City of Bothell

BOTHELL CITY COUNCIL

*****VIRTUAL MEETING*****

AGENDA

July 7, 2020

6:00 PM

BOTHELL CITY HALL

18415 101st AVE NE

BOTHELL, WA 98011

Public Notice: Pursuant to Governor Inslee's Stay Home, Stay Healthy Proclamation 20-25 extension to July 9, 2020, and in an effort to curtail the spread of the COVID-19 virus, this City Council meeting will be conducted remotely. We encourage members of the public to attend and participate in the meeting remotely, as described in more detail below.

In addition, with the expiration of Proclamation 20-28 on July 1, 2020, City Hall will be open for in-person attendance. This option for in-person attendance is being offered strictly for the purpose of fully complying with the Open Public Meetings Act requirement, as interpreted by the state Attorney General's Office, that a physical location be provided where interested persons can attend. The availability of this option is not authorization or encouragement to violate the Governor's emergency orders. All members of the public are responsible for complying with the Governor's orders. Those wishing to attend in person will be subject to social distancing and maximum occupancy mandates and will be required to wear a mask or face covering.

Please note, however, that if Proclamation 20-28 is extended, this meeting will be held entirely remotely and virtually with no physical location open to the public.

To attend the meeting:

- Watch the meeting LIVE online
- Watch the meeting live on BCTV Cable Access Channels 21/26 (must have Frontier/Comcast Cable)
- Listen to the meeting live by phone: +1-510-338-9438 USA Toll / Access code: 126-024-4515
- Council meetings are also recorded and available the next day on the City of Bothell YouTube Channel.

To provide written or verbal comments:

- Sign-up HERE to give your comment (submissions must be received by 3PM, day of meeting).

MEMBERS OF THE CITY COUNCIL

Mayor Liam Olsen

Deputy Mayor Jeanne Zornes
Councilmember Davina Duerr
Councilmember James McNeal
Councilmember Tom Agnew
Councilmember Rosemary McAuliffe
Councilmember Mason Thompson

REGULAR SESSION

Call to Order & Roll Call

1. **Meeting Agenda Approval**
   During this item, the City Council may identify agenda items to be continued, withdrawn, or added.

2. **Presentations, Reports, & Briefings**

   A. Public Engagement Opportunities

   B. Proclamations
      - None at this time.

   C. Special Presentations
      - None at this time.

   D. Staff Briefings
      - None at this time.

   E. City Manager Reports
      - None at this time.

   F. Council Committee Reports

3. **Visitor Comment**

   If you wish to comment (either in writing or verbally) please submit a form HERE prior to 3PM (day of meeting). Verbal comments will be allowed 3 minutes to speak via phone. All comments will be made part of the record.

4. **Consent Agenda**
   All items under this section will be passed with a single motion and vote. These items are of a routine nature. Prior to approval, City Council may request items be withdrawn from the consent agenda for separate discussion. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with the staff recommendation.

Pgs. 5-16 A. Approval of May 5, May 12 and May 19, 2020 Meeting Minutes
Recommended Action: Approve the May 2020 Meeting Minutes as presented.

Pgs. 17-18 B. AB # 20-084 - Approval of the May 2020 Payroll and Benefit Transactions
Recommended Action: Approve payroll and benefit transactions for May 1 – 31, 2020.

Pgs. 19-24 C. AB # 20-085 - Approval of the Construction Contract for the 2020 Slurry Seal Project
Recommended Action: Authorize the City Manager to enter into a construction contract with by Intermountain Slurry Seal for the 2020 Slurry Seal project in the amount of $212,212

Pgs. 25-60 D. AB # 20-086 – Approval of Warranty Deeds Required for Right of Way Acquisition for the North Creek Trail Section 4 Project
Recommended Action: Approve Warranty Deed agreements with Hoover, Leyva, and Mr. Kitty Enterprises, for the purchase of North Creek Trail Section 4 Project right of way in the total amount of $58,870.57.

5. Public Hearings

- None at this time.

6. Ordinances & Resolutions

- None at this time.

5 MINUTE BREAK

7. Contracts and Agreements

Pgs. 61-482

A. AB # 20-087 – Consideration of Phase 1B Amendment to Progressive Design-Build Agreement with BNBuilders and Miller Hull Partnership for the Bothell Fire Station 42 and 45 Replacement Project
Recommended Action: Authorize the City Manager to:

1) Amend the Progressive Design Build Agreement with BNBuilders/Miller Hall Partnership, per Exhibit F1 in the amount not to exceed $2,140,891.00 plus applicable Washington State Sales Tax (estimated to be $222,653.00)

and

2) Approve interpretation of Resolution 1241 Section 5 to meet the intent of LEED v3 Silver without obtaining LEED certification.

and

3) Approve Percent for the Arts in the amount of $70,000.

Pgs. 483-504

B. AB # 20-088 – Professional Services Agreement Supplemental Agreement No. 1757-3 with OAC Services, Inc. for Project/Construction Management Services for the Replacement of Fire Stations 42 and 45
Recommended Action: Authorize the City Manager to enter into Supplemental Agreement No. 1757-3 Phase 3 Services with OAC Services, Inc., in the amount not to exceed $1,132,878.00 for Fire Station project/construction management services July 2020 through September 2023.

5 MINUTE BREAK

Pgs. 505-518

C. AB #20-089 – Consideration of Interlocal Agreement with Northshore Parks and Recreation Service Area for City of Bothell to provide Administrative Services
Recommended Action: Approve the Interlocal Agreement with NPRSA for City of Bothell to provide administrative services on behalf of the NPRSA.

8. Other Items

Pgs. 519-522

A. AB # 20-090 – Consideration of Letter of Support for Economic Development Administration Grant Application
Recommended Action: Approve the support of the City of Bellevue's and Startup 425's proposal to the U.S. Economic Development Administration (EDA), funding opportunity number PWEAA2020.

5 MINUTE BREAK

Pgs. 523-528 B. AB # 20-091 – Consideration of Council's 2021-2022 Biennium Goals and Priorities for Development of 2021-2022 Biennial Budget
Recommended Action: Consider and adopt the proposed 2021-2022 Council Goals and provide policy direction to the City Manager on program and service priorities and revenue enhancements, if any are desired.

9. Study Session/Update/Discussion Items

- None at this time.

10. Council Conversations

During this item, Council members have the opportunity to informally discuss topics of city interest.

11. Executive Session/Closed Session

- None at this time.

12. Adjourn

CERTIFICATE

I hereby certify that the above agenda was posted on July 2, 2020 by 6:00 P.M., on the official website and bulletin board at Bothell City Hall, 18415 101st Avenue NE, Bothell, WA, 98011, in accordance with RCW 42.30.077, at least 24 hours in advance of the published start time of the meeting.

Laura Hathaway, City Clerk

SPECIAL ACCOMODATIONS: The City of Bothell strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact the ADA Coordinator at (425) 806-6151 at least one day prior to the meeting.

Copies of agenda bills and attachments listed in this agenda may be obtained from the City Clerk's Office the Friday before the meeting.

Bothell City Council meetings are aired live on Bothell Community Television (BCTV) Channel 21/26 (Comcast/Frontier) (available to Comcast and Frontier Cable customers within Bothell City limits). Meetings are generally replayed according to the following schedule (subject to change): Wednesday following the meeting at 10 a.m.; Friday, Saturday and Sunday following the meeting at 10 a.m. and 7 p.m. City Council and Planning Commission meetings and the BCTV schedule are viewable online at www.bothellwa.gov

BOTHELL CITY COUNCIL

*****VIRTUAL MEETING*****

DRAFT MINUTES

May 5, 2020
BOTHELL CITY HALL
18415 101st AVE NE
BOTHELL, WA 98011

MEMBERS OF THE CITY COUNCIL

Mayor Liam Olsen

Deputy Mayor Jeanne Zornes
Councilmember Davina Duerr
Councilmember James McNeal
Councilmember Tom Agnew
Councilmember Rosemary McAuliffe
Councilmember Mason Thompson

REGULAR SESSION
Call to Order and Roll Call

Mayor Olsen called the meeting to order at 6:00 PM and reviewed the virtual meeting format.

City Clerk Laura Hathaway called roll: All members of the City Council were present, except for Councilmember McAuliffe who was absent. Mayor Olsen was physically present in the Council Chambers; all other Councilmembers were present remotely.

1. Meeting Agenda Approval

Mayor Olsen stated that only items that are routine and necessary or Covid-19 related could be added.

No items were pulled.

MOTION: Councilmember Thompson moved to add a discussion item regarding the creation of a Covid-19 Task Force to the agenda.

Discussion ensued.

Councilmember McAuliffe joined the meeting at 6:08 PM. City Attorney reiterated the item the Council was ready to vote on and stated she could vote on whether to add this item to the agenda or abstain.

VOTE: The motion to add a discussion item regarding the creation of a Covid-19 task force to the agenda passed unanimously 7-0.

2. Presentations, Reports, & Briefings

A. Public Engagement Opportunities

- None at this time.

B. Proclamations
   - None at this time.

C. Special Presentations
   - None at this time.

D. Staff Briefings
   - None at this time.

E. City Manager Reports

   - Update on City's COVID-19 Response

City Manager Jennifer Phillips and Economic Development Manager Jeanie Ashe gave an update on the City's Covid-19 response and financial status, including the following:

- The Emergency Communications Center (ECC) continues to work ordering supplies and documenting response costs for potential reimbursement
- Zero employees have tested positive for the COVID-19 virus.
- Recap of 2019 year end-budget status
- Review of revenue losses in 2020 due to reduction is sales tax from the Construction, Hospitality, Food & Beverage, and Retail Industries.
- Other revenue loss impacts include Development Services, Rentals & Program Income
- Reduction of Real Estate Excise Tax causing shortage for City Hall Lease payments
- Projected 2020 Operating Deficit of 5.4 Million
- Executive Leadership Team and Non-represented employees taking a 10% furlough and discussions have started with unions.
- Identified Non-represented and AFSCME positions for layoffs, will discuss with Police and Fire unions regarding other ways to cut costs
- Initiated a travel & training freeze, hiring freeze (except essential positions), and overtime freeze (some minor exceptions are being monitored closely)
- Preservation of services to the best of our ability to keep staff the community safe is a top priority, along with the care of the infrastructure and Council's Goals. These decisions have been made on these values and responsibilities.
- Cancelled all events and recreation programs until the Governor's order on gathering of groups is lifted.
- Launching the preparation of the 2021-2022 Budget. Will be re-forecasting revenue and expense projections for the first draft to come before Council in June. A budget amendment for 2020 will also come forward in June.
- Hosted virtual all-staff meetings to inform the staff of the impacts, messaging went out to the community, article collaboration with the Bothell-Kenmore Reporter and upcoming presentation to the Chamber of Commerce.
- June will be the opportunity for the community to hear more about where we are in the 2020 budget as well as preparations for the 2021-2022 Budget.

City Manager Phillips stated she wished she had better news and that we are not alone in this. All cities and states are experiencing this loss of revenue. It's important we focus on the health of our community

and together we will make good decisions for our community and figure out how to balance the 2020 budget and upcoming 2021-2022 budget.

Councilmember McAuliffe left the meeting at 6:33 PM.

City Manager Jennifer Phillips and City Attorney Paul Byrne entertained Council questions.

F. Council Committee Reports
   - None at this time.

3. Visitor Comment

The City Clerk reported that one visitor comment was received in writing via email, and was forwarded to Council to be part of the record:

Julie Rodwell – regarding Lot D.

