contractor demonstrates full compliance with all of the following:
 - a. The Contractor shall demonstrate that the Work was suspended solely by actions for which the City is entirely responsible;

- b. The Contractor shall demonstrate that the Project's cash flow has been or will be substantially adversely impacted as a direct and sole result of such suspension;
 - c. The suspension was of an indefinite duration at the time the suspension arose;
 - d. The City required the Contractor to remain on standby during the suspension period;
 - e. The Contractor was unable to re-sequence or reorganize the Work in order to continue working and maintain cash flow for the Project;
 - f. The Contractor was ready, capable, and willing to perform Contract Work during the suspension;
 - g. The Contractor was unable to take on other work as a direct result of the suspension and the only reason the Contractor was unable to take on other work was because of the suspension; and,
 - h. That the suspension to the Project's completion date did not simply result from additional work caused by Change Orders which did not result in a substantial impact to the Project's cash flow.
- 5. The Contractor's recovery of additional Overhead as described above is limited to actual unabsorbed home office overhead (as defined in 5.4C.1) minus the Overhead and Profit markup calculated in accordance with Section 6.2, *Methods to Calculate Adjustments to Contract Price*.
 - 6. Failure to comply with these requirements shall constitute a waiver of Contractor's rights to any adjustment in Contract Time and/or Contract Price.
 - 7. No adjustment shall be made under this provision for any suspension to the extent that Contractor's performance would have been suspended, delayed, or interrupted as a result of actions, omissions, fault or negligence caused, in whole or in part, by the Contractor or any of its Subcontractors and Suppliers. Any costs related to Contractor Equipment on standby during the suspension shall be paid only and strictly in accordance with Section 6.2F.

8.2 **City's Right to Stop the Work for Cause**

If Contractor fails or refuses to perform its obligations in accordance with the Contract, the City may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken. Contractor shall not be entitled to any adjustment in the Contract Time and/or Contract Price for any increased cost or time of performance attributable to Contractor's failure or refusal to perform its obligations under the Contract.

SECTION 9: CLAIMS AND LITIGATION

9.0 Contractor Claims

A. Condition Precedent to Filing a Claim.

- 1. The following actions are a mandatory condition precedent to filing a Claim:
 - a. A Request for Change Order is denied or deemed denied by the City; or
 - b. A Unilateral Change Order is issued by the City.

B. Failure to file a Timely Claim.

- 1. At least seven (7) days prior to the appropriate time to file a Claim specified herein, the Contractor may request an extension of time for filing its Claim. The Contractor shall state the reasons for the request and identify a date certain when the Contractor shall provide a fully documented Claim. Unless otherwise agreed to in writing by the Project

Representative, a fully documented Claim shall be received by the Project Representative within thirty (30) days after, the denial or deemed denial of a Request for Change Order, or Contractor's receipt of an Executed Unilateral Change Order.

2. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Contractor, on behalf of itself and its Subcontractors and Suppliers, of the Unilateral Change Order and/or the City's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order and/or Unilateral Change Order.
- C. Contractor's Obligation to Continue to Work. Pending final decision of a Claim hereunder, the Contractor shall proceed diligently with the performance of the Contract 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 under Section 8.0(A).
- D. Information required in a Fully Documented Claim. Every Claim must be submitted by the Contractor, in writing and clearly designated by the Contractor as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
1. A detailed factual statement of the Claim providing all necessary details, locations, and items of Contract Work affected;
 2. The date on which facts arose that gave rise to the Claim;
 3. The name of each person employed or associated with the Contractor, Subcontractors, Suppliers, and/or the City with knowledge about the event or condition which gave rise to the Claim;
 4. Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;
 5. The specific provisions of the Contract Documents on which the Claim is based;
 6. If an adjustment in the Contract Price is sought, the exact amount sought, calculated in accordance with the Contract and accompanied by (a) all records supporting the Claim and (b) all records meeting the requirements of Section 3.10 and Section 3.11;
 7. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason the Contractor believes an adjustment in the Contract Time should be granted; and the Contractor's analyses of its Progress 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,
 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 Contractor'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 Contract Price or Contract Time for which the Contractor believes the City is liable.
- E. Contractor's Duty to Cooperate. The Contractor shall cooperate with the City or its designee in the evaluation of its Claim and provide all information and documentation requested by the City or its designee.
- F. The City's Evaluation of the Claim.
1. To assist the City in the review of the Contractor's Claim, the City or its designee may visit the Site, request additional information and/or documentation in order to fully evaluate the issues raised in the Claim and/or audit the Claim.

2. After the Contractor has submitted a fully documented Claim that complies with this provision, the City shall respond, in writing, to the Contractor within sixty (60) days from the date the fully documented Claim is received with either:
 - a. A decision regarding the Claim;
 - b. Written Notice extending for another thirty (30) days the City's time to respond to the Claim.
3. Absent a thirty (30) day extension, the Claim shall be deemed denied upon the sixty-first (61st) day following receipt of the Claim by the City. If the City had a thirty (30) day extension, the Claim shall be deemed denied upon the ninety-first (91st) day following receipt of the Claim by the City.

G. Appeal Process of a Denial or Deemed Denial of the Claim.

1. Contractor shall notify the City of its disagreement with the denial or deemed denial of the Contractor's Claim and file a fully documented Appeal to the City Engineer within twenty-one (21) days after the deemed denial or receipt of the denial.
2. Failure to notify the City and file a fully documented Appeal constitutes acceptance of the denial or deemed denial and the Contractor waives any right to any adjustment in Contract Price and/or Contract Time with respect to the Claim.
3. A fully documented Appeal shall contain the following information:
 - a. All documentation and information previously provided to the City in support of the Contractor's Claim including but not limited to the documentation identified in Section 9.0, *Contractor Claims*, paragraph D;
 - b. A copy of the City's denial of the Claim;
 - c. A detailed explanation why the Contractor believes the City's decision is incorrect and why the Claim should be granted; and
4. Any technical data or additional documentation supporting the Contractor's position.
5. At the discretion of the City Engineer, the City Engineer may request additional information or a meeting with the Contractor.
6. After the Contractor has submitted a fully documented Appeal that complies with this provision, the City Engineer shall respond, in writing, to the Contractor within sixty (60) days from the date the Appeal is received. Absent a written response by the City Engineer, the Appeal shall be deemed denied upon the sixty-first (61st) day following receipt of the Appeal by the City Engineer.
7. Contractor shall notify the City of its disagreement with the denial or deemed denial of the Contractor's Appeal within twenty-one (21) days after the deemed denial or receipt of the denial. Failure to notify the City constitutes acceptance of the denial or deemed denial and the Contractor waives any right to any adjustment in Contract Price and/or Contract Time with respect to the Appeal.

9.1 Contractor's Burden of Proof on Claim

- A. The Contractor shall have the burden of proof to demonstrate entitlement to and the amount of any damages as allowed by the Contract. In no event shall Contractor's recovery exceed the sums allowed by Section 6.2(F).
- B. If the Contractor, on behalf of itself or its Subcontractors and Suppliers seeks an adjustment in the Contract Price or Contract Time not supported by Project cost records meeting the requirements of Section 3.10 or Section 3.11, the Claim is waived.

- C. Compliance with the record keeping requirements set forth in this Contract is a mandatory condition precedent to recovery of any costs or damages related to or arising from performance of the Contract Work. If the City establishes non-compliance of the record-keeping requirement set forth in Section 3.11, *Cost Records*, no adjustment shall be allowed or made to the Contract Price and/or Contract Time with respect to that Claim.
- D. No Claim submitted to Alternate Dispute Resolution (ADR) or pursued by the Contractor in litigation shall seek damages greater than those set forth in the Contractor's Claim, except for accrual of any interest allowed under Section 6.1(D).

9.2 **Litigation**

- A. As a mandatory condition precedent to the initiation of litigation by the Contractor against the City, Contractor shall:
 - 1. Comply with all provisions set forth in this Contract;
 - 2. Enter into an Alternate Dispute Resolution (ADR) process agreeable to both parties at any time during Contract Time but no later than sixty (60) days after issuance of the Certificate of Substantial Completion for the entire Project or Final Acceptance if a Certificate of Substantial Completion for the entire Contract is not issued; and complete the ADR process within 240 days after issuance of Substantial Completion for the entire Project or Final Acceptance if no Certificate of Substantial Completion for the entire Contract is issued; and
 - 3. Receive the Certificate of Substantial Completion for the entire Contract or Final Acceptance if a Certificate of Substantial Completion for the entire Contract is not issued.
- B. Any litigation brought against the City shall be filed and served on the City within 365 days from either the issuance of the Certificate of Substantial Completion for the entire Contract or Final Acceptance if no Certificate of Substantial Completion of the entire Contract is issued. The requirement that the parties participate in ADR does not waive the requirements of this subparagraph.
- C. Venue and jurisdiction shall vest solely in the King County Superior Court.
- D. Failure to comply with these mandatory condition time requirements shall constitute a waiver of the Contractor's right to pursue judicial relief for any Claim arising from work performed under this Contract.

SECTION 10: MISCELLANEOUS

10.0 Contractor's Performance and Payment Bond

No later than ten days after notice of selection, the Contractor shall execute and deliver to the City a performance and payment bond for 100% of the Contract Price, on a form acceptable to the City with an approved surety company and in compliance with Chapter 39.08 RCW. The Contractor shall promptly furnish additional bond security to protect the City and persons supplying labor or materials required by the Contract if:

- 1. The City has a reasonable objection to any surety;
- 2. Any surety fails to furnish reports on its financial condition pursuant to City's request; or,
- 3. The Contract Price increases beyond the bond amount.

10.1 Indemnification/Hold Harmless

- A. The Contractor shall protect, defend, indemnify, and save harmless the City, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses,

damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Contractor's and/or Subcontractor's and Supplier's of all tiers acts or omissions, performance or failure to perform this Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

- B. The Contractor's obligations under this section shall include, but not be limited to,
1. The duty to promptly accept tender of defense and provide defense to the City at the Contractor's own expense.
 2. The duty to indemnify and defend the City from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the City with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.
 3. To the maximum extent permitted by law, the Contractor shall indemnify and defend the City from and be liable for all damages and injury caused to property or owners of property on or in the vicinity of the Work or which occurs to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.
- C. The City may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which the City may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by the City, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.
- E. In the event the City incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

10.2 Compensation, Wages, Benefits and Taxes

The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

10.3 Successors and Assigns

The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other with respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the previous written consent of the City.

10.4 Third Party Agreements

Except as otherwise may be provided, the Contract shall not be construed to create a contractual relationship of any kind between: any architect or engineer, or any Subcontractor, or any persons other than the City and Contractor.

10.5 Nonwaiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of or acquiescence in any breach hereunder, except as may be specifically stated by the City in writing.

10.6 Notice to the City of Labor Disputes

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract, Contractor shall immediately give notice, including all relevant information, to the City.
- B. Contractor agrees to insert a provision in its Subcontracts and Supply Contracts and to require insertion in all sub-subcontracts or sub-supply contracts, that in the event timely performance of any such contract is delayed or threatened by any actual or potential labor dispute, all Subcontractors, Suppliers or lower-tiered Subcontractor or Suppliers shall immediately notify the next higher tier or Contractor, as the case may be, of all relevant information concerning the dispute.

10.7 Liquidated Damages against Contractor

Liquidated Damages, in an amount set forth elsewhere in the Contract Documents, will be assessed for Contractor's failure to achieve a designated Contract Milestone, Substantial Completion, Physical Completion and/or Final Acceptance within the Contract Time. These Liquidated Damages are not a penalty, but will be assessed against the Contractor for failure to achieve these Contract requirements. These Liquidated Damage amounts are fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such events sustain. These amounts shall be construed as the actual amount of damages sustained by the City, and may be retained by the City and deducted from payments to the Contractor. Assessment of Liquidated Damages shall not release the Contractor from any further obligations or liabilities pursuant to the Contract.

- A. Failure to Achieve Substantial Completion. Timely performance and completion of the Work is essential to the City and the time limits stated in the Contract are of the essence. The City will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time.
- B. Failure to Achieve Physical Completion. Timely performance and completion of the Work is essential to the City and the time limits stated in the Contract are of the essence. The City will incur serious and substantial damages if Physical Completion of the Work does not occur within the Contract Time
- C. Failure to Achieve Final Acceptance. Final Acceptance of the Work is essential to the City and the time limits as identified by the City are of the essence. The City will incur serious and substantial damages if Final Acceptance of the Work does not occur as the City requires.

10.8 Headings

The headings used in the Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any contractual provision therein.

10.9 Choice of Law

In the event that either party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the King County Superior Court, Washington. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.

10.10 Severability

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by Washington State Law or applicable Federal Law. The provisions of this Contract are separate and severable. The invalidity of any sentence, paragraph, provision, section, Section, or portion of this Contract shall not affect the validity of the remainder of this Contract.

END OF SECTION 00 07 00

				Accord Contractors LLC		Terra Dynamics Inc.		Fury Site Works Inc		ACI, Inc.		Stellar J Corpration		OMA Construction Inc		CR Construction LLC		Bayshore Construction Company	
Item No.	Description	Unit	Quantity	Unit Price	Item Total Amount	Unit Price	Item Total Amount	Unit Price	Item Total Amount	Unit Price	Item Total Amount	Unit Price	Item Total Amount	Unit Price	Item Total Amount	Unit Price	Item Total Amount	Unit Price	Item Total Amount
CATEGORY 1: SITE PREPARATION & CIVIL WORK																			
1	Mobilization	LS	1	40000	\$ 40,000.00	\$ 43,500.00	\$ 43,500.00	\$ 75,280.37	\$ 75,280.37	\$ 230,000.00	\$ 230,000.00	\$ 250,000.00	\$ 250,000.00	\$ 200,000.00	\$ 200,000.00	\$ 183,775.00	\$ 183,775.00	\$ 300,000.00	\$ 300,000.00
2	SPCC Plan	LS	1	3000	\$ 3,000.00	\$ 1,220.00	\$ 1,220.00	\$ 289.13	\$ 289.13	\$ 150.00	\$ 150.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
3	ESC Lead	DAY	75	350	\$ 26,250.00	\$ 150.00	\$ 11,250.00	\$ 37.30	\$ 2,797.50	\$ 1.00	\$ 75.00	\$ 40.00	\$ 3,000.00	\$ 500.00	\$ 37,500.00	\$ 520.00	\$ 39,000.00	\$ 250.00	\$ 11,250.00
4	SWPPP Preparation and Maintenance	LS	1	2500	\$ 2,500.00	\$ 4,180.00	\$ 4,180.00	\$ 7,156.15	\$ 7,156.15	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 200.00	\$ 200.00
5	Erosion and Stormwater Controls	LS	1	2000	\$ 20,000.00	\$ 3,050.00	\$ 3,050.00	\$ 11,926.94	\$ 11,926.94	\$ 48,855.50	\$ 48,855.50	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 500.00	\$ 500.00
6	TESC Measures (per Drawings and SWPPP) – Inlet Protection	EA	2	500	\$ 1,000.00	\$ 165.00	\$ 330.00	\$ 153.97	\$ 307.94	\$ 66.00	\$ 132.00	\$ 300.00	\$ 600.00	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,000.00	\$ 180.00	\$ 360.00
7	TESC Measures (per Drawings and SWPPP) – Silt Fence	LF	3,915	16	\$ 62,640.00	\$ 3.35	\$ 13,115.25	\$ 5.78	\$ 22,628.70	\$ 6.00	\$ 23,490.00	\$ 4.00	\$ 15,660.00	\$ 4.00	\$ 15,660.00	\$ 8.00	\$ 31,320.00	\$ 8.00	\$ 31,320.00
8	TESC Measures (per Drawings and SWPPP) – Other BMPs	LS	1	11000	\$ 11,000.00	\$ 1,220.00	\$ 1,220.00	\$ 7,156.15	\$ 7,156.15	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 9,000.00	\$ 9,000.00
9	Construction Surveying	LS	1	21000	\$ 21,000.00	\$ 36,600.00	\$ 36,600.00	\$ 24,055.87	\$ 24,055.87	\$ 22,000.00	\$ 22,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 27,000.00	\$ 27,000.00
10	Staging and Site Area Preparation, Maintenance, and Security	LS	1	7000	\$ 7,000.00	\$ 1,220.00	\$ 1,220.00	\$ 7,156.15	\$ 7,156.15	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00	\$ 75,000.00	\$ 9,000.00	\$ 9,000.00
11	Project Temporary Traffic Controls	LS	1	6000	\$ 6,000.00	\$ 24,400.00	\$ 24,400.00	\$ 64,273.78	\$ 64,273.78	\$ 40,000.00	\$ 40,000.00	\$ 300,000.00	\$ 300,000.00	\$ 15,000.00	\$ 15,000.00	\$ 140,000.00	\$ 140,000.00	\$ 32,300.00	\$ 32,300.00
12	Stabilized Construction Entrance	SY	1	300	\$ 300.00	\$ 425.00	\$ 425.00	\$ 4,045.37	\$ 4,045.37	\$ 300.00	\$ 300.00	\$ 50.00	\$ 50.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,600.00	\$ 3,600.00
13	Clearing and Grubbing	AC	1.8	10000	\$ 18,000.00	\$ 17,100.00	\$ 30,780.00	\$ 27,708.80	\$ 49,875.84	\$ 76,000.00	\$ 136,800.00	\$ 20,000.00	\$ 36,000.00	\$ 50,000.00	\$ 90,000.00	\$ 27,500.00	\$ 49,500.00	\$ 126,000.00	\$ 226,800.00
14	Construction Fence	LF	500	11	\$ 5,500.00	\$ 7.25	\$ 3,625.00	\$ 5.78	\$ 2,890.00	\$ 5.00	\$ 2,500.00	\$ 3.50	\$ 1,750.00	\$ 20.00	\$ 10,000.00	\$ 8.00	\$ 4,000.00	\$ 5.00	\$ 2,500.00
15	Tree Protection Fencing	LF	2,500	14	\$ 35,000.00	\$ 2.25	\$ 5,625.00	\$ 5.78	\$ 14,450.00	\$ 10.00	\$ 25,000.00	\$ 8.00	\$ 20,000.00	\$ 3.00	\$ 7,500.00	\$ 8.00	\$ 20,000.00	\$ 11.00	\$ 27,500.00
16	Tree Protection Surface Treatment	LS	1	1000	\$ 1,000.00	\$ 3,895.00	\$ 3,895.00	\$ 4,770.77	\$ 4,770.77	\$ 8,000.00	\$ 8,000.00	\$ 80,000.00	\$ 80,000.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 92,000.00	\$ 92,000.00
17	Tree Removal, Salvage for Re-use on Site including Anchoring	EA	9	2000	\$ 18,000.00	\$ 1,850.00	\$ 16,650.00	\$ 2,891.33	\$ 26,021.97	\$ 1,800.00	\$ 16,200.00	\$ 6,000.00	\$ 54,000.00	\$ 1,200.00	\$ 10,800.00	\$ 5,000.00	\$ 45,000.00	\$ 2,100.00	\$ 18,900.00
18	Saw cutting Existing Pavement	LF	1100	16	\$ 17,600.00	\$ 4.50	\$ 4,950.00	\$ 5.20	\$ 5,720.00	\$ 5.00	\$ 5,500.00	\$ 8.00	\$ 8,800.00	\$ 8.00	\$ 8,800.00	\$ 8.00	\$ 8,800.00	\$ 5.00	\$ 5,500.00
19	Concrete Pavement Removal	SY	213	49	\$ 10,437.00	\$ 30.25	\$ 6,443.25	\$ 43.10	\$ 9,180.30	\$ 16.00	\$ 3,408.00	\$ 70.00	\$ 14,910.00	\$ 35.00	\$ 7,455.00	\$ 60.00	\$ 12,780.00	\$ 20.00	\$ 4,260.00
20	Asphalt Pavement Removal	SY	125	28	\$ 3,500.00	\$ 36.25	\$ 4,531.25	\$ 49.73	\$ 6,216.25	\$ 15.00	\$ 1,875.00	\$ 70.00	\$ 8,750.00	\$ 25.00	\$ 3,125.00	\$ 75.00	\$ 9,375.00	\$ 20.00	\$ 2,500.00
21	Traffic Marking Removal	LF	630	11	\$ 6,930.00	\$ 2.50	\$ 1,575.00	\$ 2.31	\$ 1,455.30	\$ 8.00	\$ 5,040.00	\$ 1.00	\$ 630.00	\$ 2.00	\$ 1,260.00	\$ 5.00	\$ 3,150.00	\$ 3.00	\$ 1,890.00
22	Roadway excavation including hauling	CY	293	63	\$ 18,459.00	\$ 73.75	\$ 21,608.75	\$ 86.38	\$ 25,309.34	\$ 85.00	\$ 24,905.00	\$ 100.00	\$ 29,300.00	\$ 100.00	\$ 29,300.00	\$ 69.00	\$ 20,217.00	\$ 120.00	\$ 35,160.00
23	Gravel borrow including hauling	TN	20	72	\$ 1,440.00	\$ 44.50	\$ 890.00	\$ 57.83	\$ 1,156.60	\$ 75.00	\$ 1,500.00	\$ 150.00	\$ 3,000.00	\$ 100.00	\$ 2,000.00	\$ 175.00	\$ 3,500.00	\$ 120.00	\$ 2,400.00
24	Deleted	Deleted	Deleted																
25	Deleted	Deleted	Deleted																
26	Drainage quarry spalls	TN	50	81	\$ 4,050.00	\$ 73.25	\$ 3,662.50	\$ 76.62	\$ 3,831.00	\$ 233.00	\$ 11,650.00	\$ 150.00	\$ 7,500.00	\$ 250.00	\$ 12,500.00	\$ 150.00	\$ 7,500.00	\$ 74.00	\$ 3,700.00
27	Roadway Asphalt and Concrete base surfacing (WSDOT 4-04.5)	TN	250	91	\$ 22,750.00	\$ 83.00	\$ 20,750.00	\$ 75.46	\$ 18,865.00	\$ 60.00	\$ 15,000.00	\$ 75.00	\$ 18,750.00	\$ 300.00	\$ 75,000.00	\$ 375.00	\$ 93,750.00	\$ 130.00	\$ 32,500.00
28	Hot Mix Asphalt, all	TN	27	400	\$ 10,800.00	\$ 362.00	\$ 9,774.00	\$ 6,557.49	\$ 6,937.00	\$ 331.00	\$ 8,937.00	\$ 500.00	\$ 13,500.00	\$ 250.00	\$ 6,750.00	\$ 350.00	\$ 9,450.00	\$ 400.00	\$ 10,800.00
29	Curb and Gutter	LF	630	110	\$ 69,300.00	\$ 73.00	\$ 45,990.00	\$ 86.53	\$ 54,513.90	\$ 73.00	\$ 45,990.00	\$ 50.00	\$ 31,500.00	\$ 75.00	\$ 47,250.00	\$ 60.00	\$ 37,800.00	\$ 78.00	\$ 49,140.00
30	Traffic: striping, plastic markings, signage	LS	1	14000	\$ 14,000.00	\$ 9,150.00	\$ 9,150.00	\$ 9,258.22	\$ 9,258.22	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 7,000.00	\$ 7,000.00
31	HDPE Pipe 12" Ø	LF	80	118	\$ 9,440.00	\$ 53.50	\$ 4,280.00	\$ 96.83	\$ 7,746.40	\$ 60.00	\$ 4,800.00	\$ 250.00	\$ 20,000.00	\$ 35.00	\$ 2,800.00	\$ 125.00	\$ 10,000.00	\$ 96.00	\$ 7,680.00
32	Catch Basin Type 1	EA	2	4000	\$ 8,000.00	\$ 1,470.00	\$ 2,940.00	\$ 2,797.51	\$ 5,595.02	\$ 1,850.00	\$ 3,700.00	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,400.00	\$ 2,800.00	\$ 1,900.00	\$ 3,800.00
33	Geotextile Fabric – Level Spreaders	SY	9	60	\$ 540.00	\$ 375.00	\$ 3,375.00	\$ 5.78	\$ 52.02	\$ 10.00	\$ 90.00	\$ 200.00	\$ 1,800.00	\$ 80.00	\$ 720.00	\$ 68.00	\$ 612.00	\$ 20.00	\$ 180.00
CATEGORY 2: LANDSCAPE WORK																			
34	Topsoil Type B	LS	1	55000	\$ 55,000.00	\$ 23,500.00	\$ 23,500.00	\$ 7,517.46	\$ 7,517.46	\$ 31,000.00	\$ 31,000.00	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 85,000.00	\$ 85,000.00	\$ 106,000.00	\$ 106,000.00
35	PSIPE – Mitigation Mix 1	SF	33,401	11	\$ 367,411.00	\$ 11.15	\$ 372,421.15	\$ 11.57	\$ 386,449.57	\$ 10.00	\$ 334,010.00	\$ 8.00	\$ 267,208.00	\$ 7.50	\$ 250,507.50	\$ 5.00	\$ 167,005.00	\$ 8.00	\$ 267,208.00
36	PSIPE – Mitigation Mix 2	SF	23,241	3	\$ 69,723.00	\$ 2.60	\$ 60,426.60	\$ 2.67	\$ 62,053.47	\$ 2.50	\$ 58,102.50	\$ 2.30	\$ 53,454.30	\$ 4.00	\$ 92,964.00	\$ 7.00	\$ 162,687.00	\$ 2.00	\$ 46,482.00
37	PSIPE – Mitigation Mix 3	SF	15,141	2.6	\$ 39,366.60	\$ 1.85	\$ 28,010.85	\$ 2.06	\$ 31,190.46	\$ 2.00	\$ 30,282.00	\$ 2.00	\$ 30,282.00	\$ 4.00	\$ 60,564.00	\$ 3.00	\$ 45,423.00	\$ 6.00	\$ 90,89