4. Consent Agenda

All items under this section will be passed with a single motion and vote. These items are of a routine nature. Prior to approval, City Council may request items be withdrawn from the consent agenda for separate discussion. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with the staff recommendation.

A. Approval of April 7, 2020 and April 21, 2020 Meeting Minutes
   Recommended Action: Approve the meeting minutes as presented.

B. AB #20-053 – Approval of Vouchers
   Recommended Action: Approve vouchers for March 2020 totaling $4,030,745.79.

C. AB #20-054 – Approval of Payroll and Benefit Transactions
   Recommended Action: Approve payroll and benefit transactions for March 1 – 31, 2020.

D. AB # 20-055 – Approval of Change Order 1 with Thomco Construction Incl. for Water Main replacement.
   Recommended Action: Approve Change Order 1 with Thomco Construction for AC Water Main Replacement in the amount of $293,590.55.

MOTION: Councilmember Duerr moved approval of the consent agenda. Councilmember Agnew second. The motion carried unanimously 6-0, with Councilmember McAuliffe absent.

ADDED AGENDA ITEM: Creation of a Covid-19 Task Force

Councilmember Thompson discussed creating a task-force made up of local leaders such as the Chamber, City Staff, City Council along with local business leaders to vet ideas in dealing with the Covid-19 response going forward.

Discussion ensued.

The consensus was to think on it for a week and bring this topic back up for discussion.

5. Public Hearings

- None at this time.

6. Ordinances & Resolutions

- None at this time.

7. Contracts and Agreements

- None at this time.

8. Other Items

- None at this time.

9. Study Session/Update/Discussion Items

- None at this time

10. Executive Session/Closed Session

Mayor Olsen stated this as a remote executive session and Council would need to log off of the public meeting and log into the executive session. He stated Council will take a 10 minute break to allow for that switch. The executive session is anticipated to last one hour with no action expected.

Council recessed from 7:15 PM to 7:25 PM.

Council adjourned to Executive Session at 7:25 PM to discuss labor negotiations related to Covid-19 pursuant to RCW. 42.30.140 4(a), anticipated to last one hour with no action expected.

At 8:25 PM, Mayor Olsen announced an additional 20 minutes was needed and extended the executive session to 8:45 PM.

At 8:45 PM Mayor Olsen announced an additional 15 minutes was needed and extended the executive session to 9:00 PM.

No action was taken.

11. Adjourn

Mayor Olsen adjourned the meeting at 9:00 PM.

Submitted for approval on July 7, 2020

City of Bothell

BOTHELL CITY COUNCIL
*****VIRTUAL MEETING*****
Minutes
May 12, 2020
BOTHELL CITY HALL
18415 101st AVE NE
BOTHELL, WA 98011

MEMBERS OF THE CITY COUNCIL
Mayor Liam Olsen

Deputy Mayor Jeanne Zornes
Councilmember Davina Duerr
Councilmember James McNeal
Councilmember Tom Agnew
Councilmember Rosemary McAuliffe
Councilmember Mason Thompson

REGULAR SESSION

Mayor Olsen called the virtual City Council meeting to order at 6:00 PM and reviewed the meeting format.

City Clerk Laura Hathaway called roll. All Councilmembers were present; Mayor Olsen physically in Council Chambers and all others present remotely.

Mayor Olsen reviewed the remote meeting format.

1. Meeting Agenda Approval

There were no changes to the agenda.

2. Presentations, Reports, & Briefings

A. Public Engagement Opportunities
- None at this time.

B. Proclamations
- None at this time.
-

C. Special Presentations
- None at this time.

D. Staff Briefings
- None at this time.

E. City Manager Reports
- Update of City's COVID-19 Response
-

City Manager Jennifer Phillips provided an update on the City's COVID-19 Response. She began by stating there is no playbook for this and the number one goal is keeping the community safe. Highlights included the following:

- Staff continue to work from home or in the field, City Hall may be closed but staff are working
- Staff remains healthy and we've had no cases of Covid-19
- We are beginning work on our reentry plans so we are ready once we reach Phase 3 of the Governor's phased approach.
- Staff is working with our legislators, and other regional agencies
- Actively working on messaging to the public
- Board and Commission meetings are scheduled to resume in June.
- Financial impacts are significant across state, local and federal levels.

Fire Chief Bruce Kroon updated Council regarding the Fire Department's response and Police Chief Ken Seuberlich updated Council regarding the Police Department's response to Covid-19. Both Departments reviewed the data for their COVID service calls and also reported zero exposures. Both departments are working with other agencies regarding Covid-19 response and both continue staying in touch with the community.

Chief Kroon, Chief Seuberlich and City Attorney Paul Byrne entertained Council questions.

F. Council Committee Reports
- None.

3. Visitor Comment

Cary Westerbeck submitted written comment regarding open streets for pedestrians and bicyclists.

4. Consent Agenda
- None at this time.

5. Public Hearings
- None at this time.

6. Ordinances & Resolutions
- None at this time.

7. Contracts and Agreements
- None at this time.

8. Other Items
- None at this time.

9. Study Session/Update/Discussion Items

- None at this time.

10. Executive Session/Closed Session

- None at this time.

11. Adjourn

Mayor Olsen adjourned the meeting at 7:41 PM.

Submitted for approval on July 7, 2020

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City of Bothell

BOTHELL CITY COUNCIL
*****VIRTUAL MEETING*****
Minutes
May 19, 2020
BOTHELL CITY HALL
18415 101st AVE NE
BOTHELL, WA 98011

MEMBERS OF THE CITY COUNCIL

Mayor Liam Olsen

Deputy Mayor Jeanne Zornes
Councilmember Davina Duerr
Councilmember James McNeal
Councilmember Tom Agnew
Councilmember Rosemary McAuliffe
Councilmember Mason Thompson

REGULAR SESSION

Mayor Olsen called the virtual City Council meeting to order at 6:00 PM and reviewed the meeting format.

City Clerk Laura Hathaway called roll. All Councilmembers present with the exception of Councilmember McAuliffe who was absent.

1. Meeting Agenda Approval

There were no changes to the meeting agenda.

2. Presentations, Reports, & Briefings

A. Public Engagement Opportunities
- None at this time.

B. Proclamations
   - Standing Stronger Together Proclamation

Mayor Olsen read the proclamation into the record.

C. Special Presentations
   - None at this time.

D. Staff Briefings
   - None at this time.

E. City Manager Reports
   - Update of City's COVID-19 Response

City Manager Jennifer Phillips provided an update on the City's Covid-19 response stating that on June 2, 2020 she will be bring forth 3 Covid-19 related items: Distribution of Cares Act Funding, Distribution of King County Business Assistance Funding and Options regarding Main Street.

Councilmember McAuliffe joined the meeting at 6:09 PM.

Ms. Phillips recognized Public Works Week and thanked the Public Works department. She then introduced Public Works Director Erin Leonhart and Parks Director Nik Stroup who gave updates regarding their department's Covid-19 response to date. They also entertained Council questions.

Mayor Olsen asked Councilmembers if they would be open to having a meeting the first week of August if needed. Council agreed.

F. Council Committee Reports

Councilmember McNeal provided a brief update on the SCA-Public Issues Committee regarding potential increases regarding solid waste.

Councilmember McAuliffe provided a Chamber meeting update.

3. Visitor Comment

Benjamin Mahnkey submitted written comment regarding the Canyon Hills Community Church Food Bank.

4. Consent Agenda

A. AB #20-056 - Approval of April 2020 Vouchers
   Recommended Action: Approve vouchers for April 2020 totaling $3,718,165.98$3,71

B. AB #20-057 – Approval of Contract Supplement No. 3 for Pavement Preservation On-Call Services with Perteet.
Recommended Action: Approve Contract Supplement No. 3 with Perteet for Pavement Preservation On-Call Services the in the amount of $25,000.

MOTION: Councilmember McNeal moved approval of the Consent Agenda as presented. Councilmember Duerr second. The motion passed unanimously 7-0.

5. Public Hearings

- None at this time.

6. Ordinances & Resolutions

- None at this time.

7. Contracts and Agreements

- None at this time.

8. Other Items

- None at this time.

9. Study Session/Update/Discussion Items

- None at this time.

10. Executive Session/Closed Session

- None at this time

11. Adjourn

Mayor Olsen adjourned the meeting at 7:16 PM.

Submitted for Approval on July 7, 2020.

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City of Bothell™

City Council
Agenda Bill
AB # 20-084

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Chris Bothwell, Finance Director
Maureen Schols, Deputy Finance Director (Presenter)

DATE: July 7, 2020

SUBJECT: Approval of the May 2020 Payroll and Benefit Transactions

POLICY CONSIDERATION:

This item asks the City Council to consider approval of payroll and benefit transactions for the period of May 1 – 31, 2020 totaling $4,038,277.96 that were approved and paid for by the City Auditor.

- ✓ Direct deposit transactions #2000132519 - #2000133246 totaling $1,984,497.16
- ✓ Payroll and benefit checks #39154 - #39185, plus wire benefit payments #716 - #727 totaling $2,062,624.54

HISTORY:

DATE	ACTION
JULY 7, 2000	Ordinance 1810 appointed Finance Director/City Treasurer as City Auditor

In accordance with state statues, vouchers approved by the City Auditor are required to be ratified by City Council and notated in the minutes.

DISCUSSION: None.

FISCAL IMPACTS: Funding for salaries and benefits are included in the Adopted 2019-2020 Budget.

ATTACHMENTS: Att-1. May 2020 Payroll and Benefit Transactions.
(For Council distribution only. Check listings are available for review in the Finance Department.)

RECOMMENDED ACTION: Approve payroll and benefit transactions for May 1 – 31, 2020.

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City of Bothell™

City Council
Agenda Bill
AB # 20-085

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Erin Leonhart, Public Works Director
Jack Bartman, Senior Capital Project Engineer, Public Works

DATE: July 7, 2020

SUBJECT: Approval of the Construction Contract for the 2020 Slurry Seal Project

POLICY CONSIDERATION: The City Council previously provided policy direction on this matter. If this item is approved, staff is implementing the direction given by the City Council.

HISTORY:

DATE	ACTION
NOVEMBER 27, 2018	City Council adopted the 2020 Pavement Preservation Program as part of the Adopted 2019-2020 Capital Budget.

As part of the Council adopted 2020 pavement preservation program, staff reviewed the City's streets to prioritize and develop this year's Slurry Seal project. The streets chosen in this year's program were based on traffic volumes and pavement condition to optimize the preservation of the local roadway surface and delay the need for a costlier overlay or reconstruction projects.

DISCUSSION: The bid opening was held on June 16, 2020. Two bids were received and the lowest responsive and responsible bid was $212,212, submitted by Intermountain Slurry Seal. The Engineer's Estimate was $326,300.

Pavement preservation is an ongoing area of focus for the City and is critical to the sustainability of City infrastructure. This work is the third project of three this year to address the preservation of pavement. Crack Sealing and Asphalt Patching projects are being completed in preparation for the Slurry Seal project. The Slurry Seal project is planned to start in the first two weeks of August and take about two weeks to complete.

FISCAL IMPACTS: The Adopted 2019-2020 Budget included the 2019-2020 Pavement Preservation Program with a budgeted value of $5,301,000 which is sufficient to fund this item. Slurry seal of local roads is specifically funded by the Safe Streets and Sidewalks Levy.