PARKS CAPITAL PROJECT OR PROGRAM

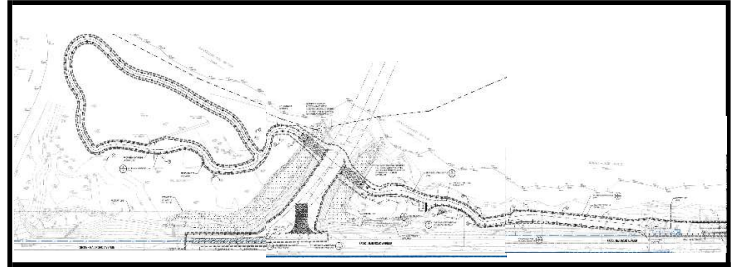
RIVERTRAIL PROJECT - NW OF SANDY COVE PARK

CIP Project ID:	PAR20006CIP	Previously Spent:	\$929,191
Department:	Community Development	Current Project Budget:	\$3,607,751
Project Status:	Design	Original Budget at CIP Inception:	\$3,243,580
Project Location:	SR 202 Bridge to Sandy Cove Park	Years Project in CIP:	6
Project Contact:	Dylan Gamble	Contact Email:	DGamble@snoqualmiewa.gov

Description:

This phase of the Rivertrail project will provide approximately one mile of trail parallel to State Route 202 up to Kimball Creek. This phase includes boardwalk installation, wetland crossings, riverside restoration and connections to developing City trail infrastructure.

Photo or Map:



Community Impact:

This phase of the Rivertrail project will establish a trail between Downtown Snoqualmie and the Kimball Creek Bridge, result in significant environmental restoration, and support the tourism goals of the City of Snoqualmie. The new trail will critically connect Snoqualmie Falls to the historic downtown while expanding recreational opportunities for residents.

Operating Impact:

The additional property owned and improved by the City of Snoqualmie will add to the current landscaping, trail maintenance, and urban forestry work of staff. However, increased economic activity from tourism will result in an unknown amount of offsetting revenue.

Budget:

Project Activities	% of Budg.	Total Activity Budget	Previously Spent	2025	2026	2027	2028	2029	2030	2031 or Beyond
Analysis	4%	\$ 147,212	\$ 147,212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	22%	\$ 781,979	\$ 781,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	55%	\$ 1,986,953	\$ -	\$ 1,986,953	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Const. Manage	4%	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	6%	\$ 209,727	\$ -	\$ 209,727	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Art	1%	\$ 32,436	\$ -	\$ 32,436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor	4%	\$ 128,566	\$ -	\$ 128,566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	5%	\$ 170,878	\$ -	\$ 170,878	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	100%	\$ 3,607,751	\$ 929,191	\$ 2,678,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating		\$ 64,100		\$ -	\$ 12,100	\$ 12,400	\$ 12,800	\$ 13,200	\$ 13,600	*

TOTAL PROJECT BUDGET: \$3,607,751

TOTAL OPERATING BUDGET: \$64,100

Anticipated Funding Mix:

Source	Total Sources	Previously Allocated	2025	2026	2027	2028	2029	2030
Real Estate Excise Tax	\$ 2,216,352	\$ -	\$ 2,216,352	\$ -	\$ -	\$ -	\$ -	\$ -
Dept. of Commerce Grant	\$ 1,391,399	\$ 929,191	\$ 462,208	\$ -	\$ -	\$ -	\$ -	\$ -
KC Parks Levy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 3,607,751	\$ 929,191	\$ 2,678,560	\$ -	\$ -	\$ -	\$ -	\$ -

Fiscal Notes: * The City will continue to incur operating expenditures resulting from the project into the future.

TOTAL FUNDING SOURCES: \$3,607,751
FUTURE FUNDING REQUIREMENTS: \$0



CITY OF SNOQUALMIE CONTRACT ROUTING SHEET

Item 8.

ORIGINATING DEPARTMENT INFO

Contract Name: Accord Contractors

Department: Parks & Public Works

Staff Person: Dylan Gamble

Date of Request:

Date Due:

Contract No: 25-0000

DOCUMENT TYPE

Choose an item.

If other:

CONTRACTOR / VENDOR / CONSULTANT INFO

Name:

Address:

Phone:

Type of Person or Entity Choose an item.: State where entity formed:

Debarred or Suspended: ☐ Yes ☐ No

Signature name: , Title

Contractor Email: (A valid Email is required for [L&I Tracking](#))

Tax ID#:

[Snoqualmie Business Lic. #:](#)

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

Completion Date:

Contract Extension: ☐ Yes ☐ No

Total Compensation: \$

Not to Exceed: \$

(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: Choose an item.

Selection Process/Procedure Used: Choose an item.

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:

- ☐ Director Name:
- ☐ Finance (Drew Bouta)
- ☐ City Attorney:

SIGNATURES COLLECTED

- ☐ Manager (if required):
☐ Director (if required):
☐ Mayor or City Administrator (if required):

ACCOUNTING INFORMATION / OTHER NOTES

Applicable Account Codes & Descriptions:

- ☐ Signed Copy Back to Originating Department
☐ Forward Original to Deana Dean, City Clerk
☐ Forward Original to Reina McCauley, Deputy City Clerk

Council Agenda Bill

AB Number

AB25-079

Agenda Bill Information

Title*

BP Pump Station Capacity Study

Action*

Discussion

Council Agenda Section

Committee Report

Council Meeting Date*

09/08/2025

Staff Member

Patrick Fry

Department*

Public Works

Committee

Parks and Public Works

Committee Date

09/02/2025

Exhibits

Packet Attachments - if any

Exhibit B.pdf	452.87KB
Exhibit A.pdf	254.15KB
BP Pump Station Study Contract - RH2.docx	66.34KB

Summary

Introduction*

Brief summary.

The Business Park (BP) Lift Station is currently operating at maximum capacity. With the hospital expansion due to be completed in Fall of 2026, the BP lift station may require capacity upgrades. This study is the first step to determining whether those upgrades are necessary and if so what they may be.

Proposed Motion

Move to award an Engineering Contract with RH2 for the BP Pump Station Capacity Improvements

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The Snoqualmie Valley Health hospital campus is planning to expand by developing an office park located to the northwest of the intersection of Snoqualmie Parkway and SE 99th Street. The proposed development is anticipated to consist of medical office building space and restaurants, resulting in an

additional 50 equivalent residential units (ERUs). The proposed development will flow into the City of Snoqualmie's Hospital Pump Station, which then conveys sewage via the City's gravity system to the BP lift station. The BP lift station also serves the entirety of the SR II development.

The BP lift station was originally constructed in 1998 and received upgrades in 2008. The pump station is currently equipped with (2) 36 horse power pumps and an 8-inch and 6-inch force main. The station has a firm design capacity of 750 gpm. During peak hours, the pumps are cycling at or above the recommended frequency. The hospital expansion will add an additional 50 Equivalent Residential Units (ERUs), which will likely cause the pumps to further exceed the manufacturers guidelines.

Analysis *

The proposed study is to confirm that the BP Lift Station is at max capacity and the additional 50 ERUs will result in the lift station exceeding the design capacity. Following, the consultant will investigate the consequences of the additional flow as well as generating a technical memorandum with an alternatives analysis on the best way to increase capacity at the BP Lift station.

Budgetary Status *

This is an extra-budget expenditure.

Budget Summary

The City did not plan for a BP Lift Station upgrade in the current 2025-26 Biennial Budget or in the 2025-2030 Capital Improvement Plan. To incorporate the RH2 capacity study contract and any subsequent costs related to a BP Lift Station upgrade, as necessitated by the Snoqualmie Valley Health expansion, the City would need to delay key projects or increase the utility rates charged to current customers.

Administration recommends that the Snoqualmie Valley Health expansion project commits to reimbursing the City for the RH2 capacity study and any associated BP Lift Station upgrades before the City moves forward with this or other related contracts.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$98,850.00	\$0.00	\$98,850.00

Fiscal Impact Screenshot

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
Contract Title: Pump Station BP Capacity Improvements

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and RH2 Engineering, Inc. a Washington corporation ("Consultant") is dated this ____ day of _____ 2025.

Consultant Business: RH2 Engineering, Inc.
 Consultant Address: 22722 29th Drive SE, Suite
 210

Bothell, WA 98021

Consultant Phone: 425-951-5332

Consultant Fax:

Contact Name: Edwin Hamlin

Contact e-mail: ehamlin@rh2.com

Federal Employee ID No.: 91-1108443

Authorized City Representative for this contract: Jeff Hamlin, Department Director

WHEREAS, the City desires to study the capacity of the BP Pump Station and perform an alternatives analysis as a result of added ERUs;

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area of sewer main design, sidewalk construction, and permit acquisition; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Edwin Hamlin. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2025, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$ 98,850 as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Patrick Fry
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation.. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator, certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.
4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended

reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn: Patrick Fry
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

B. Notices to the Consultant shall be sent to the following address:

RH 2 Engineering, Inc.
Attn: Edwin Hamlin
22722 29th Drive SE, Suite 210
Bothell, WA 98021

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

<p>CITY OF SNOQUALMIE, WASHINGTON</p> <p>By: _____ Its: Mayor Date: _____</p>	<p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>RH2 ENGINEERING, INC.</p> <p>[Consultant's Complete Legal Name]</p> <p>By: _____ Typed/Printed Name: _____ Its: _____ Date: _____</p>
<p>ATTEST:</p> <p>Dena Dean, City Clerk Date: _____</p>	
<p>APPROVED AS TO FORM:</p> <p>Dena Burke, City Attorney Date: _____</p>	

EXHIBIT A
Scope of Work
Amendment No. 1
City of Snoqualmie
Pump Station BP Capacity Improvements
August 2025

Background

The Snoqualmie Valley Health hospital campus is planning to expand by developing an office park located to the northwest of the intersection of Snoqualmie Parkway and SE 99th Street. The proposed development is anticipated to consist of medical office building space and restaurants and is estimated to serve 50 equivalent residential units. The proposed development will flow into the City of Snoqualmie's (City) Hospital Pump Station, which then conveys sewage via the gravity collection system to Pump Station BP (Business Park) located southwest of the intersection of 356th Avenue SE and SE Douglas Street.

Pump Station BP has a firm design capacity of 750 gallons per minute with 6-inch and 8-inch force mains. The City has requested that RH2 Engineering, Inc., (RH2) evaluate the existing and projected future flows into Pump Station BP to determine its capacity to handle the proposed hospital building development. This Scope of Work includes reviewing available background information, obtaining a topographic survey of the site, HOB0 logger data, and pressure logger data, and performing an alternatives analysis, including the preparation of planning-level opinions of probable construction cost (OPCC) and conceptual design plans for each alternative evaluated. RH2 will prepare a technical memorandum summarizing the results of the analyses for the City's review and selection of a preferred alternative.

Final design, services during bidding, and services during construction can be provided via an amendment to this Scope of Work at the City's discretion.