ATTACHMENTS:	Att-1. Bid Tabulation Att-2. Maps of Slurry Seal Locations
RECOMMENDED ACTION:	Authorize the City Manager to enter into a construction contract with by Intermountain Slurry Seal for the 2020 Slurry Seal project in the amount of $212,212

City of Bothell™

PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROJECT
BIDDING RESULTS FOR 2020 Slurry Seal

				ENGINEER'S ESTIMATE		Intermountain Slurry Seal, Inc.		VSS International, Inc.	
Total Cost Estimate:					**$ 326,300**	**Total**	**$ 212,212.00**	**Total**	**$ 255,852.00**
No.	**Bid Item Description**	**Qty.**	**Unit Meas**	**Engineer's Cost Estimate**					
				Unit Price	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**
1	Mobilization (12%)	1	LS	$36,000.00	$ 36,000.00	$ 19,000.00	$ 19,000.00	$ 20,940.00	$ 20,940.00
2	Project Temporary Traffic Control	1	LS	$40,000.00	$ 40,000.00	$ 25,912.00	$ 25,912.00	$ 48,240.60	$ 48,240.60
3	Portable Changeable Message Sign	3300	HR	$5.00	$ 16,500.00	$ 6.00	$ 19,800.00	$ 4.91	$ 16,203.00
4	Slurry Seal. Type 2	70000	SY	$3.00	$ 210,000.00	$ 1.70	$ 119,000.00	$ 2.20	$ 154,000.00
5	Street Sweeping	1	LS	$20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00	$ 10,690.00	$ 10,690.00
7	Removal of Pavement Marking and Markers	1	LS	$1,000.00	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 2,862.00	$ 2,862.00
8	Plastic Crosswalk Line	80	SF	$20.00	$ 1,600.00	$ 25.00	$ 2,000.00	$ 18.23	$ 1,458.40
9	Plastic Stop Line	60	SF	$20.00	$ 1,200.00	$ 25.00	$ 1,500.00	$ 24.30	$ 1,458.00
Schedule A Subtotal:					**$ 326,300.00**		**$ 212,212.00**		**$ 255,852.00**
Washington State Sales Tax		**0%**			**$ -**		$ -		$ -
SubTotal Construction Cost Estimate:					**$ 326,300.00**		**$ 212,212.00**		**$ 255,852.00**
Total Construction Cost Estimate:					**$ 326,300.00**		**$ 212,212.00**		**$ 255,852.00**

Project Engineer: Jack Bartman

Consulting Engineer:

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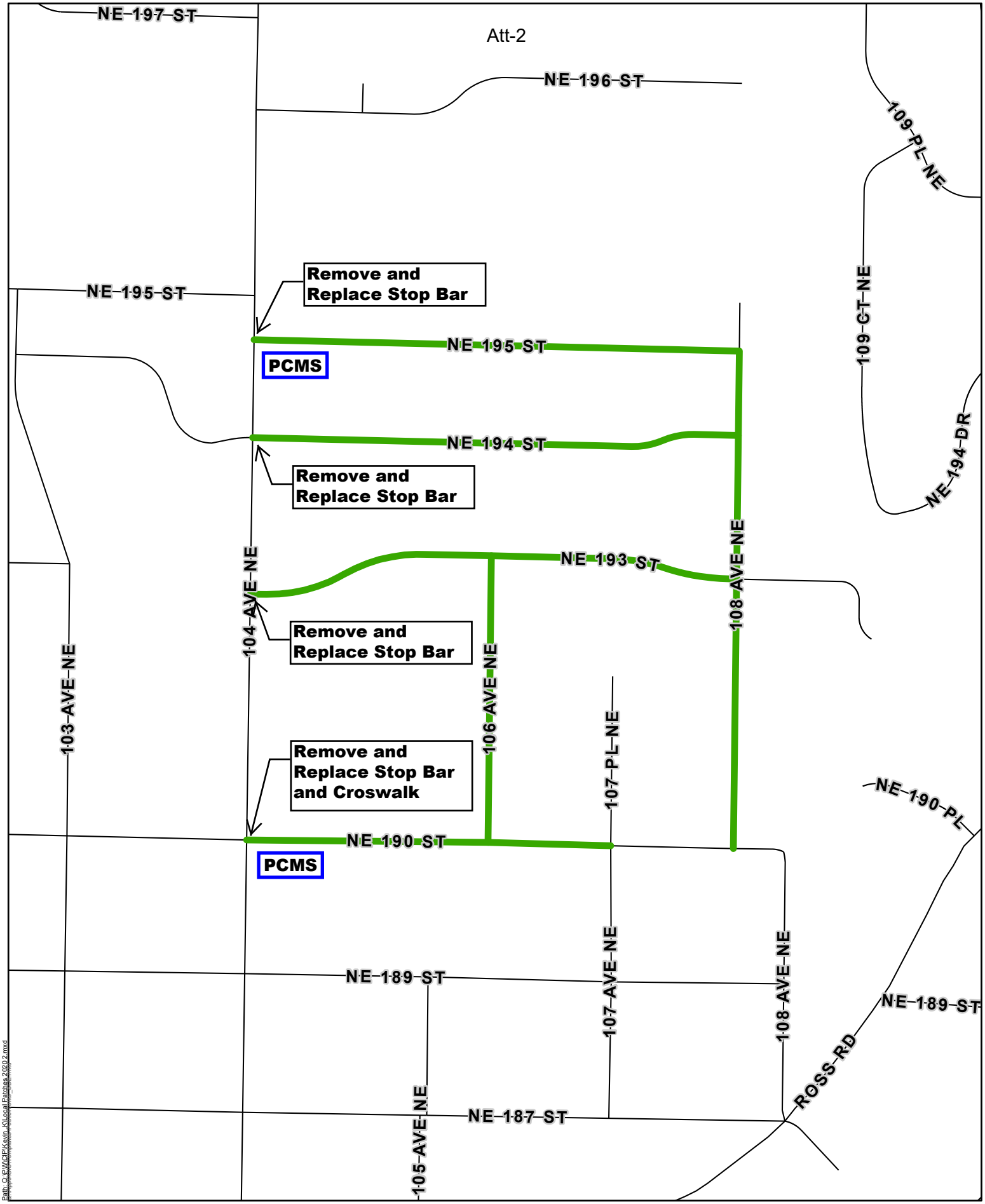

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2020 Slurry Seal
Maywood Hills

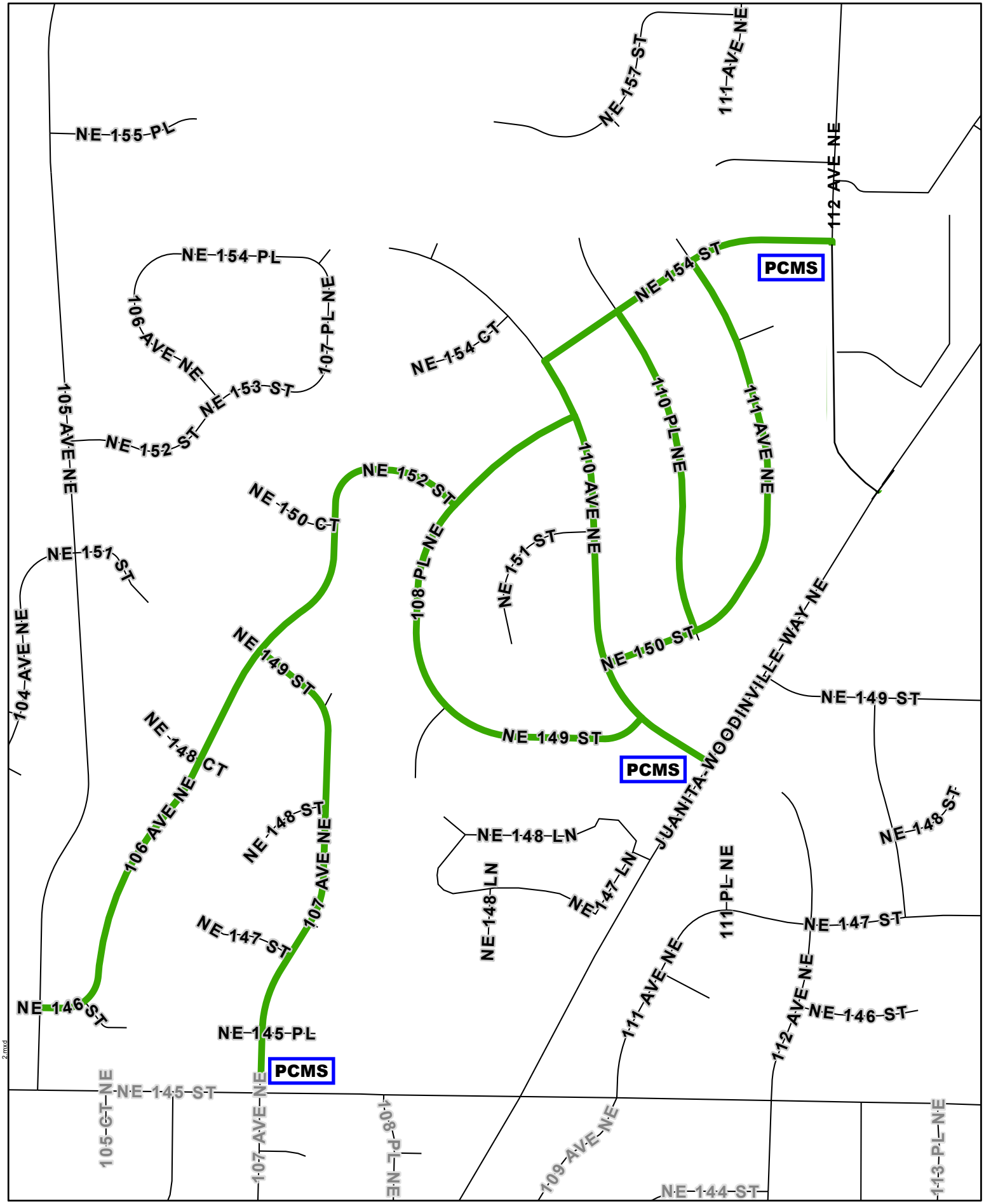
Legend

PCMS — Portable Changeable Message Sign

Slurry Seal

0 60 120 180
Feet

City of Bothell



Slurry Seal
Norway Hill

Legend

PCMS — Portable Changeable Message Sign

Slurry Seal

0 80 160 240
Feet

Date: 2/27/2020

City of Bothell

City of Bothell™

City Council
Agenda Bill
AB #20-086

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Erin Leonhart, Public Works Director
Nduta Mbuthia, Capital Projects Engineer, Public Works (Presenter)

DATE: July 7, 2020

SUBJECT: Approval of Warranty Deeds Required for Right of Way Acquisition for the North Creek Trail Section 4 Project

POLICY CONSIDERATION: The City Council previously provided policy direction on this matter. If this item is approved, staff is implementing the direction given by the City Council.

HISTORY:

DATE	ACTION
DECEMBER 2015	City entered into a Local Agency Agreement for Design Phase federal grant funding in the amount of $735,000
APRIL 2016	Council approved a professional services agreement, with Parametrix Inc., for design and Right of Way (ROW) engineering services for North Creek Trail Section 4 in the amount of $536,146.74
OCTOBER 2017	City Manager approved Supplemental Agreement No. 1 for a time extension of one year
FEBRUARY 2018	City Manager approved Supplemental Agreement No. 2 in the amount of $38,650.47 for continued engineering services for North Creek Trail section
FEBRUARY 2019	City Council approved Supplemental Agreement No. 3 in the amount of $95,283.23 for continued engineering services for North Creek Trail section 4
JULY 2019	City entered into a Local Agency Agreement for Right of Way federal grant funding in the amount of $1,015,800
FEBRUARY 2020	City Council approved the Right of Way Plan for the North Creek Trail Section 4 project.
JUNE 2020	City Council approved Ordinance Initiating Condemnation of Property Needed for the North Creek Trail Section 4 Project

North Creek Trail Section 4 is the most northerly segment of the North Creek Trail within the Bothell city limits. It will connect to the planned Snohomish County North Creek Trail north of SR 524 and the existing North Creek Trail that currently stops near the SR 524/Bothell Everett Highway intersection. It is estimated that a total of seven properties will be impacted by this project requiring acquisition.

After City Council approved the right of way (ROW) plan in March of this year, staff began implementing the ROW acquisition process and reached out to all the property owners to begin negotiations.

DISCUSSION:

The City has started negotiations with all the parties to complete the necessary ROW acquisition. Three of the seven property owners have accepted the offers that were presented to them by the City.

The property acquisitions and temporary construction easements, in the total amount of $58,870.57, presented in this agenda bill are as follows:

- Parcel # 0110090000-1100; 1,198 SF fee acquisition, 129 SF TCE – compensation amount: $39,900
- Parcel # 0110090000-1800; 400 SF fee acquisition, 47 SF TCE – compensation amount: $13,970.57
- Parcel # 2705190040-3300; 327 SF fee acquisition, 6,766 SF TCE – compensation amount: $5,000

Negotiations with the remaining four property owners are still ongoing, and if successful, will be presented to the City Council at a later date. Since this project contains federal funding, right of way acquisition is very prescriptive, and must comply with requirements as outlined in the Washington State Department of Transportation's Local Agency Manual.

Construction of the first phase is planned to start in early 2021, and be completed by 2023. In order to maintain the schedule and be eligible to obligate federal construction funds in 2021, staff must complete the right of way acquisitions by the end of this year.

FISCAL IMPACTS:

The item is included in the Adopted 2019-2020 Budget, the budget available for right of way acquisition is $1.2 million and is sufficient to fund this item.

ATTACHMENTS:

Att-1. Vicinity Map
Att-2. Right of Way Plan
Att-3. Hoover Warranty Deed
Att-4. Leyva Warranty Deed

Att-5. Mr. Kitty Warranty Deed

RECOMMENDED ACTIONS: Approve Warranty Deed agreements with Hoover, Leyva, and Mr. Kitty Enterprises, for the purchase of North Creek Trail Section 4 Project right of way in the total amount of $58,870.57.

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Project Map - North Creek Trail Section 4

(From the north terminus of North Creek Trail Section 3 behind the Walgreen Development to Filbert Drive)

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Att-2 NORTH CREEK TRAIL
SECTION 4
FILBERT DRIVE TO NORTH CREEK TRAIL SECTION 3 TERMINUS
RIGHT OF WAY PLANS
FEDERAL AID # 0110(014)

LOCATION MAP
NOT TO SCALE

VICINITY MAP
NOT TO SCALE

EXISTING ZONE CLASSIFICATION:

PARCEL DESIGNATION	USE CODE	DESCRIPTION
100–106	111	SINGLE FAMILY RESIDENCE (DETACHED)

CONTACT INFORMATION:

APPLICANT:
CITY OF BOTHELL
PUBLIC WORKS DEPARTMENT
18415 101 AVE NE
BOTHELL, WA 98011
(425) 806–6829
CONTACT: NDUTA MBUTHIA
OWNER:
KING COUNTY PARKS AND RECREATION DIVISION

ENGINEER:
PARAMETRIX
719 2ND AVENUE
SUITE 200
SEATTLE, WA 98104
(206) 394–3700
CONTACT: YAMMIE HO, P.E.

SURVEYOR:
PARAMETRIX
719 2ND AVENUE
SUITE 200
SEATTLE, WA 98104
(206) 394–3700
CONTACT: DANIEL THIBODEAU, PLS

PARCEL INFORMATION:

PLAN DESIGNATION	ASSESSOR PARCEL #
101	0110090000–1900
102	0110090000–1800
103	0110090000–1300
104	0110090000–1200
105	0110090000–1100
106	0110090000–1000
107	2705190040–3300

RIGHT OF WAY REFERENCES

(RR1) WSDOT RIGHT OF WAY PLAN
SR 524 JCT. SR 5 TO JCT. SR 527
OCTOBER 27, 1995

(RR2) WSDOT RIGHT OF WAY PLAN
SR 527 MP 2.91 TO MP 3.99
JCT. SR 405 TO 208TH ST. S.E. VIC.
NOVEMBER 21, 1988

(RR3) WSDOT MONUMENTATION MAP
SR 524 – 196TH STREET VICINITY
UNDATED

(RR4) SNOHOMISH COUNTY RIGHT OF WAY PLAN
196TH ST. S.W. (S.R. 524)
I–405 TO S.R. 527
SEPTEMBER 21, 1999

RIGHT OF WAY NOTES

RIGHT OF WAY DETERMINATIONS FOR THIS PLAN SET, WERE MADE BY ANALYZING A COMBINATION OF EXISTING RIGHT OF WAY PLANS LISTED HEREON IN THE RIGHT OF WAY REFERENCES, TOGETHER WITH RECORDED SURVEYS, SUBDIVISION PLATS, TITLE REPORTS, DEEDS & DEDICATIONS, AND FOUND MONUMENTS.

*NOTE SEVERAL CASED MONUMENTS FOUND SOUTH OF THE CENTERLINE OF 208TH ST SE, WERE INSTALLED BY WSDOT AS CONSTRUCTION MONUMENTS PER (RR3), THESE WERE NOT INTENDED TO BE HELD FOR RIGHT OF WAY DETERMINATIONS.

WRITTEN DESCRIPTION OF THE PROJECT:

THE CITY OF BOTHELL PROPOSES TO DEVELOP SECTION 4 OF NORTH CREEK TRAIL–A TRAIL SEGMENT THAT REPRESENTS 0.6 MILES OF MISSING LINK OF NORTH CREEK TRAIL SYSTEM WITHIN THE CITY OF BOTHELL, LOCATED BETWEEN FILBERT DRIVE AND NORTH CREEK TRAIL SECTION 3 TERMINUS.

	REVISIONS	DATE	BY

DESIGNED
DRAWN S.THOMAS
CHECKED D.THIBODEAU
APPROVED Y.HO

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME 554–1647–030–RW–PLANS
JOB No. 554–1647–030
DATE 3–18–2019

DANIEL A. THIBODEAU — STATE OF WASHINGTON — 51801 — REGISTERED PROFESSIONAL LAND SURVEYOR
3 - 18 - 2019

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P 206.394.3700
WWW.PARAMETRIX.COM

PROJECT NAME
NORTH CREEK TRAIL SECTION 4
FROM FILBERT DR TO NCT SECTION 3
BOTHELL, WA

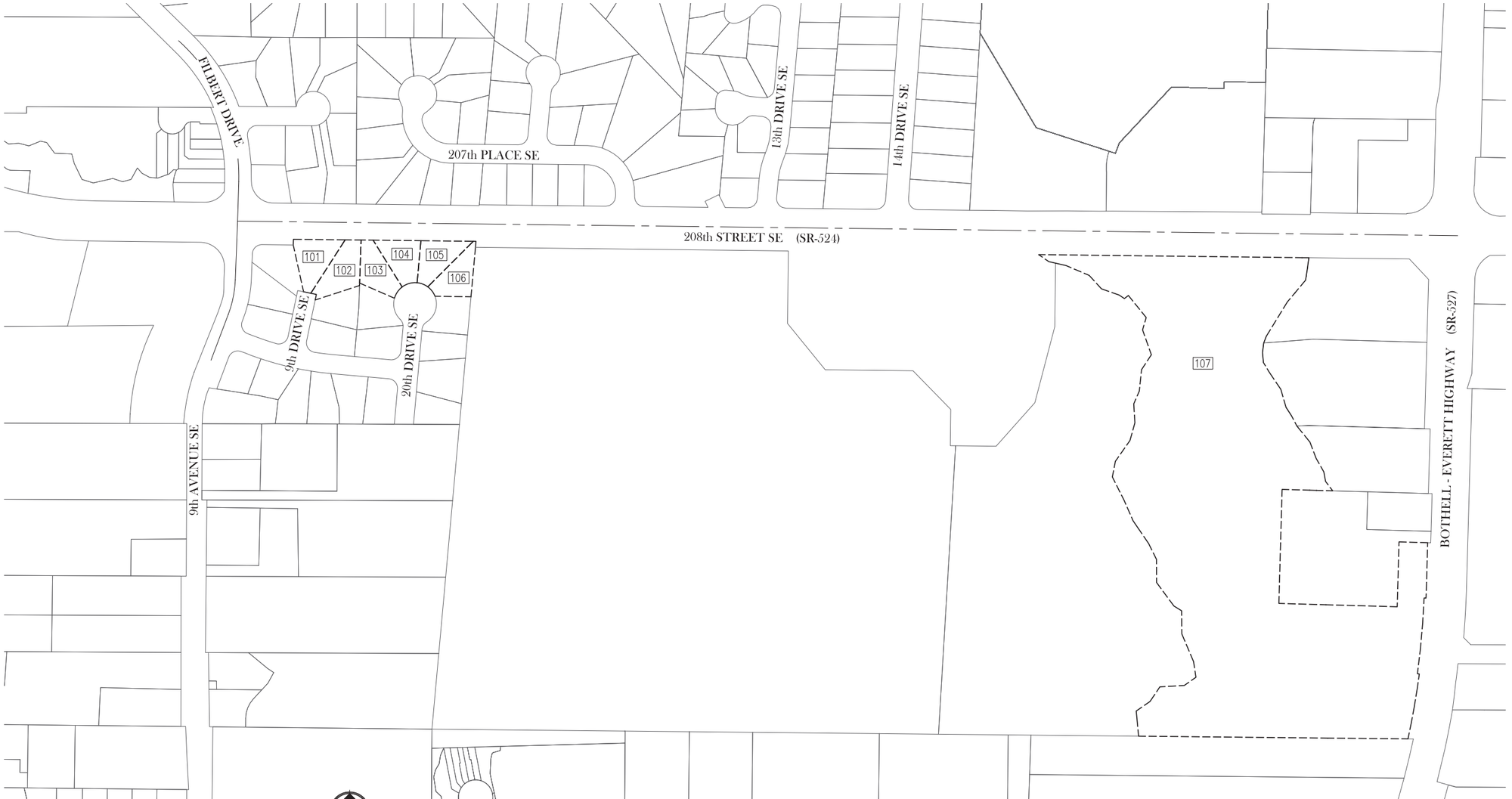
RIGHT OF WAY PLAN COVER SHEET

DRAWING NO.
49 OF 55
RW1

NORTH CREEK TRAIL SECTION 4 RIGHT-OF-WAY PLANS

TOTAL PARCEL DETAIL

SNOHOMISH COUNTY, WASHINGTON
SE 1/4 SECTION19, T.27N., R. 5E., W.M.
SW 1/4 SECTION19, T.27N., R. 5E., W.M.



LEGEND

- 100 — IMPACTED PARCEL IDENTIFIER
- IMPACTED PARCEL BOUNDARY LINE
- GIS PARCEL LINES
- STREET CENTERLINE

N

150 0 150 300
SCALE IN FEET
1"=150'

BASIS OF BEARING
GRID NORTH BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).