General Assumptions

The following assumptions were made when preparing this Scope of Work:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If the City requests additional effort or changes to this Scope of Work, the City and RH2 will mutually determine a contract amendment.*

Task 1 – Project Management Services

Objective: Manage RH2's project team and maintain regular client communications, including progress meetings. Maintain project schedule and prepare monthly invoices and budget status summaries.

Approach:

- 1.1 Perform Project Management – Provide direction, coordination, and oversight to the RH2 project team. Document and retain information generated during the execution of the project.
- 1.2 Prepare Invoices – Prepare monthly invoices and budget status summaries.
- 1.3 Prepare for and Attend Progress Meetings – Prepare for and attend progress meetings with City staff as requested. Prepare meeting agendas and minutes. *A total of four (4) progress meetings are assumed in the Fee Estimate, in addition to the other milestone and review meetings identified elsewhere in this Scope of Work.*
- 1.4 Prepare Schedule – Create, maintain, and update a project design schedule. Monitor, modify, and update the project schedule throughout the design phase to determine potential impacts of proposed changes. Adjust the schedule to reflect the current status of the project and revisions made to this Scope of Work.

RH2 Deliverables:

- Monthly progress reports with schedule, budget, work performed, and billed to date updates.
- Attendance at progress meetings and meeting agendas and minutes.

Task 2 – Background Review and Topographic Survey

Objective: Review available project background and site information. Coordinate with Duane Hartman & Associates, Inc., (DHA) as a subconsultant to RH2 to perform a topographic survey of the Pump Station BP site.

Approach:

- 2.1 Review Background Data – Review available background data for the proposed development and Pump Station BP, including but not limited to, as-built drawings, system maps, available supervisory control and data acquisition (SCADA) operational data, and previous reports.
- 2.2 Coordinate Topographic Survey – Coordinate with DHA to perform a topographic survey of the Pump Station BP site. Review the survey once complete.
- 2.3 Prepare Base Map – Prepare a base map of the project area and perform one (1) site visit to review the base map and facility locations based on the survey information. Create a 3D model of the existing Pump Station BP.

Assumptions:

- *DHA will coordinate on-site utility locates and provide stamped topographic survey drawings and AutoCAD existing base map files for design.*
- *Only the pump station site will be surveyed. The force main alignment will be surveyed if it is determined the force main needs to be replaced after the evaluation has been completed.*

Provided by the City:

- Available background information on the proposed development and Pump Station BP, including as-built drawings, SCADA data, reports, etc.

RH2 Deliverables:

- Field survey and base map formatted for use in design.

Task 3 – Alternatives Analysis and Conceptual Design

Objective: Perform hydraulic analyses and evaluate existing and future flow rates and pressures at Pump Station BP. Evaluate improvement alternatives for the pump station and prepare a technical memorandum summarizing the alternatives analysis.

Approach:

- 3.1 Provide Data Loggers – Support the City in equipping the Pump Station BP motor control center temporarily with HOBO data loggers to record two (2) weeks of pump runtime data. Provide the City with pressure data loggers to be installed on the 6-inch and 8-inch force mains for two (2) weeks. Download data. The loggers will allow characterization of the pump station's flows and pressures on an hourly basis. Assess the influent flows and adequacy of the pump station. *It is assumed City staff will install and remove these data loggers once monitoring is complete.*
- 3.2 Perform Flow and Pressure Analyses – Evaluate existing and projected future flow rates and pressures based on data previously gathered by RH2. Evaluate the existing capacity of the 6-inch and 8-inch force mains serving the pump station to assess if pipe upsizing is recommended.
- 3.3 Perform Alternatives Analysis – Perform an analysis of up to three (3) alternatives for the Pump Station BP improvements, including but not limited to, new pumps, a larger wet well, and force main upsizing, to meet more flows to the station due to the proposed hospital development.
- 3.4 Prepare Planning-Level OPCCs – Prepare planning-level OPCCs for each alternative evaluated.
- 3.5 Prepare Conceptual Design – Prepare one (1) conceptual design plan for each alternative evaluated.
- 3.6 Draft Technical Memorandum – Prepare a preliminary technical memorandum summarizing the results of the analyses and alternatives evaluation. Submit the preliminary technical memorandum to City staff for review and comment.

- 3.7 Attend Meeting with City – Attend one (1) meeting with City staff to discuss the proposed improvements and select the City’s preferred alternative based on the results summarized in the preliminary technical memorandum. Prepare meeting minutes.
- 3.8 Finalize Technical Memorandum – Finalize the technical memorandum based on City comments and meeting discussion.

Assumptions:

- *This Scope of Work does not include an analysis of potential infiltration and inflow (I/I) flows at Pump Station BP. If the City desires to evaluate I/I, that work will be mutually negotiated via a contract amendment.*

Provided by the City:

- Staff to install and uninstall the temporary HOB0 and pressure data loggers after the monitoring period has been completed.
- Timely review comments on the preliminary technical memorandum.
- Attendance at meeting to discuss the preliminary technical memorandum.

RH2 Deliverables:

- HOB0 data logger and pressure data logger data from Pump Station BP in Microsoft Excel and PDF formats.
- Preliminary and final technical memorandum.
- Attendance at meeting to discuss the preliminary technical memorandum and meeting minutes.

Project Schedule

RH2 is prepared to commence with the work upon written authorization from the City. The preliminary technical memorandum is anticipated to be ready for City review by mid-November 2025.

EXHIBIT B**Fee Estimate****Amendment No. 1****City of Snoqualmie****Pump Station BP Capacity Improvements****Aug-25**

Description		Total Hours	Total RH2 Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management Services	58	\$ 13,346	\$ -	\$ 499	\$ 13,845
1.1	Perform Project Management	10	\$ 2,556	\$ -	\$ 91	\$ 2,647
1.2	Prepare Invoices	16	\$ 3,318	\$ -	\$ 110	\$ 3,428
1.3	Prepare for and Attend Progress Meetings	28	\$ 6,408	\$ -	\$ 270	\$ 6,678
1.4	Prepare Schedule	4	\$ 1,064	\$ -	\$ 27	\$ 1,091
Task 2	Background Review and Topographic Survey	76	\$ 15,778	\$ 11,500	\$ 1,051	\$ 28,329
2.1	Review Background Data	32	\$ 6,768	\$ -	\$ 169	\$ 6,937
2.2	Coordinate Topographic Survey	8	\$ 1,834	\$ -	\$ 46	\$ 1,880
2.3	Prepare Base Map	36	\$ 7,176	\$ 11,500	\$ 836	\$ 19,512
Task 3	Alternatives Analysis and Conceptual Design	250	\$ 52,900	\$ -	\$ 3,776	\$ 56,676
3.1	Provide Data Loggers	6	\$ 1,284	\$ -	\$ 1,012	\$ 2,296
3.2	Perform Flow and Pressure Analyses	52	\$ 11,280	\$ -	\$ 282	\$ 11,562
3.3	Perform Alternatives Analysis	82	\$ 16,996	\$ -	\$ 1,140	\$ 18,136
3.4	Prepare Planning-Level OPCCs	14	\$ 2,906	\$ -	\$ 210	\$ 3,116
3.5	Prepare Conceptual Design	52	\$ 10,956	\$ -	\$ 744	\$ 11,700
3.6	Draft Technical Memorandum	22	\$ 4,528	\$ -	\$ 202	\$ 4,730
3.7	Attend Meeting with City	12	\$ 2,818	\$ -	\$ 70	\$ 2,888
3.8	Finalize Technical Memorandum	10	\$ 2,132	\$ -	\$ 115	\$ 2,247
PROJECT TOTAL		384	\$ 82,024	\$ 11,500	\$ 5,326	\$ 98,850

Council Agenda Bill

AB Number

AB25-081

Agenda Bill Information

Title*

Resolution Authorizing a One-Tenth of One Percent (0.1%) Sales and Use Tax for Criminal Justice Purposes

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

09/08/2025

Staff Member

Drew Bouta

Department*

Finance

Committee

Finance and Administration

Committee Date

09/03/2025

Exhibits

Packet Attachments - if any

Public Safety Enhancement Sales Tax Resolution.docx

23.84KB

Summary

Introduction*

Brief summary.

During the 2025 legislative session, the Washington State Legislature enacted ESHB 2015 to provide qualified cities, towns, or counties the ability to authorize a new local option sales and use tax of one-tenth of one percent (0.1%) for criminal justice purposes. The intent of this resolution, after carefully considering the financial needs of the Snoqualmie Police Department, and criminal justice in general, which includes programs and/or responses that have a positive effect on the criminal justice system, such as the provision of adequate public defense or homeless and mental health services, is to authorize the one-tenth of one percent (0.1%) sales and use tax pursuant to Section 201, Chapter 350, Laws of Washington 2025, and certify that the City of Snoqualmie meets all of the requirements to impose the tax.

Proposed Motion

Move to approve Resolution 1723 authorizing a one-tenth of one percent (0.1%) sales and use tax for criminal justice purposes pursuant to Section 201, Chapter 350, Laws of Washington 2025.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The Washington State Legislature approved [ESHB 2015](#) during the 2025 legislative session which established two new funding mechanisms for criminal justice purposes:

1.
A three-year \$100 million grant program for hiring, retaining, and training new police officers and co-responders.
2.
A councilmanic 0.1% local option sales and use tax for criminal justice purposes.

According to ESHB 2015, “**criminal justice purposes**” is defined as “activities that substantially assist the criminal justice system” and includes “circumstances where ancillary benefit to the civil justice and behavioral health systems occurs” such as the following:

1.
Domestic violence services, such as those provided by domestic violence programs, community advocates, and legal advocates, as those terms are defined in RCW 70.123.020.
2.
Staffing adequate public defenders to provide appropriate defense for individuals.
3.
Diversion programs
4.
Reentry work for inmates
5.
Local government programs that have a reasonable relationship to reducing the numbers of people interacting with the criminal justice system including, but not limited to, reducing homelessness or improving behavioral health.
6.
Community placements for juvenile offenders
7.
Community outreach and assistance programs, alternative response programs, and mental health crisis response.

To authorize the 0.1% sales and use tax, the City of Snoqualmie must **qualify** for the grant. In order to qualify for the grant, the Snoqualmie Police Department must have the following in place:

1.
Washington State Office of Attorney General (AGO) Training and Policies. Established policies that comply with state

law as well as AGO's guidance for law enforcement practices related to citizenship status.

2.

Criminal Justice Training Commission (CJTC)

Trainings. Participated in CJTC trainings related to behavioral health and first aid.

3.

Use of Force Policies. Established policies on de-escalation and use of force that incorporate the AGO's guidance on duty to intervene and use of police dogs.

4.

Use of Force Database. Complied with state laws on use of force data reporting (once that state program is operational).

5.

Court-Ordered Firearm Relinquishment.

Established policies related to civil protection orders and the court-ordered surrender of firearms.

6.

Crisis Intervention Training. At least 25% of officers who have completed CJTC crisis intervention team training.

7.

Gender-Based Violence Trainings. 100% completion by required officers for CJTC trainings on sexual assault and gender-based violence.

8.

Public Safety Sales Taxes. Received funds from or authorized a public safety or criminal justice sales tax.

9.

Leadership Requirements. A police chief, sheriff, or marshal who is CJTC-certified and has no felony convictions or gross misdemeanor convictions for moral turpitude, dishonesty, fraud, or corruption.

10. Volunteer

Requirements. Established policies for supervising agency volunteers, any insignia worn by volunteers, and for restricting those volunteers from enforcing criminal laws other than for special event traffic and parking, using force, carrying weapons, or using dogs for purposes besides search and rescue.

The Snoqualmie Police Department will need to submit documentation to the CJTC demonstrating that it has the policies, procedures, and operations in place, as well as training received, in order to impose the tax.

In addition to qualifying for the grant, the City of Snoqualmie must also provide the CJTC with a **detailed staffing plan** that includes the number of co-response teams, administrative staff, commissioned and specially commissioned officers, and officers on flexible schedules, as well as its **average 911 response rate** and **average case closure rate** for the preceding year.

Once the documentation has been submitted, the CJTC will have 45 days to review and notify the City of Snoqualmie of any outstanding deficiencies.