	REVISIONS	DATE	BY

DESIGNED
DRAWN S.THOMAS
CHECKED D.THIBODEAU
APPROVED Y.HO

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
FILE NAME 554-1647-030-RW-PLANS
JOB No. 554-1647-030
DATE 3-18-2019

DANIEL A. THIBODEAU — STATE OF WASHINGTON — 51801 — REGISTERED PROFESSIONAL LAND SURVEYOR
3 - 18 - 2019

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WWW.PARAMETRIX.COM

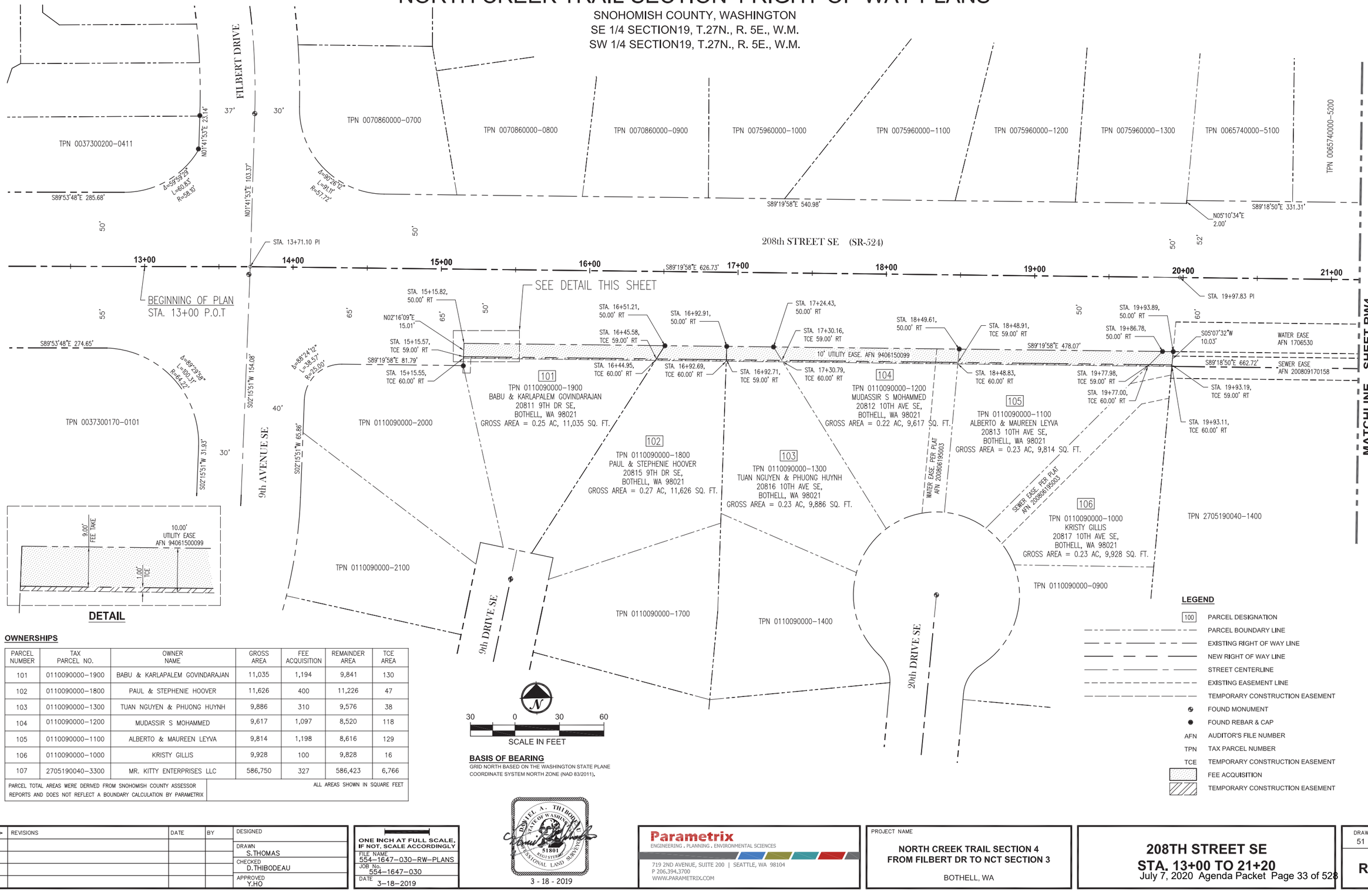
PROJECT NAME
NORTH CREEK TRAIL SECTION 4
FROM FILBERT DR TO NCT SECTION 3
BOTHELL, WA

TOTAL PARCEL DETAIL

DRAWING NO.
50 OF 55
RW2

NORTH CREEK TRAIL SECTION 4 RIGHT-OF-WAY PLANS

SNOHOMISH COUNTY, WASHINGTON
SE 1/4 SECTION19, T.27N., R. 5E., W.M.
SW 1/4 SECTION19, T.27N., R. 5E., W.M.



DETAIL

OWNERSHIPS

PARCEL NUMBER	TAX PARCEL NO.	OWNER NAME	GROSS AREA	FEE ACQUISITION	REMAINDER AREA	TCE AREA
101	0110090000-1900	BABU & KARLAPALEM GOVINDARAJAN	11,035	1,194	9,841	130
102	0110090000-1800	PAUL & STEPHENIE HOOVER	11,626	400	11,226	47
103	0110090000-1300	TUAN NGUYEN & PHUONG HUYNH	9,886	310	9,576	38
104	0110090000-1200	MUDASSIR S MOHAMMED	9,617	1,097	8,520	118
105	0110090000-1100	ALBERTO & MAUREEN LEYVA	9,814	1,198	8,616	129
106	0110090000-1000	KRISTY GILLIS	9,928	100	9,828	16
107	2705190040-3300	MR. KITTY ENTERPRISES LLC	586,750	327	586,423	6,766

PARCEL TOTAL AREAS WERE DERIVED FROM SNOHOMISH COUNTY ASSESSOR REPORTS AND DOES NOT REFLECT A BOUNDARY CALCULATION BY PARAMETRIX

ALL AREAS SHOWN IN SQUARE FEET

LEGEND

- 100 PARCEL DESIGNATION
- PARCEL BOUNDARY LINE
- EXISTING RIGHT OF WAY LINE
- NEW RIGHT OF WAY LINE
- STREET CENTERLINE
- EXISTING EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- FOUND MONUMENT
- FOUND REBAR & CAP
- AFN AUDITOR'S FILE NUMBER
- TPN TAX PARCEL NUMBER
- TCE TEMPORARY CONSTRUCTION EASEMENT
- FEE ACQUISITION
- TEMPORARY CONSTRUCTION EASEMENT

BASIS OF BEARING

GRID NORTH BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).

REVISIONS	DATE	BY

DESIGNED
DRAWN S.THOMAS
CHECKED D.THIBODEAU
APPROVED Y.HO

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
FILE NAME 554-1647-030-RW-PLANS
JOB No. 554-1647-030
DATE 3-18-2019

DANIEL A. THIBODEAU — STATE OF WASHINGTON — 51801 — REGISTERED PROFESSIONAL LAND SURVEYOR
3 - 18 - 2019

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WWW.PARAMETRIX.COM

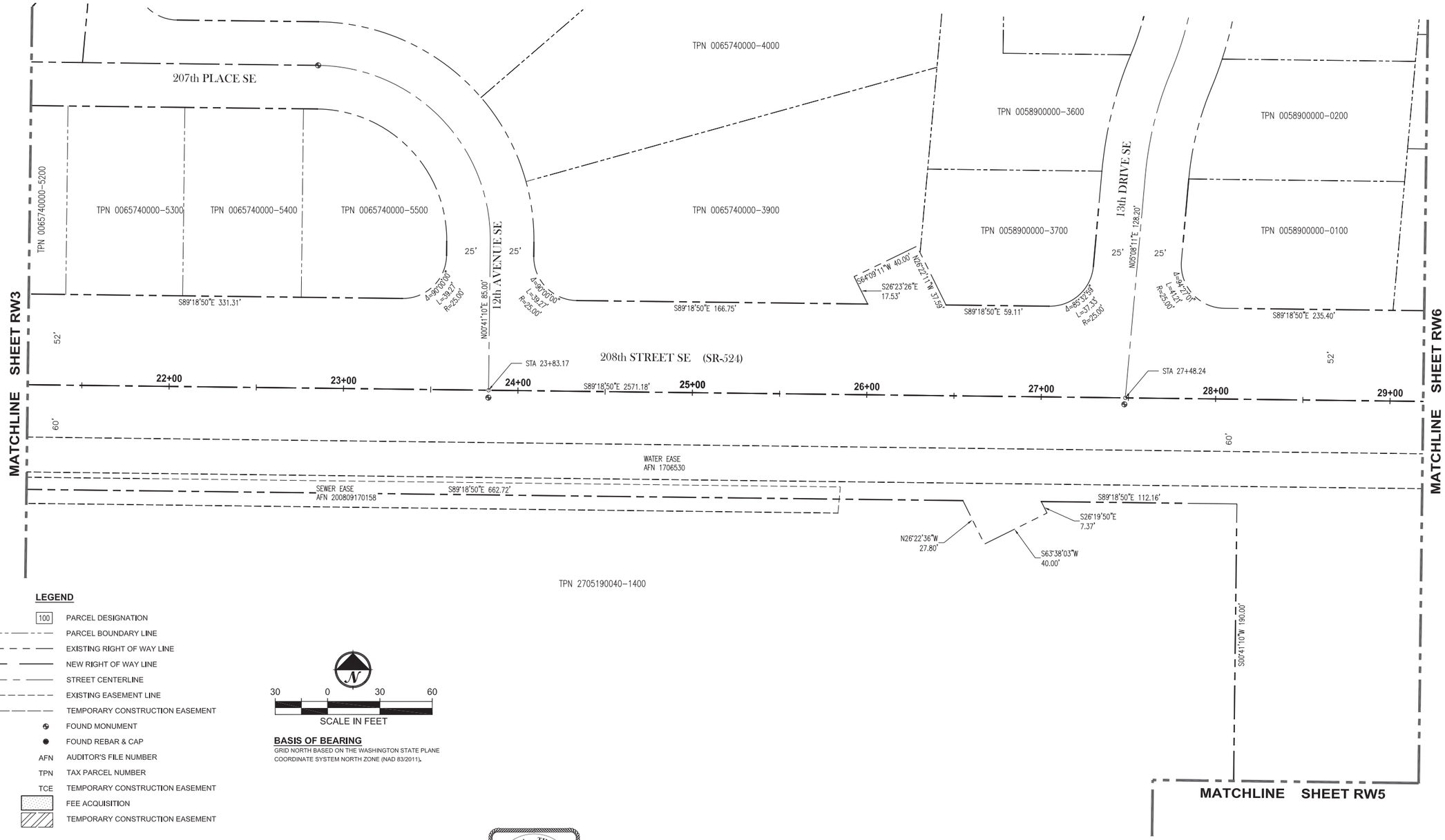
PROJECT NAME
NORTH CREEK TRAIL SECTION 4
FROM FILBERT DR TO NCT SECTION 3
BOTHELL, WA

208TH STREET SE
STA. 13+00 TO 21+20

DRAWING NO. 51 OF 55
RW3

NORTH CREEK TRAIL SECTION 4 RIGHT-OF-WAY PLANS

SNOHOMISH COUNTY, WASHINGTON
SE 1/4 SECTION19, T.27N., R. 5E., W.M.
SW 1/4 SECTION19, T.27N., R. 5E., W.M.



LEGEND

- 100 — PARCEL DESIGNATION
- PARCEL BOUNDARY LINE
- EXISTING RIGHT OF WAY LINE
- NEW RIGHT OF WAY LINE
- STREET CENTERLINE
- EXISTING EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- FOUND MONUMENT
- FOUND REBAR & CAP
- AFN — AUDITOR'S FILE NUMBER
- TPN — TAX PARCEL NUMBER
- TCE — TEMPORARY CONSTRUCTION EASEMENT
- FEE ACQUISITION
- TEMPORARY CONSTRUCTION EASEMENT

30 0 30 60
SCALE IN FEET

BASIS OF BEARING
GRID NORTH BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).