If the resolution is approved, and there are no outstanding deficiencies, then the City of Snoqualmie can send the resolution to the Washington State Department of Revenue for implementation. Per RCW 82.14.055, a local sales tax change may take effect no sooner than 75 calendar days after DOR receives notice of the change. Sales tax rate changes may only take effect on January 1, April 1, or July 1. The City of Snoqualmie would need to provide DOR notice by October 17, January 15, or April 17 in order for a sales tax to take effect on January 1, April 1, or July 1 respectively.

Analysis*

The intent of this resolution is to impose a 0.1% sales and use tax for criminal justice purposes. The sales and use tax would be permanent unless rescinded by Council action at a future date and is “stackable” with other taxes and the imposition of taxes by other governments. “Stackable” means that both the City of Snoqualmie and King County can pass and use the same tax independently or in addition to the other. As a result, and unlike the public safety sales tax (RCW 82.14.450), this local option sales and use tax has no sharing requirement (i.e., 85% City, 15% shared with County).

Assuming a January 1, 2025, start date, and given the lag time between actual retail sales and distribution

of the tax, the City of Snoqualmie would not receive any revenue from the tax until March 2026. Using 2022 sales and use tax (regular and optional) revenue as the baseline for forecasting, and an inflation factor based on a forecast of the annual percentage change in the CPI-U for the Seattle-Tacoma-Bellevue, WA area, the imposition of the tax is expected to generate the following revenue over a six-year period:

2026: \$243,000
2027: \$302,000
2028: \$312,000
2029: \$322,000
2030: \$333,000
2031: \$344,000

The funds this tax generates would be used solely for criminal justice purposes. In addition, because this is a tax on all retail sales within the City, all retail sales consumers, including non-resident visitors would pay the tax.

The estimated local retail sales resulting from one household living in the City of Snoqualmie for 2025 is approximately \$28,500. Therefore, the estimated burden of this tax on a household in City of Snoqualmie is approximately \$28.50.

Budgetary Status *

This action will bring in additional revenue.

Budget Summary

The compliance costs associated with imposing a 0.1% sales and use tax for criminal justice purposes are expected to be relatively low in relation to the anticipated revenue. The City is already compliant in several respects. Costs would most likely relate to training overtime, data collection and reporting overtime, or changing policies. However, the department is not currently anticipating any overtime expenditures related to compliance.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$0.00	\$0.00	\$0.00

Fiscal Impact Screenshot

RESOLUTION NO. 1723**A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, AUTHORIZING AN INCREASE IN THE SALES AND USE TAX IN THE AMOUNT OF ONE-TENTH OF ONE PERCENT (0.1%) FOR CRIMINAL JUSTICE PURPOSES; AS AUTHORIZED IN SECTION 201, CHAPTER 350, LAWS OF WASHINGTON 2025; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the Washington State Legislature enacted House Bill 2015 in the 2025 legislative session to provide qualified cities, towns, or counties the ability to authorize, by resolution or ordinance, a new local option sales and use tax of one-tenth of one percent (0.1%) for criminal justice purposes; and

WHEREAS, the Snoqualmie City Council seeks to enhance criminal justice funding; and

WHEREAS, the Snoqualmie City Council has carefully considered the financial needs of the Snoqualmie Police Department, and criminal justice in general, which includes programs and/or responses that have a positive impact on the criminal justice system, such as the provision of adequate public defense or homeless and mental health services designed to reduce the numbers of people interacting with the criminal justice system, and has determined that it is the best interests of the City to increase the sales and use tax in the amount of one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or the value of the article used in the case of a use tax; and

WHEREAS, the Snoqualmie City Council finds that the Snoqualmie Police Department meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025; and

WHEREAS, the City of Snoqualmie receives distributions from the criminal justice sales and use tax authorized by RCW 82.14.340 and receives distributions from the public safety sales and

use tax authorized by RCW 82.14.450 and approved by the qualified electors of Snoqualmie as certified by the King County Department of Elections on August 22, 2024.

WHEREAS, the qualified electors of Snoqualmie have not repealed by referendum the criminal justice sales and use tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose the public safety sales and use tax authorized by RCW 82.14.450 in the previous 12 months;

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

SECTION 1. Findings.

- A. The Snoqualmie City Council finds that the Snoqualmie Police Department, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025, having:
1. Issued and implemented policies consistent with RCW 43.17.425 and 10.93.160, and the Washington State Office of the Attorney General's (AGO) Keep Washington Working Act guide, model policies, and training recommendations for state and local law enforcement agencies.
 2. Participated in Criminal Justice Training Commission (CJTC) trainings as required by RCW 43.101.455 and 36.28A.445.
 3. Issued and implemented policies and practices regarding use of force and de-escalation tactics consistent with RCW 10.120.030 and the AGO's model policies, and all other CJTC and AGO model policies regarding use of force for law enforcement, including, but not limited to, duty to intervene and training and use of canine teams.
 4. Implemented use of force data collection and reporting consistent with chapters 10.118 and 10.120 RCW when the program is operational, as confirmed by a notice from AGO to all police chiefs and sheriffs.

5. Issued and implemented policies and practices consistent with chapters 7.105 and 9.41 RCW and the CJTC model policies and training addressing firearm relinquishment pursuant to court orders.
 6. A 25 percent office completion rate with the CJTC's 40-hour crisis intervention team training.
 7. A 100 percent officer compliance rate for those officers required to complete trauma-informed, gender-based violence interviewing, investigation, response, and case review training developed or approved by the CJTC pursuant to RCW 43.101.272 and 43.101.276, and if requested by the CJTC, participated in agency case reviews.
 8. Received funding from a sales and use tax authorized pursuant to RCW 82.140.340 or RCW 82.14.450.
 9. A Police Chief who is certified by the CJTC, and who has not been convicted of a felony anywhere in the United States or under foreign law or been convicted of a gross misdemeanor involving moral turpitude, dishonesty, fraud, or corruption.
 10. Issued and implemented policies and practices that prohibit volunteers who assist with agency work from enforcing criminal laws, other than for assistance with special event traffic and parking, including engaging in pursuits, detention, arrests, the use of force, or the use of deadly force; carrying or the use of firearms or other weapons; or the use of dogs to track people or animals other than for purposes of search and rescue; and that set forth the required supervision of volunteers, including that they must be clearly identifiable by the public as distinguishable from peace officers and any identifying insignia must be officially issued by the and only used when on duty.
- B. The City of Snoqualmie has provided the CJTC with a detailed staffing plan specifying the following:
1. The total number of commissioned officers currently employed by the agency.

2. The total number of specially commissioned officers currently employed by the agency.
 3. The total number of co-response teams established within the agency and what staffing are included in each co-response team.
 4. The total number of administrative staff currently employed by the agency.
 5. The number of officers on flexible work schedules.
 6. The average 911 response rate of the agency over the 12-month period immediately preceding the month in which the City of Snoqualmie is submitting documentation to the CJTC.
 7. The average case closure rate of the City of Snoqualmie over the 12-month period immediately preceding the month in which the county is submitting documentation to the CJTC.
- C. The Snoqualmie City Council directs the Snoqualmie Police Department to submit required documentation to the CJTC demonstrating that the City of Snoqualmie meets the requirements of Section 101, Chapter 350, Laws of Washington 2025.

SECTION 2. Tax Imposed.

- A. **Tax Imposed.** To provide funding for criminal justice purposes as authorized by Section 201, Chapter 350, Laws of Washington 2025, an additional one-tenth of one percent (0.1%) sales and use tax is hereby levied, fixed, and imposed on all taxable events within the City of Snoqualmie as defined in chapters 82.08, 82.12 or 82.14 RCW.
- B. **Applicability of the Tax.** The tax shall be imposed upon and collected from those persons from who sales tax or use tax is collected in accordance with chapter 82.08 or 82.12 RCW and shall be collected at the rate of one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.
- C. **Additional Tax.** The additional sales and use tax shall be in addition to all other existing sales and use taxes currently imposed by the City of Snoqualmie.

SECTION 3. Notice to Department of Revenue. The City Clerk is hereby directed to transmit this Resolution to the Washington State Department of Revenue (DOR) and to direct DOR to take all steps necessary to implement and collect the tax imposed by this resolution.

SECTION 4. Effective Date. This resolution shall take effect immediately after its passage.

SECTION 5. Severability. If any portion of this resolution is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other section of this resolution.

SECTION 6. Corrections by the City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this resolution, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations, or resolution numbering and section/subsection numbering.

PASSED by the City Council of the City of Snoqualmie, Washington this 8th day of September 2025.

Katherine Ross, Mayor

Attest:

Approved as to form:

Deana Dean, City Clerk

Dena Burke, City Attorney

Council Agenda Bill

AB Number

AB25-070

Agenda Bill Information

Title *

King County Regional Opioid Abatement Council Agreement Amendment

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

Department *

Legal

Staff Member

Dena Burke

Committee Date

09/03/2025

Committee

Finance and Administration

Exhibits

Packet Attachments - if any

AB25-070 Budgetary Status.docx

13.83KB

Summary

Introduction *

Brief summary.

The city entered into an ILA with King County regarding distribution of opioid settlement funds. The city received a request from the King County Regional Opioid Abatement Council requesting written confirmation to an amendment to the allocation of administrative costs as set forth below.

Proposed Motion

Move to 1) Require a written explanation for the change from King County OAC for the Council to consider before determining whether to approve or 2) Oppose the change as written.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

Each of the participating agencies are contributing 10% of their allocation of opioid settlement funds to cover OAC administrative costs. While the OAC originally anticipated being able to credit back unused portions of the parties' contributions on a yearly basis, the disbursements of opioid settlement funds are not being spread evenly over the settlement period.

Unexpectedly, there were large disbursements in 2023 and 2024. As a result, the parties' contributions to OAC administrative costs in the earlier years will exceed annual costs and in the later years, will be less than needed to cover

annual OAC administrative costs. With current planned staffing levels necessary to administer OAC through 2039, if the OAC were to annually credit back the unused contributions, the OAC Administrator will incur funding deficits starting in 2028, and significant deficits by 2033.

To address this situation, the OAC is proposing to carry the parties' excess contributions from the early years into the later years to cover the OAC administrative costs over the entire settlement period (through 2039). Instead of crediting cities back unspent funds yearly, the OAC Administrator would hold back credits to cover the deficits as needed, potentially until the end of the settlement period. The OAC Administrator would provide an administrative budget forecast update yearly at the annual open OAC meeting. At the end of the settlement period, the OAC Administrator would credit back all unspent contributions. Holding back the current year's credits and amortizing fees moving forward will reduce the deficit and likely allow for a total of approximately \$1 million to be returned to Parties at the end of the settlement period (2039). Without amortization of balloon payments, the OAC Administrator may be unable to facilitate the OAC.

In order to effectuate this change, **the OAC proposes the following change to the King County Regional OAC agreement:**

Section 6.F: If the amount contributed by a Party to the OAC Administrative Costs fund under Section 6.B in a year exceeds that Party's proportionate share of the OAC Administrative Costs for that year, King County Treasury shall retain some or all of the excess amount in the OAC Administrative Costs fund for payment of OAC Administrative Costs in later years and reduce that Party's required contribution for the following year by that same amount. Any excess contributions remaining in the fund after termination and payment of all OAC Administrative Costs will be returned to the contributing Party for use as authorized by the MOU.

To allow for future modifications of the OAC Agreement similar to the change requested above, **the OAC is proposing to replace Section 9 with the following:**

This Agreement may be amended as follows:

- (1) The OAC shall provide all Parties with written notice of the proposed amendment.*
- (2) Any Party objecting to the amendment shall have ninety (90) days to provide the OAC with a written objection.*
- (3) If one or more Party(ies) objects, the proposed amendment is rejected.*
- (4) If no Party objects to the proposed amendment within 90 days of the notice described in (1) above, the OAC shall schedule a vote on the proposed amendment.*
- (5) If unanimously approved by all four members of the OAC, the amendment is adopted and effective immediately.*
- (6) If an amendment is adopted, the OAC shall provide the Parties with written notice of the amendment and the effective date.*

Notwithstanding the above, the OAC may by unanimous vote of all four OAC members and without prior notice to the Parties, amend the definitions of Opioid Litigation and National Settlement Agreements in order to make this Agreement applicable to future opioid litigation settlements.

Analysis*

The city will be seeking community volunteers for the newly formed Opioid Funding Advisory Committee. Once established, that committee will ensure Snoqualmie opioid settlement funds are dispersed for approved uses in accordance with the agreements.

Budgetary Status**Item 11.*

This action has no budgetary implications.

Budget Summary

Budgetary Status¹

Signing this agreement may result in less Opioid Settlement funds being receipted by the City, particularly in the early years of the agreement. However, it will also result in the Opioid funds covering King County's full cost of administering the settlement, as King County states was the intent regarding the Opioid Abatement Council. In the longer term, the amount withheld might be received toward the end of the settlement period in 2039, depending on the true cost of administering the settlement.

The City has not included appropriation to expend these funds within the 2025-2026 Biennial Budget. Therefore, the delay of the revenues will not influence the current budget.

¹The Budget Summary section within our agenda bill software does not currently have an option that describes the effect of Agenda Bill 25-070. Staff is working to adjust this functionality.



Department Reports August 2025



Communications Division

Danna McCall, Communications Coordinator
Nicole Wiebe, Community Liaison
 38624 SE River Street
 Snoqualmie, Washington 98065
 (425) 888.8014 | www.snoqualmiewa.gov

Social Media

- Facebook: 88.5K reach; 281K views; 10,151 followers (89 new)
- X – 3697 followers
- Instagram – 3.8K reach; 30K views; 3952 followers (43 new).
- Top Posts: SR 18 weekend closure (41.5K views); Boeing Classic Flyover video (36.3K views); Update on eastbound I-90 exit traffic issues (24.3K views).

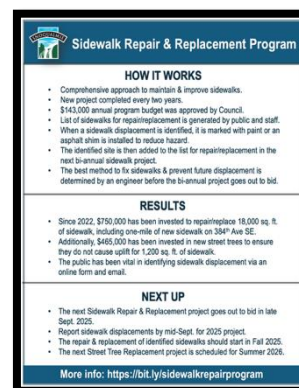


Website

- Website users: 18K; website sessions: 25.3K; views: 39K.
- Top pages: Twin Peaks, Snoqualmie Falls, Facilities (parks, trails, etc.).
- Splashpad, Jobs, and Calendar also top 10 page destinations for website users.

Department Support & Initiatives

- Mayor: Boeing Classic, Snoqualmie Days Parade, Snoqualmie Valley Health Hub ribbon cutting, Ross Report.
- Fire/OEM: Pancake Breakfast; Opioid/Fentanyl Overdose Class; Library Storytime; Fire blotters.
- Police: National Night Out; police blotters.
- PPW: Sidewalk Repair & Replacement Program flier, info.
- City Academy: Schedule set, news release, registrations opened.
- Snoqualmie Days and International Block Party marketing.
- Community Survey: Presentation to Council; results to public.



E-News

- Sent 3044 e-news emails.
- 763 subscribers.
- 61.4% open rate; 11.6% click thru rate.



Community Outreach

August is the Sunday of summer, and 31 days of summer fun!

- National Night Out – The Communications team supported the Police Department in this annual event, building community.
- Frozen Fun Fest - The City of Snoqualmie, SnoValley Chamber of Commerce, and SnoKing, partnered to create a free community skating event.
- 20th Boeing Classic – The City of Snoqualmie supported this annual week-long event. The Communications, Community Development, Fire, Police, and Public Works staff contributed to the execution of the event.
- Snoqualmie Days – The Historic Downtown Merchants Association in its inaugural year, coordinated the annual summer event, with in-kind support from the City of Snoqualmie, Communications Team, Community Development, Fire, Parks and Public Works, Police, and the Snoqualmie Arts Commission. The Northwest Railway Museum coordinated the morning parade.





Finance Department

Drew Bouta, Finance Director

38624 SE River St. | PO Box 987

Snoqualmie, Washington 98065

(425) 888-1555 | dbouta@snoqualmiewa.gov

August 2025

Enterprise Resource Planning System (ERP) Project – Tyler EERP

Phase 1A – Financials (i.e., Project Accounting, Contract Management)

During the month of August, the Department has spent considerable time working with the implementation consultant (IC) to complete several key analysis workbooks and finalize decisions regarding settings and the establishment of codes (i.e., project strings). Configuration is proceeding, with process refinement expected to happen in late September, solution validation taking place in October, and go-live expected in early November.

Fiscal Year (FY) 2022, 2023, & 2024 Audit

The State Auditor's Office (SAO) is responsible for auditing Washington's local governments to ensure that entities like the City of Snoqualmie:

- Comply with applicable state laws, regulations, and internal policies and procedures.
- Maintain proper controls to protect public resources from misappropriation and misuse.
- Presents financial statements that reliably and accurately reflect the government's operations, cash flows, and financial condition.

The SAO is currently auditing the City of Snoqualmie for the 2022 and 2023 fiscal years. At the City's "Entrance Conference" on August 4, 2025, the SAO presented an audit overview and scope to those Council members in attendance. The audit is expected to be completed sometime in September or October 2025 and will address the City's financial statements and accountability over funds, as well as a compliance examination over federal funds spent during the 2022 and 2023 fiscal years. Additionally, the SAO has received several hotline submissions that will require review and could impact the audit timeline. Once the 2022-23 audit engagement is complete, the SAO intends to begin auditing the City for the 2024 fiscal year. The City is committed to completing three years of audits in one year and the Accounting Division has been hard at work coordinating conversations, submitting requested documents, and addressing any questions the SAO may have.

FY 2024 Financial Statements

The Finance Department submitted its 2024 Financial Statements to the State Auditor's Office in July. This was an important accomplishment and milestone for the Department which required the implementation of a new GASB pronouncement, the conversion of a number of financial transactions from our legacy system into the new Tyler EERP system, and a new team to

steward the production of the statements to completion. 2024 represents the first year that the Tyler EERP system served as the City's financial system of record.

For FY 2024, the Finance Department processed approximately 14,119 financial transactions (not including utility billing payments processed).

Financial Transaction Count 2024		
Count	Transaction Type	% of Total
745	Total Number of Legacy System (Springbrook) Entries	5.28%
535	Number of New System (Tyler EERP) Entries (GEN)	3.79%
745	Springbrook to Tyler EERP Entries Imported (GNI)	5.28%
2,025	Total Journal Entries	14.34%
5,528	Total Invoices Processed	39.15%
2,596	Total Accounts Payable Checks	18.39%
2,541	Total Payroll Checks	18.00%
160	Total Payroll Vendor Checks	1.13%
327	Total Payroll Vendor Disbursements	2.32%
131	Total Utility Billing Refund Checks	0.93%
672	Total Cash Receipt & B&O Payments	4.76%
139	Accounts Receivable Invoices Issued	0.98%
14,119	TOTAL OPERATIONAL FINANCE TRANSACTIONS	100.00%

Comprehensive Fee Study

Matrix Consulting is working to finalize the "cost per unit" for a number of fee-supported services. Draft results have been shared with departments, and proposed changes have been recommended. Once completed, cost per units will be converted into potential fee amounts and compared with how much other cities charge for the same services provided. Matrix will then generate a report and presentation to share their findings with Council. Council is ultimately responsible for determining how much each service should be recovered by fees, and Matrix will adjust the fee amounts to reflect that decision.



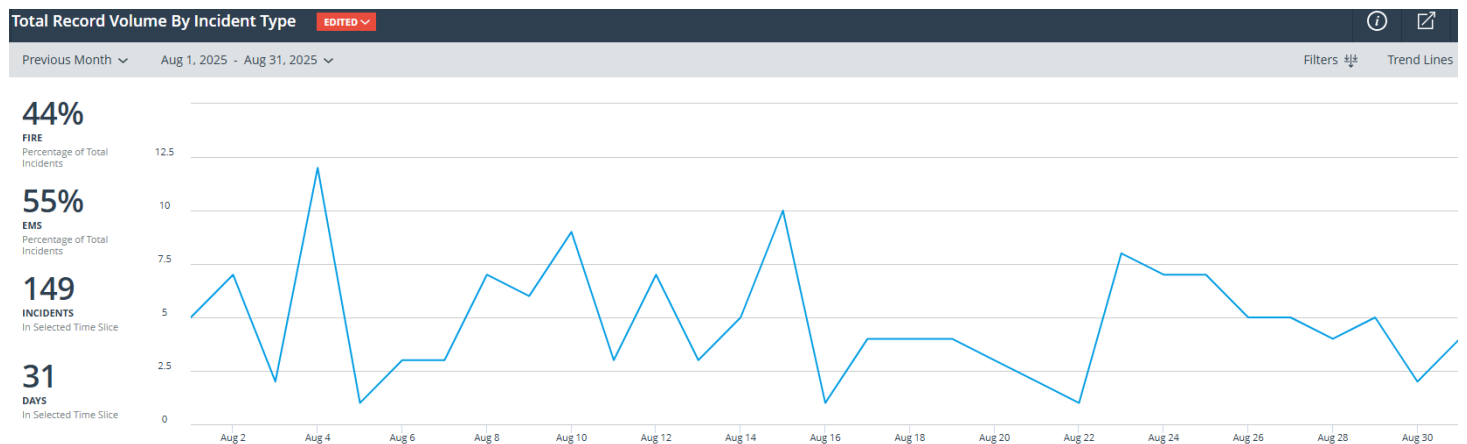
Mike Bailey, Fire Chief
City of Snoqualmie
37600 SE Snoqualmie Parkway
Snoqualmie, Washington 98065
(425) 888-1551 | www.snoqualmiewa.gov

Fire Department Activity August, 2025

Incident Count August 2025

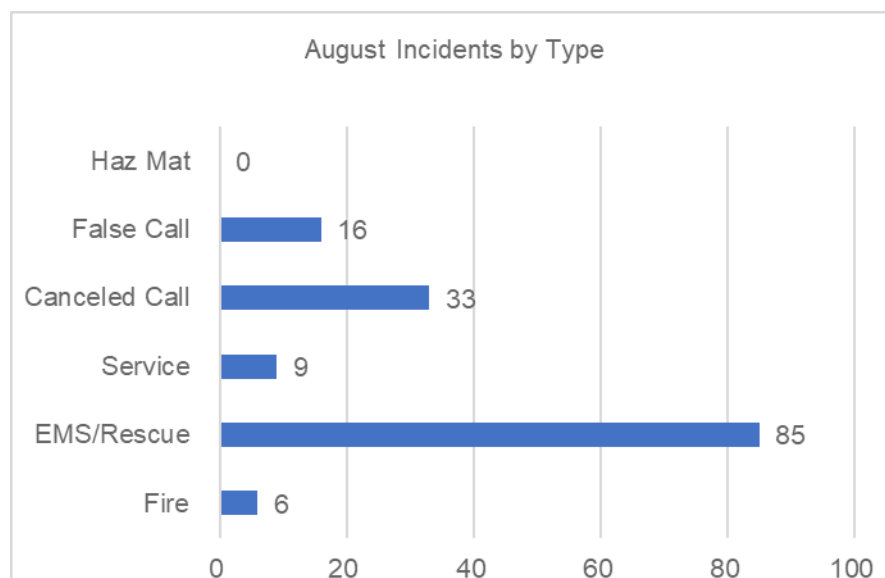
The Fire Department responded to 149 incidents in August. 55% of the incidents were for emergency medical services and 44% were fire or service-related incidents.

The following chart displays the incident count per day.



Incident Count by Type:

The following is a count breakdown of incidents by type.



Travel Time

For incidents within the city, the 90th percentile travel time for the first arriving unit responding in emergency mode was 7:29 seconds and is broken down as follows.

Type	0:00 - 3:59	4:00 - 7:59	8:00 - 11:59	12:00 - 15:59	16:00 - 29:59	30:00 +
Aid Car	13	20	3	0	0	0
Engine	8	13	2	0	0	0
Chief Officer	2	0	0	0	0	0
Total	23	33	5	0	0	0

For incidents outside the city, the 90th percentile travel time for the first arriving unit responding in emergency mode was 16:26 and is broken down as follows.