	REVISIONS	DATE	BY

DESIGNED
DRAWN S.THOMAS
CHECKED D.THIBODEAU
APPROVED Y.HO

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
FILE NAME 554-1647-030-RW-PLANS
JOB No. 554-1647-030
DATE 3-18-2019

DANIEL A. THIBODEAU — STATE OF WASHINGTON — 51801 — REGISTERED PROFESSIONAL LAND SURVEYOR
3 - 18 - 2019

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WWW.PARAMETRIX.COM

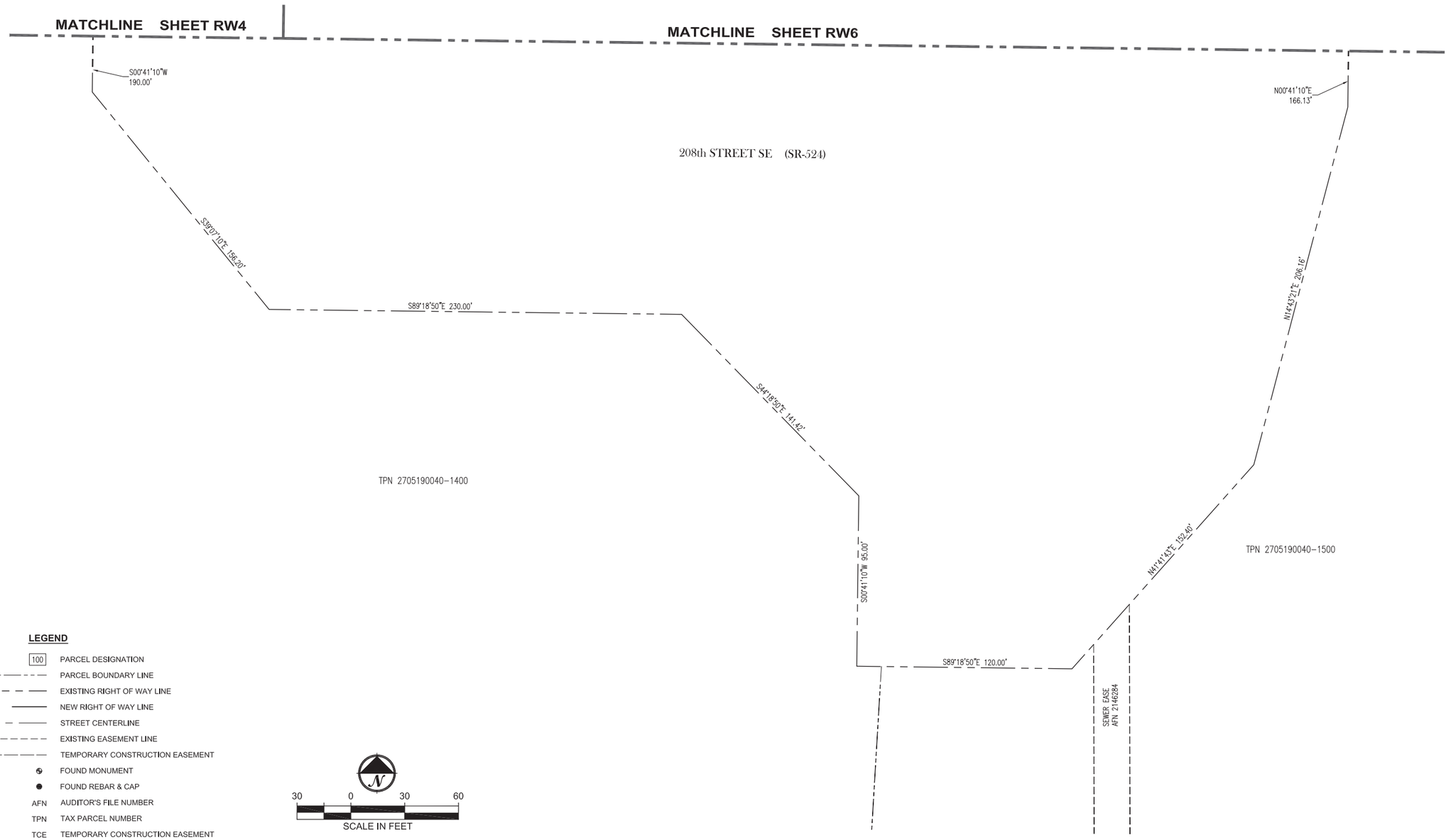
PROJECT NAME
NORTH CREEK TRAIL SECTION 4
FROM FILBERT DR TO NCT SECTION 3
BOTHELL, WA

208TH STREET SE
STA. 21+20 TO 29+20

DRAWING NO.
52 OF 55
RW4

NORTH CREEK TRAIL SECTION 4 RIGHT-OF-WAY PLANS

SNOHOMISH COUNTY, WASHINGTON
SE 1/4 SECTION19, T.27N., R. 5E., W.M.
SW 1/4 SECTION19, T.27N., R. 5E., W.M.



LEGEND

100	PARCEL DESIGNATION
	PARCEL BOUNDARY LINE
	EXISTING RIGHT OF WAY LINE
	NEW RIGHT OF WAY LINE
	STREET CENTERLINE
	EXISTING EASEMENT LINE
	TEMPORARY CONSTRUCTION EASEMENT
	FOUND MONUMENT
	FOUND REBAR & CAP
AFN	AUDITOR'S FILE NUMBER
TPN	TAX PARCEL NUMBER
TCE	TEMPORARY CONSTRUCTION EASEMENT
	FEE ACQUISITION
	TEMPORARY CONSTRUCTION EASEMENT

30 0 30 60
SCALE IN FEET

BASIS OF BEARING
GRID NORTH BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).

REVISIONS	DATE	BY

DESIGNED
DRAWN S.THOMAS
CHECKED D.THIBODEAU
APPROVED Y.HO

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
FILE NAME 554-1647-030-RW-PLANS
JOB No. 554-1647-030
DATE 3-18-2019

DANIEL A. THIBODEAU — STATE OF WASHINGTON — 51801 — REGISTERED PROFESSIONAL LAND SURVEYOR
3 - 18 - 2019

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WWW.PARAMETRIX.COM

PROJECT NAME
NORTH CREEK TRAIL SECTION 4
FROM FILBERT DR TO NCT SECTION 3
BOTHELL, WA

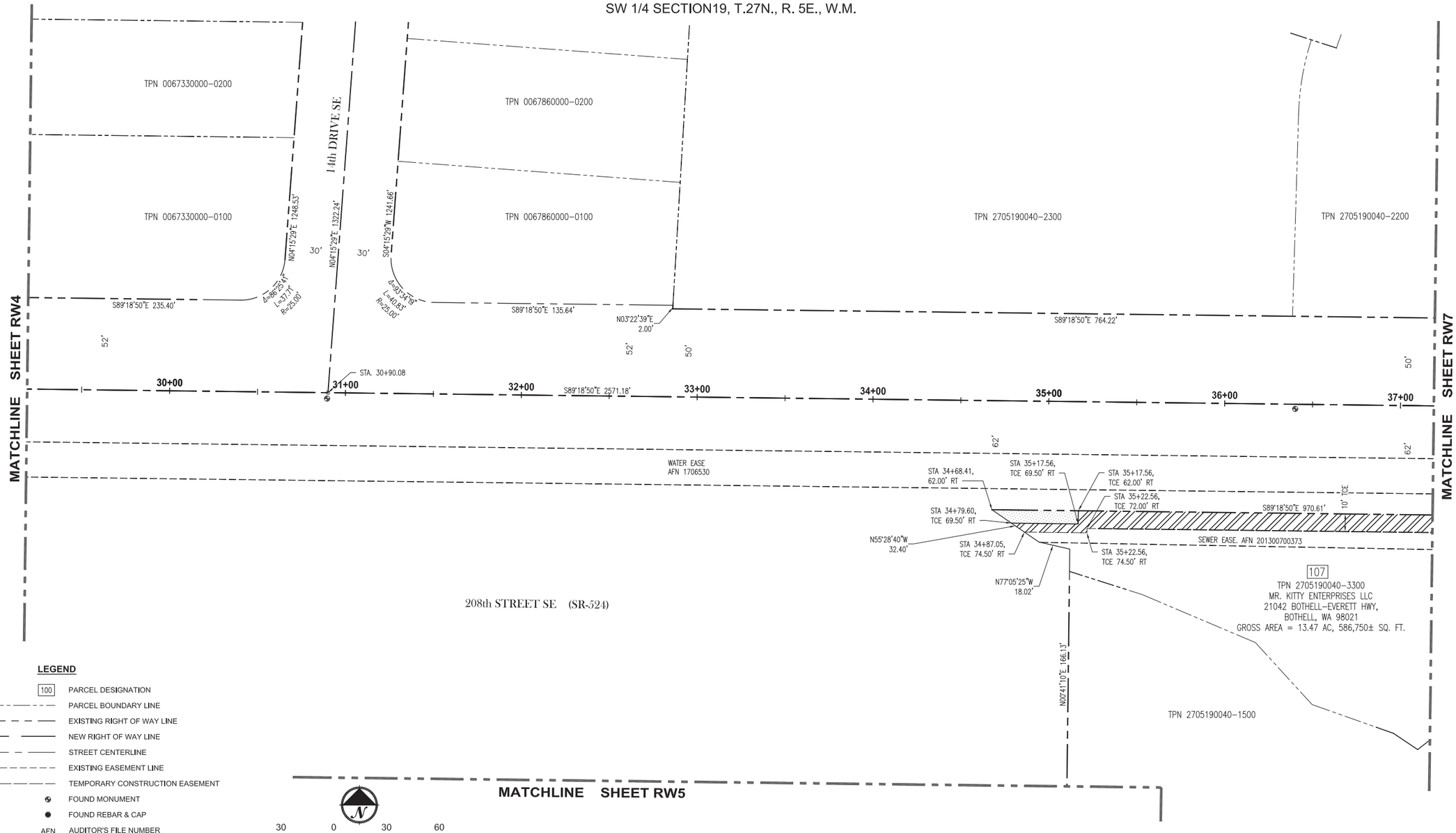
208TH STREET SE
SOUTH RIGHT OF WAY AREA

DRAWING NO.
53 OF 55
RW5

PATH: U:\PSO\Projects\Clients\1647-City0fBothell\554-1647-030 NCT Seg 4\99Svcs\Survey\00Current\Dwg PLOTTED BY: thibodon DATE: Monday, March 18, 2019 6:55:21 PM
LAYOUT: Sheet 5

NORTH CREEK TRAIL SECTION 4 RIGHT-OF-WAY PLANS

SNOHOMISH COUNTY, WASHINGTON
SE 1/4 SECTION19, T.27N., R. 5E., W.M.
SW 1/4 SECTION19, T.27N., R. 5E., W.M.



LEGEND

100	PARCEL DESIGNATION
	PARCEL BOUNDARY LINE
	EXISTING RIGHT OF WAY LINE
	NEW RIGHT OF WAY LINE
	STREET CENTERLINE
	EXISTING EASEMENT LINE
	TEMPORARY CONSTRUCTION EASEMENT
	FOUND MONUMENT
	FOUND REBAR & CAP
AFN	AUDITOR'S FILE NUMBER
TPN	TAX PARCEL NUMBER
TCE	TEMPORARY CONSTRUCTION EASEMENT
	FEE ACQUISITION
	TEMPORARY CONSTRUCTION EASEMENT

30 0 30 60
SCALE IN FEET

BASIS OF BEARING
GRID NORTH BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).