Type	0:00 - 3:59	4:00 - 7:59	8:00 - 11:59	12:00 - 15:59	16:00 - 29:59	30:00 +
Aid Car	0	7	9	3	2	1
Engine	1	5	13	7	2	3
Chief Officer	0	0	0	0	0	0
Total	1	12	22	10	4	4

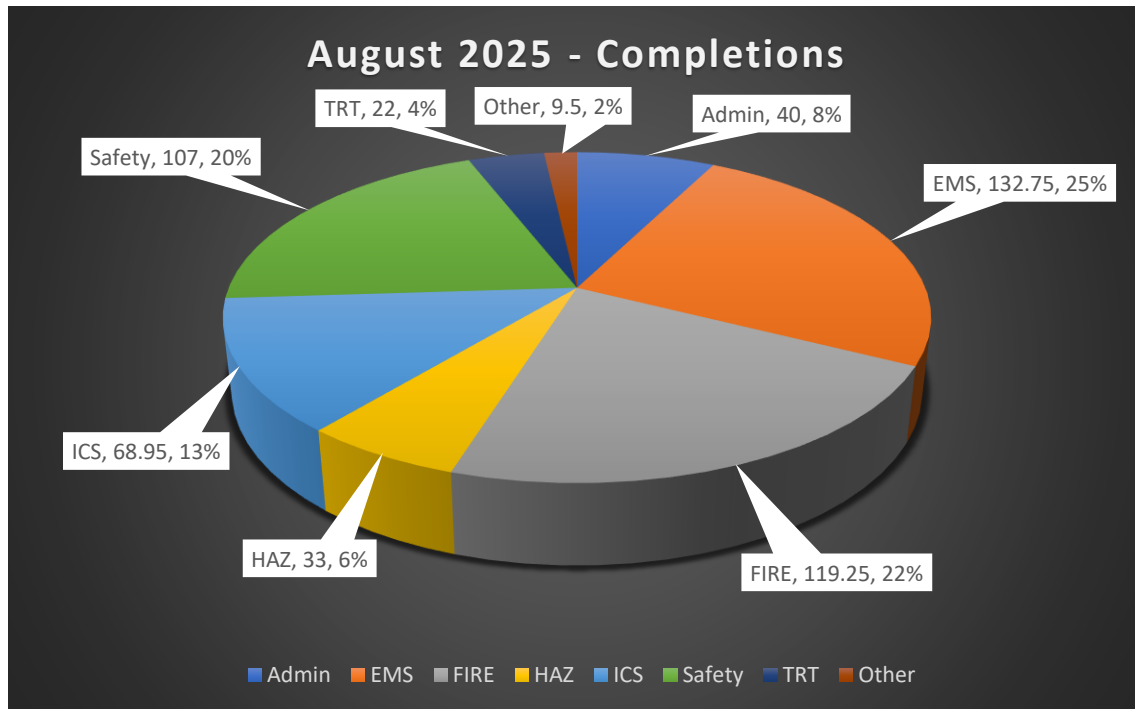
EMS Transports

The Fire Department responded to 85 EMS incidents in August and transported 33 patients to local hospitals. Patients were transported to Swedish Issaquah 42% of the time and Snoqualmie Valley Hospital 54% of the time. Of the transports, 6 originated from outside Snoqualmie's service area (North Bend 4, Fall City 2).

Hospital	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Overlake Hospital	1	0	0	0	0	1
Snoqualmie Valley Hospital	1	5	3	5	4	18
Swedish/Issaquah	0	3	4	4	3	14
Other	0	0	0	0	0	0
Total	2	8	7	9	7	33

Training:

August sees an increase in the use of vacation time and other weather-dependent projects. While this can make scheduling difficult, crews still seized the chance to get out and train, accomplishing many objectives. In August, this included Cardiac Emergencies, traumatic injury, search and rescue, incident command, and more. Throughout August, we achieved a 43% increase in training hours compared to last year, marking a record pace for our department. We also graduated one more volunteer from her rookie book/onboarding training, with one more still in progress. During August, crews trained for over 532 hours, focusing on emergency medical services (25%), fire suppression and rescue (22%), and safety training (20%). The month also maintained a focus on wildland firefighting operations with hose deployment training. The following chart compares training hours by type.



(Admin=Administrative; Haz=Hazmat; ICS=incident command systems; TRT=Technical Rescue Training)

Training – Highlights/Major Topics:

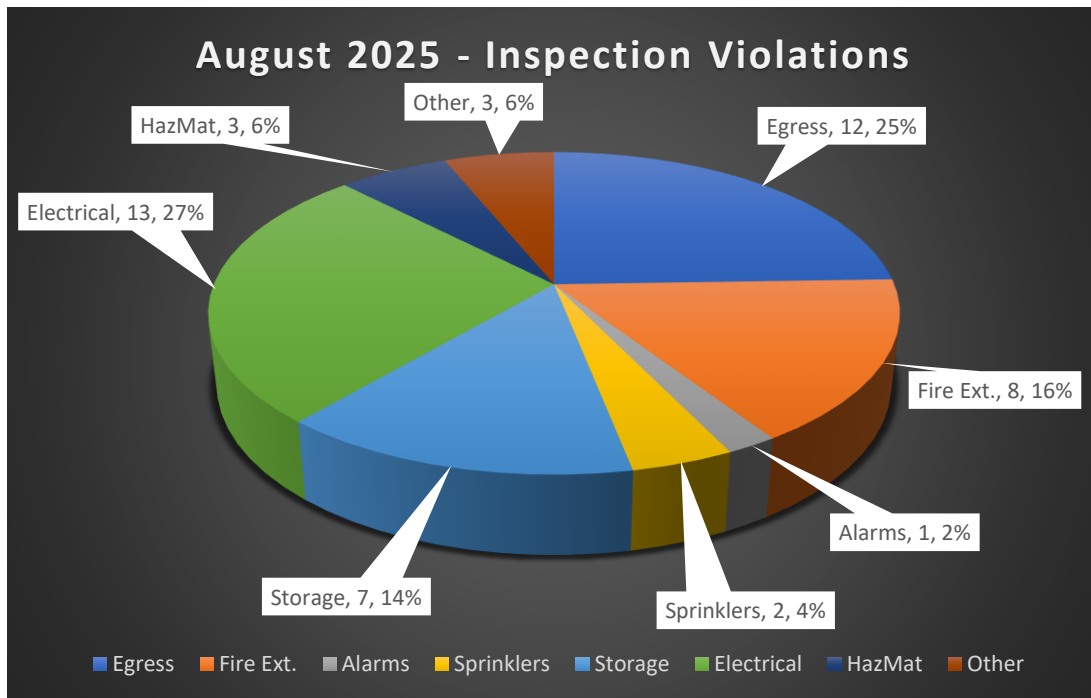
- Driver Safety
- Incident Command System – Big Box Retail and Multi-Family Fires
- Wildland Firefighting
- Firefighter – Hose evolutions
- Firefighter – Ladder Evolutions
- Firefighter – Search and Rescue
- Safety – State-mandated safety training, firefighter line-of-duty death reviews
- JJ Keller HR Training
- Cardiopulmonary Resuscitation
- Epinephrine/anaphylaxis
- NARCAN/Opiate overdose
- Cardiac Emergencies
- Ropes and Knots
- Natural Gas and Power Emergencies
- Hemorrhagic Bleeding Control

Community Risk Reduction

Item 14.

Inspections

In August, crews completed 19 occupancy inspections with 49 violations needing correction. Most common violations noted during this timeframe were related to improper use of extension cords and failed emergency lighting. These inspections consisted of business office locations, storefronts, manufacturing, and schools. Many of these inspections resulted in occupancies in performing annual maintenance as prescribed by the code. The following chart is a breakdown of violations for August 2025:



Public Education

In August, public education and outreach reported the following activities:

- Snoqualmie Days Safety Booth
- Snoqualmie Firefighters Association Pancake Breakfast
- CPR/AED Class – Snoqualmie School Nurses – 15 attendees, 3 Hours
- Story time with the Chief – 75 attendees, 1.5 hours

Volunteer Activity

During August, the following activity was recorded for the volunteer group:

- 26 Duty Shifts
- 52 Emergency Responses
- 403 Total hours spent volunteering

Of the four new volunteers who started in June of this year, two have completed their rookie book and are qualified to respond to calls. One new volunteer is almost done and will be ready to respond in September. The fourth new volunteer resigned in August due to a new job that didn't allow time for volunteering.

- 11 EMS Responders
- 1 In Training
- 2 Special Service (non-responding)



IT Department

City of Snoqualmie
38624 SE River St. | P.O. Box 987
Snoqualmie, Washington 98065
(425) 888-8010 | www.snoqualmewa.gov

August 2025

Dear City Council,

The IT Department continues to be busy this month with preparing for future project and getting well deserve breaks in! We are continuing to be responsive to requests for support and the cases are being resolved in a timely manner. The team is hitting their stride!

Here are some updates for the month of August:

- The network infrastructure modernization design changes are complete at City Hall and will move to other locations soon.
- The Parks and Public Works Departments are actively engaged with us in migration to the new Cloud VOIP phone system. We did have to move the upgrade date for them due to issues with the phone number transfers. This adds a couple of weeks to the project.
- We have reviewed proposals for new server replacements generously approve by City Council. You should see a couple of Agenda Bills in October-November. We estimate completing this project by the end of the year.
- An all-staff online cybersecurity training will be sent out to staff in late September.
- Due to increased licensing costs for our server infrastructure software, we have decided to migrate away from it. This change will provide savings to our residents and still give the city the resources it needs to run our systems. Let me know if you have any questions about this change.

We will have more details on upcoming and ongoing projects in future updates:

- Simplifying our service desk to better serve our users.
- Restructuring and updating our server infrastructure.
- Operating System Upgrades
- Building new processes for Asset Management that is proactive.
- Cybersecurity updates.

Thank you for your continued support of the IT Department!



PARKS & PUBLIC WORKS DEPT.

Jeff Hamlin, Director

38194 SE Millpond Road

Snoqualmie, WA 98065

425.831.4919 | jhamlin@snoqualmiewa.gov

Monthly Report – August 2025

Public Works General/CIP Projects:

Summer Operations: Staff put extra effort into preparation for Snoqualmie days, cleaning the downtown corridor. Summer is now winding down with the last major event of the season: the International Block Party on Saturday September 6th.

Tyler Munis Implementation: Public Works has completed initial implementation of the asset management system and continuing to make improvements on its application to the individual divisions. Parks and Public Works has processed approximately 1,512 separate work orders in the last month and over 16,000 work orders since implementation in October of last year.

The Public Works team has been working with Finance to implement and develop the two new Tyler Munis systems. The Contracting and Project Management modules are in development but expected to go live this Winter.

Utility Rate Study: PPW staff continue work on the General Facility Charges (GFCs) rates, which are anticipated to be completed this Fall. In addition, staff will be bringing a series of edits related to the Class A water billing structure.

Road Maintenance and Repair: Streets division is currently working on pavement maintenance with pothole filling and repairing/replacing signage with a focus on Meadowbrook/Schusman & Park St school zones. Engineering is currently working on paving, utility infrastructure, and road maintenance projects for next summer. As part of this, a Pavement Condition Index (PCI) survey was completed in June using the Integrated Road Information System (IRISpro Pave). Results were received last week and include updated network PCI ratings along with recommended overlay and repair sections. Engineering is reviewing the data to help prioritize upcoming pavement maintenance and rehabilitation projects.

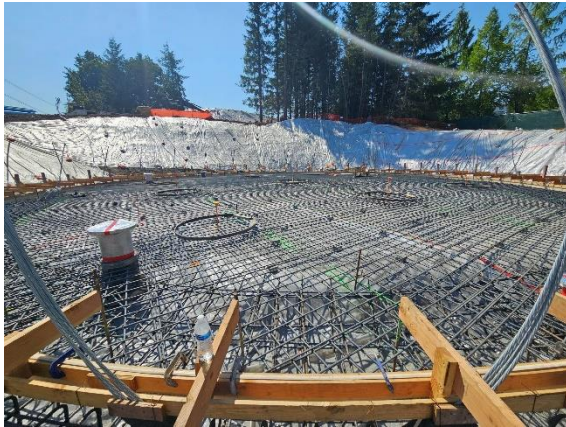
Splashpad: The new shade structures have been completed and PPW has reduced the amount of water that spills off the pad, which in turn has reduced the amount of mud and debris making it on to the pad. The Splashpad will stay open until temperatures drop, likely closing in the month of September.

Water Reclamation Facility Phase 3: Construction activity at the treatment plant is completed. Operational adjustments are ongoing, but the plant is functioning well. Construction improvements at the Kimball Creek Lift Station are nearly complete including full replacement of electrical gear and pump upgrades. Commissioning the new improvements and project completion is expected in October 2025.