	REVISIONS	DATE	BY

DESIGNED
DRAWN S.THOMAS
CHECKED D.THIBODEAU
APPROVED Y.HO

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
FILE NAME 554-1647-030-RW-PLANS
JOB No. 554-1647-030
DATE 3-18-2019

DANIEL A. THIBODEAU — STATE OF WASHINGTON — 5180 — REGISTERED PROFESSIONAL LAND SURVEYOR
3 - 18 - 2019

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P 206.394.3700
WWW.PARAMETRIX.COM

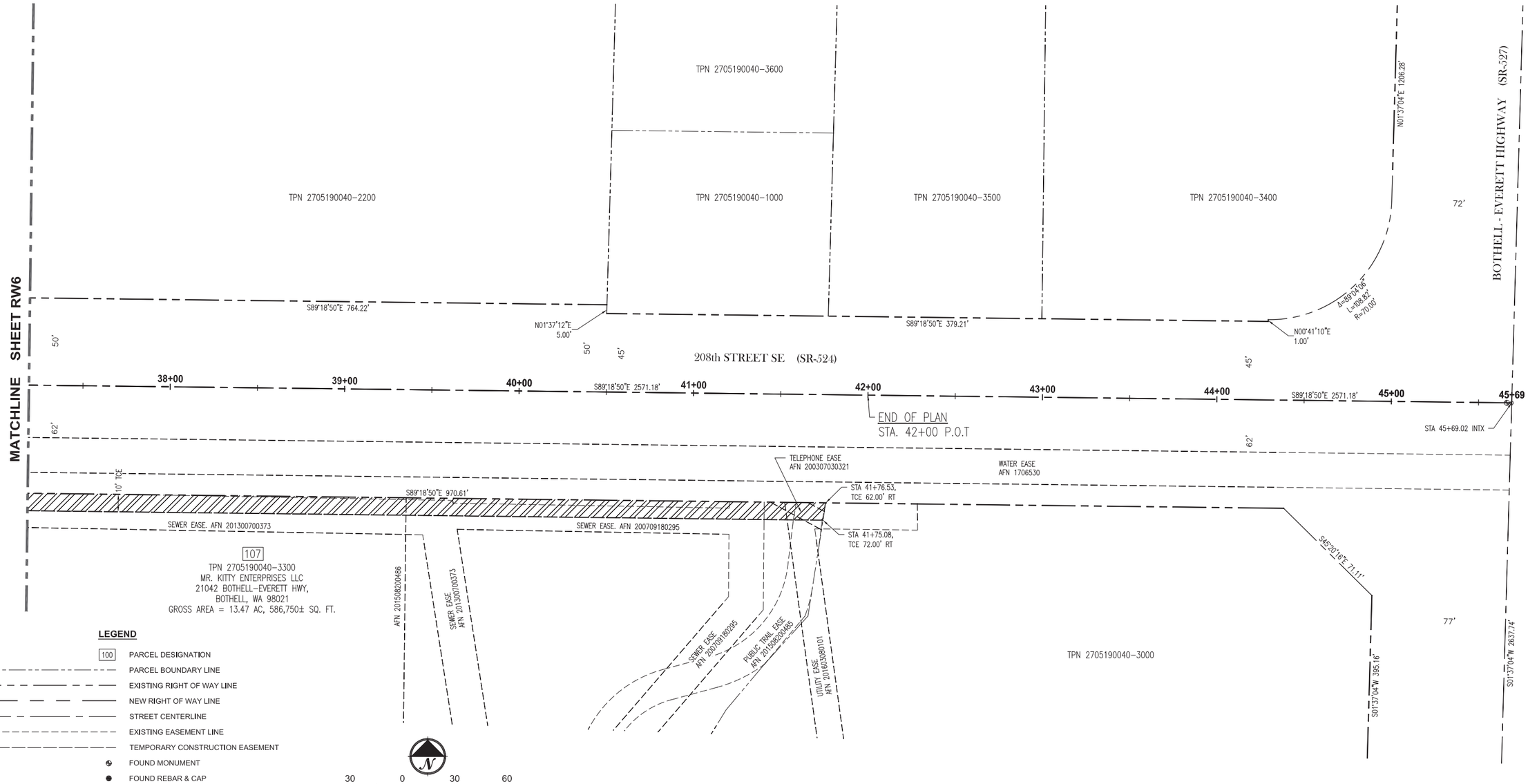
PROJECT NAME
NORTH CREEK TRAIL SECTION 4
FROM FILBERT DR TO NCT SECTION 3
BOTHELL, WA

208TH STREET SE
STA 29+20 TO 37+20

DRAWING NO.
54 OF 55
RW6

NORTH CREEK TRAIL SECTION 4 RIGHT-OF-WAY PLANS

SNOHOMISH COUNTY, WASHINGTON
SE 1/4 SECTION19, T.27N., R. 5E., W.M.
SW 1/4 SECTION19, T.27N., R. 5E., W.M.



LEGEND

100	PARCEL DESIGNATION
	PARCEL BOUNDARY LINE
	EXISTING RIGHT OF WAY LINE
	NEW RIGHT OF WAY LINE
	STREET CENTERLINE
	EXISTING EASEMENT LINE
	TEMPORARY CONSTRUCTION EASEMENT
	FOUND MONUMENT
	FOUND REBAR & CAP
AFN	AUDITOR'S FILE NUMBER
TPN	TAX PARCEL NUMBER
TCE	TEMPORARY CONSTRUCTION EASEMENT
	FEE ACQUISITION
	TEMPORARY CONSTRUCTION EASEMENT

BASIS OF BEARING
GRID NORTH BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).

	REVISIONS	DATE	BY

DESIGNED
DRAWN S.THOMAS
CHECKED D.THIBODEAU
APPROVED Y.HO

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
FILE NAME 554-1647-030-RW-PLANS
JOB No. 554-1647-030
DATE 3-18-2019

DANIEL A. THIBODEAU — STATE OF WASHINGTON — 51801 — REGISTERED PROFESSIONAL LAND SURVEYOR
3 - 18 - 2019

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P 206.394.3700
WWW.PARAMETRIX.COM

PROJECT NAME
NORTH CREEK TRAIL SECTION 4
FROM FILBERT DR TO NCT SECTION 3
BOTHELL, WA

208TH STREET SE
STA. 37+20 TO 45+70

DRAWING NO. 55 OF 55
RW7

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After recording return document to:

City of Bothell
18415 101st Ave, NE
Bothell, WA 98011

Document Title: Warranty Deed
Grantors: Paul Hoover and Stephanie Hoover
Grantees: City of Bothell
Legal Description: Ptn. of: Lot 18, Muriel's Landing, Plat No. 200806195003
Additional Legal Description is on Page 4 of Document
Assessor's Tax Parcel Number: 011009-000-018-00

WARRANTY DEED

NORTH CREEK TRAIL SECTION 4

The Grantors **Paul Hoover and Stephanie Hoover, husband and wife**, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **City of Bothell, a Washington Municipality,** and its assigns, Grantee, the following described real property situated in Snohomish County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibit A and Exhibit B attached hereto and made a part hereof.

WARRANTY DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Bothell** unless and until accepted and approved hereon in writing for the **City of Bothell**, by its authorized agent.

Date: 6/5/2020

Paul Hoover

Stephanie Hoover

WARRANTY DEED

STATE OF WASHINGTON)
: ss
County of Snohomish)

On this 5th day of June, 2020 before me personally appeared Paul Hoover and Stephanie Hoover to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

SAYMOR S. KIM
COMMISSION EXPIRES
NOTARY
PUBLIC
LIC. No. 131922
10-31-2023
STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Snohomish County
My commission expires 10/31/2023

Accepted and Approved

City of Bothell

By:_____
Title
Authorized Agent

Date:_____

WARRANTY DEED

EXHIBIT A

RIGHT OF WAY ACQUISITION DESCRIPTION

20815 9TH DRIVE SE

TAX PARCEL NUMBER 0110090000-1800

A PORTION OF LOT 18, ACCORDING TO THE PLAT OF MURIEL'S LANDING, AS RECORDED UNDER AUDITOR'S FILE NUMBER 200806195003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 9.00 FEET OF SAID LOT 18.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

AREA CONTAINS 400 SQUARE FEET, MORE OR LESS.

4 - 7 - 2020

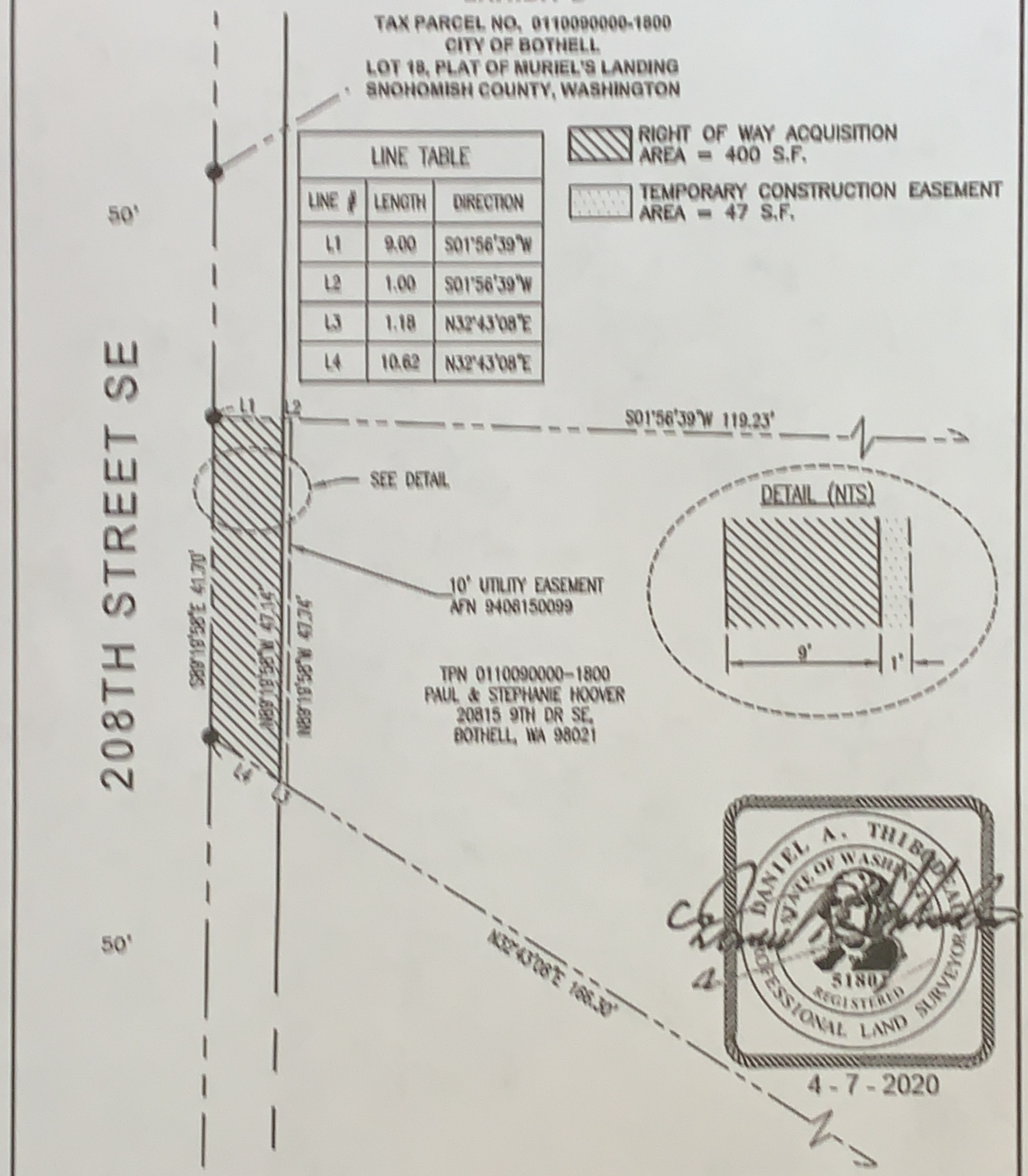
EXHIBIT B

TAX PARCEL NO. 0110090000-1800
CITY OF BOTHELL
LOT 18, PLAT OF MURIEL'S LANDING
SNOHOMISH COUNTY, WASHINGTON

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.00	S01°56'39"W
L2	1.00	S01°56'39"W
L3	1.18	N32°43'08"E
L4	10.62	N32°43'08"E

RIGHT OF WAY ACQUISITION
AREA = 400 S.F.