River Trail: Permitting is complete. The project was bid in July and staff have selected the lowest responsible bidder for contracting. Pending Council approval, construction will begin in September and carry on through the Winter and Spring

Sandy Cove Bank Stabilization: Permits from the Corp of Engineers are in the process of being finalized. Staff have decided that it is too late and too risky to try to complete the project in 2025. The proposed construction window is anticipated Summer of 2026 with bid advertisements going out in in early 2026.

Reclaimed Irrigation Reservoir: The contractor has extended the reclaimed transmission main to the site, and begun mass excavation, grading, and concrete reservoir foundation construction at the site. Project completion is anticipated on or before June 30, 2026.



Staffing: PPW is interviewing candidates for the Administrative Specialist position in early September. In addition, the City filled the Parks & Streets Superintendent vacancy, and will now recruit for a Parks Technician III.

Wastewater Division

- Treated 30 million gallons of sewer in August
- Recovered and recycled 24 million gallons for irrigation
- Completed first full month of flow and load monitoring at the Casino
- 0 permit violations
- Continued CDL training for Jake and Tom
- Steven Robles (Tech I) onboarded, and in training as an operator
- Kimball Creek Pump Station improvements progressing
- Replaced In Plant Pump Station flow meter
- Main line pipe cleaning continues for first 12,000 of 54,000 feet of pipe on Snoqualmie Ridge.

Water Division

- Department Of Health reporting and sampling completed for August
- PFAS sampling conducted at North Well Treatment Plant and Canyon Springs
- Hydrant exercising ongoing
- Meter repairs ongoing
- Continued identifying zero read meters and replacing them
- Continued irrigation repair and maintenance
- Continued cross-connection test recording and customer correspondence
- Replaced hydrant that was damaged at Point Park roundabout
- Performed a service line repair in Johnson Heights
- Continued Backflow testing

Parks & Streets Division:**Parks Maintenance**

- Maintained summer mow schedule, and cleaning of 11 public restrooms.
- Completed downtown cleanup for Snoqualmie Days, including washing trashcans, tables & chairs
- Completed vegetation maintenance along Snoqualmie Parkway main trail
- Seeding & Fertilizing completed at Carmichael, Community, Centennial, Swenson, Azalea, & Jeanne Hansen ballfields

**Splashpad Operations:**

- Performed & recorded daily checks on the Splash Pad, and kept the system in calibration
- Scott MacVicar obtained Pool Operator certification.



Streets Maintenance

- Graded/added gravel to downtown alley ways
- 2 days of pothole repair in downtown Snoqualmie
- Replaced school zone batteries
- Programmed school zone signs (Vaughan and Swenson)
- Completed Snoqualmie Logo installation on wayfinder signs
- Completed Snoqualmie Days set up and road closures
- Completed Street sweeping downtown, Snoqualmie Parkway, and Jacobia neighborhoods

Fleet & Facilities Division:

Fleet

- Conducted 5 semi-annual generator set service and load bank tests
- Continued to order and receive budgeted approved ER&R equipment
- 79 work orders completed
- 36 Preventative Maintenance work orders completed
- 42,828 miles driven
- 2 scheduled/repaired body damaged pd cars

Facilities

- Installed a/c condense pump at Pd server room
- Ran camera cable run at city hall
- Bay lighting: replaced 24 lamps fire station
- Installed cabling for wi-fi in fire bays
- Added new portable a/c unit to conference room
- Completed old plan disposal at old library
- HVAC belt replacement at public works

Stormwater & Urban Forestry Division

Forest Management:

- Sheet mulched (with cardboard and “arborist chips”) Final 2,300 Square feet of grass in preparation for 2025 Green Snoqualmie Day Planting Event along Park Street across from the High School next to the Snoqualmie River.

Green Snoqualmie Partnership:

- Scheduled 2 volunteer events for September with Zetec, a local business who provides annual volunteer work.
- Scheduled Green Snoqualmie Day for Saturday, October 4th and completed planting plan for the event.

Stormwater:

- Contracted out the cleaning of 165 Catch Basins in August.
- Utilized ArcGIS Online and increased efficiency of contracted cleanings of the catch basins.
- Continued required pond maintenance:
 - 6 Ponds and 1 Swale maintained for vegetation clearance:
 - Repaired fencing at 2 Ponds with DOC (see DOC report below).
- 1 Illicit discharge reported on Kinsey St by a resident to the Department of Ecology
 - Mobile car washing business was washing a vehicle on the street during the evening hours.
 - Minimal impact to the MS4, no soaps detected in the 5 downstream catch basins and nothing in Kinsey Pond.
 - Spoke with Business owner and let them know that ONLY WATER can enter the catch basin and stormwater system.
 - Followed up with DOE and they agreed no further action required.

Department of Corrections: 9 Workdays

- USFS Lot at Snoqualmie Point Park cleared vegetation in parking lot and along trail leading to the trail head.
- Vegetation Clearance on 7 ponds for required maintenance.
- Fence repair at 2 ponds (Carmichael 1 and Hancock)

Street Trees

- Clearance pruning of signs in All School Zones throughout the City.
- Each week: watered 200 individual street and park trees (4 weeks)
- Pruned Wilde Ave SE: 39 street trees.

Resident and In-House Requests:

- 16 new requests for August
- 15 completed requests for August
- 19 active requests currently still In Progress or On Hold.

Trail Maintenance:

- Snoqualmie Parkway Trail - completed 450 foot long French Drain to eliminate water from crossing over the parkway trail.

Hazard Tree Removal/Tree Risk Assessment:

- Continued Proactive Tree Risk Assessment Program for 2025.
- Completed 2 sections on 2025 assessment map.



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August 2025

Calls for Service

	July 2025	August 2025	August 2024
Snoqualmie	532	522	512
North Bend	470	444	494

Average Response Times (in minutes & seconds)

August	Priority 1	Priority 2	Priority 3
Snoqualmie	4:13	1:59	4:09
North Bend	6:52	5:19	6:08
July			
Snoqualmie	3:26	3:19	3:18
North Bend	2:52	3:38	4:29

Priority 1: Weapons Offense / DV Physical / Aslt/Burg In-Prog

Priority 2: Calls that involve a serious crime or incident with potential for violence or escalation but not necessarily an immediate threat to life.

Priority 3: High priority but not an immediate threat.

Thefts	July 2025	August 2025	August 2024
Snoqualmie	9	11	8
North Bend	14	9	12
Vehicle Prowls	July 2025	August 2025	August 2024
Snoqualmie	1	2	0
North Bend	4	1	1
Vehicle Thefts	July 2025	August 2025	August 2024
Snoqualmie	4	0	3
North Bend	0	1	1

Arrests

	2025		2024	
	Aug	YTD	Aug	YTD
Snoqualmie	12	109	15	130
North Bend	13	128	17	141

Crisis Intervention Contacts

	2025		2024	
	Aug	YTD	Aug	YTD
Snoqualmie	1	18	7	304
North Bend	1	11	1	7

Public Records Requests

August 2025	45
2025 YTD	399

Staffing

Command Staff – Vacancies: 1 (Chief).
Patrol – One officer and one officer recruit left the department August 15 and 31 respectively. SRO recruit continues in FTO. Vacancies: 7 (6 Officers & 1 Sergeant).
Support/Administrative Staff – Vacancies: 2 (Police Support Officer & Mental Health Professional).
North Bend – Snoqualmie met the contractual required shift coverage of the May, 2025 Interim Agreement between Snoqualmie and North Bend.

Upcoming Community Events

Sept 4 – Farmers Market @ Si View Park (NB)
Sept 6 & 11 – Snoqualmie International Block Party @ Center Blvd (Sno)
Sept 13 – Sip Suds and Si (NB)
Sept 14 – Tunnel Light Marathon (NB)



Snoqualmie Police Department

Item 14.

Gary Horejsi, Interim Chief of Police

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May 2025

Calls for Service

	Apr 2025	May 2025	May 2024
Snoqualmie	550	583	568
North Bend	542	568	369

Average Response Times (in minutes & seconds)

May	Priority 1	Priority 2	Priority 3
Snoqualmie	0:40	1:47	2:44
North Bend	3:16	3:40	3:45
April			
Snoqualmie	3:16	2:20	3:30
North Bend	1:03	3:07	3:46

Priority 1: Weapons Offense / DV Physical / Aslt/Burg In-Prog

Priority 2: Calls that involve a serious crime or incident with potential for violence or escalation but not necessarily an immediate threat to life.

Priority 3: High priority but not an immediate threat.

Thefts	Apr 2025	May 2025	May 2024
Snoqualmie	10	9	8
North Bend	13	17	19
Vehicle Prowls	Apr 2025	May 2025	May 2024
Snoqualmie	5	12	4
North Bend	2	3	4
Vehicle Thefts	Apr 2025	May 2025	May 2024
Snoqualmie	2	1	0
North Bend	0	2	3

Arrests

	2025		2024	
	May	YTD	May	YTD
Snoqualmie	19	70	17	82
North Bend	16	72	19	94

North Bend Shifts Covered

May 2025	116.5
2025 YTD	591.5

Crisis Intervention Contacts

	2025		2024	
	May	YTD	May	YTD
Snoqualmie	0	13	62	270
North Bend	2	8	2	3

Public Records Requests

May 2025	55
2025 YTD	265

Items of Importance

Command Staff – Vacancies: 1 (Chief).

Patrol – Two officer recruits graduated from Academy and began FTO. One additional officer recruit and SRO recruit continue in FTO. Two officers left the department. Vacancies: 2.

Administrative Staff – Vacancies: 1 (MHP).

Community Events

June 4 – Rooster Graduation and Carnival
June 6 – Splashpad Grand Opening (Sno)
June 7 – Mt Si High School Senior Car Parade (Sno)
June 8 – Light at the End of the Tunnel Marathon (NB)
June 14-15 – Mountain Bike Festival (Sno)

June 21 – Art Off the Rails Festival (NB)
June 22 – Down to Party (Sno)
June 26 – Big Truck Day (Sno)
June 26 – VBS Family Night (Sno)



Snoqualmie Police Department

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June 2025

Calls for Service

	May 2025	June 2025	June 2024
Snoqualmie	583	593	582
North Bend	568	473	471

Average Response Times (in minutes & seconds)

June	Priority 1	Priority 2	Priority 3
Snoqualmie	1:14	3:32	3:20
North Bend	4:43	4:01	4:36
May			
Snoqualmie	0:40	1:47	2:44
North Bend	3:16	3:40	3:45

Priority 1: Weapons Offense / DV Physical / Aslt/Burg In-Prog

Priority 2: Calls that involve a serious crime or incident with potential for violence or escalation but not necessarily an immediate threat to life.

Priority 3: High priority but not an immediate threat.

Thefts	May 2025	June 2025	June 2024
Snoqualmie	9	5	6
North Bend	17	13	20
Vehicle Prowls	May 2025	June 2025	June 2024
Snoqualmie	12	10	5
North Bend	3	11	3
Vehicle Thefts	May 2025	June 2025	June 2024
Snoqualmie	1	2	1
North Bend	2	0	1

Arrests

	2025		2024	
	Jun	YTD	Jun	YTD
Snoqualmie	15	85	15	97
North Bend	22	94	14	108

North Bend Shifts Covered

June 2025	113.5
2025 YTD	705

Crisis Intervention Contacts

	2025		2024	
	Jun	YTD	Jun	YTD
Snoqualmie	3	16	27	297
North Bend	1	9	1	4

Public Records Requests

June 2025	33
2025 YTD	298

Staffing

Command Staff – Vacancies: 1 (Chief).

Patrol – SRO recruit and three officer recruits continue in FTO. Vacancies: 2.

Support/Administrative Staff – Vacancies: 2 (Police Support Officer & Mental Health Professional).

Upcoming Community Events

July 4 – Fourth of July Holiday
July 10 – Music in the Park @ Community Park (Sno)
July 12 – Haystack Music Festival (NB)
July 17 – Movie in the Park @ Jeanne Hansen Park (Sno)
July 19 – Downtown Block Party (NB)

July 20 – Opt Outside 5K/10K @ Meadowbrook Farm (NB)
July 24 – Music in the Park @ Community Park (Sno)
July 31 – Movie in the Park @ Jeanne Hansen Park (Sno)