TEMPORARY CONSTRUCTION EASEMENT
AREA = 47 S.F.



719 2nd AVENUE, SUITE 200
SEATTLE, WASHINGTON 98104
T. 206.394.3700 www.parametrix.com

BASIS OF BEARING
GRID NORTH BASED ON
WASHINGTON STATE REFERENCE
NETWORK (WSRN) GPS READINGS

0 20'
1" = 20'

Parametrix DATE: April 8, 2020 FILE: 554-1047-033-EASE EX-48FT8

Parametrix
ENGINEERING, PLANNING, ENVIRONMENTAL SCIENCES

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After recording return document to:

City of Bothell
18415 101st Ave, NE
Bothell, WA 98011

Document Title: Warranty Deed
Grantors: Maureen C. Leyva
Grantees: City of Bothell
Legal Description: ptn of: Lot 11, Muriel's Landing, Plat No. 200806195003
Additional Legal Description is on Page 4 of Document
Assessor's Tax Parcel Number: 011009-000-011-00

WARRANTY DEED

NORTH CREEK TRAIL SECTION 4

The Grantors **Maureen C. Leyva, as her separate estate,** for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **City of Bothell, a Washington Municipality,** and its assigns, Grantee, the following described real property situated in Snohomish County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibit A and Exhibit B attached hereto and made a part hereof.

WARRANTY DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Bothell** unless and until accepted and approved hereon in writing for the **City of Bothell**, by its authorized agent.

Date: 5-15-2020

Maureen C. Leyva

Maureen C. Leyva

STATE OF WASHINGTON)
: ss
County of Snohomish)

On this 15th day of May, 2020 before me personally appeared Maureen C. Leyva to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

BRYAN PECKHAM
Notary Public
State of Washington
Commission Expires 05/19/2022

Notary Public in and for the State of Washington, residing at Bothell
My commission expires 05-19-2022

Accepted and Approved

City of Bothell

By:_____
Title
Authorized Agent

Date:_____

EXHIBIT A

RIGHT OF WAY ACQUISITION DESCRIPTION
20813 10TH AVENUE SE
TAX PARCEL NUMBER 0110090000-1100

A PORTION OF LOT 11, ACCORDING TO THE PLAT OF MURIEL'S LANDING, AS RECORDED UNDER AUDITOR'S FILE NUMBER 200806195003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 9.00 FEET OF SAID LOT 11.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

AREA CONTAINS 1,198 SQUARE FEET, MORE OR LESS.

4 - 7 - 2020

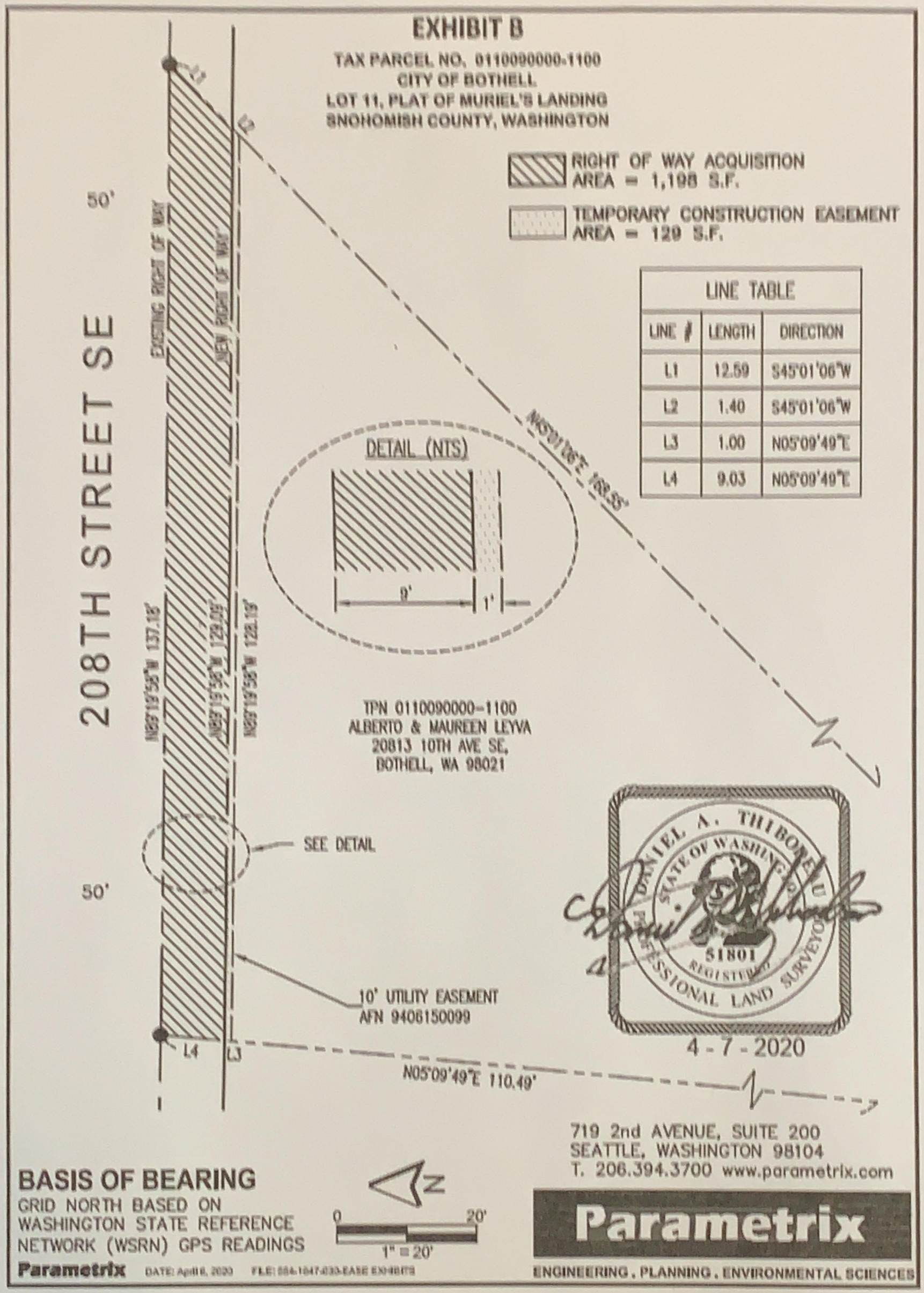


EXHIBIT B
TAX PARCEL NO. 0110090000-1100
CITY OF BOTHELL
LOT 11, PLAT OF MURIEL'S LANDING
SNOHOMISH COUNTY, WASHINGTON
RIGHT OF WAY ACQUISITION
AREA = 1,198 S.F.
TEMPORARY CONSTRUCTION EASEMENT
AREA = 129 S.F.
LINE TABLE
LINE # | LENGTH | DIRECTION
L1 | 12.59 | S45°01'06"W
L2 | 1.40 | S45°01'06"W
L3 | 1.00 | N05°09'49"E
L4 | 9.03 | N05°09'49"E
DETAIL (NTS)
8'
1'
N45°01'06"E 168.55'
20813 10TH AVE SE
EXISTING RIGHT OF WAY
NEW RIGHT OF WAY
50'
N82°15'54"W 137.18'
N82°15'54"W 129.09'
N82°15'54"W 128.19'
TPN 0110090000-1100
ALBERTO & MAUREEN LEYVA
20813 10TH AVE SE,
BOTHELL, WA 98021
SEE DETAIL
50'
10' UTILITY EASEMENT
AFN 9406150099
L4
L3
N05°09'49"E 110.49'
DANIEL A. THIBODEAU
STATE OF WASHINGTON
51801
REGISTERED
PROFESSIONAL LAND SURVEYOR
4 - 7 - 2020
719 2nd AVENUE, SUITE 200
SEATTLE, WASHINGTON 98104
T. 206.394.3700 www.parametrix.com
Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES
BASIS OF BEARING
GRID NORTH BASED ON
WASHINGTON STATE REFERENCE
NETWORK (WSRN) GPS READINGS
N
0
20'
1" = 20'
Parametrix
DATE: April 6, 2020
FILE: 554-1047-033-EASE EXHIBITS

After recording return document to:

City of Bothell
18415 101st Ave, NE
Bothell, WA 98011

Document Title: Warranty Deed
Reference Number of Related Document:
Grantors: Mr. Kitty Enterprises, LLC
Grantees: City of Bothell
Legal Description: Ptn. of: Lot 4, SP #200307095001 & Amend 200312110191
Additional Legal Description is on Page 4 of Document
Assessor's Tax Parcel Number: 2705190040-3300

WARRANTY DEED

NORTH CREEK TRAIL SECTION 4

The Grantors **Mr. Kitty Enterprises, LLC, an inactive Washington limited liability company** for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **City of Bothell, a Washington Municipality,** and its assigns, Grantee, the following described real property situated in Snohomish County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibit A and Exhibit B attached hereto and made a part hereof.

WARRANTY DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Bothell** unless and until accepted and approved hereon in writing for the **City of Bothell**, by its authorized agent.

Date: 6/4/2020

Charles Olson
Mr. Kitty Enterprises, LLC

STATE OF WASHINGTON)
: ss
County of Snohomish)

On this 4th day of June, 2020, before me personally appeared Charles Olson to me known to be the Managing Partner of Mr. Kitty Enterprises, LLC, an inactive Washington Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute said instrument.

(SEAL)

JANICE BONNELL NOTARY PUBLIC LIC. No. 59149 COMMISSION EXPIRES 03-31-2023 STATE OF WASHINGTON

Janice Bonnell
Notary Public in and for the State of Washington, residing at Lynnwood, WA

My commission expires 03-31-2023

Accepted and Approved

City of Bothell

By:_____
Title
Authorized Agent

Date:_____

WARRANTY DEED

EXHIBIT A

RIGHT OF WAY ACQUISITION DESCRIPTION
21042 BOTHELL-EVERETT HWY.
TAX PARCEL NUMBER 2705190040-3300

ALL THAT PORTION OF LOT 4, ACCORDING TO BOTHELL SHORT PLAT NO. 2001-00002, AS RECORDED UNDER AUDITOR'S FILE NUMBER 200307095001, AS AMENDED BY AFFIDAVIT OF CORRECTION TO SHORT PLAT, AS RECORDED UNDER AUDITOR'S FILE NUMBER 200312110191, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID SHORT PLAT LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN; LYING NORTH AND WEST OF A LINE DESCRIBED AS FOLLOWS:

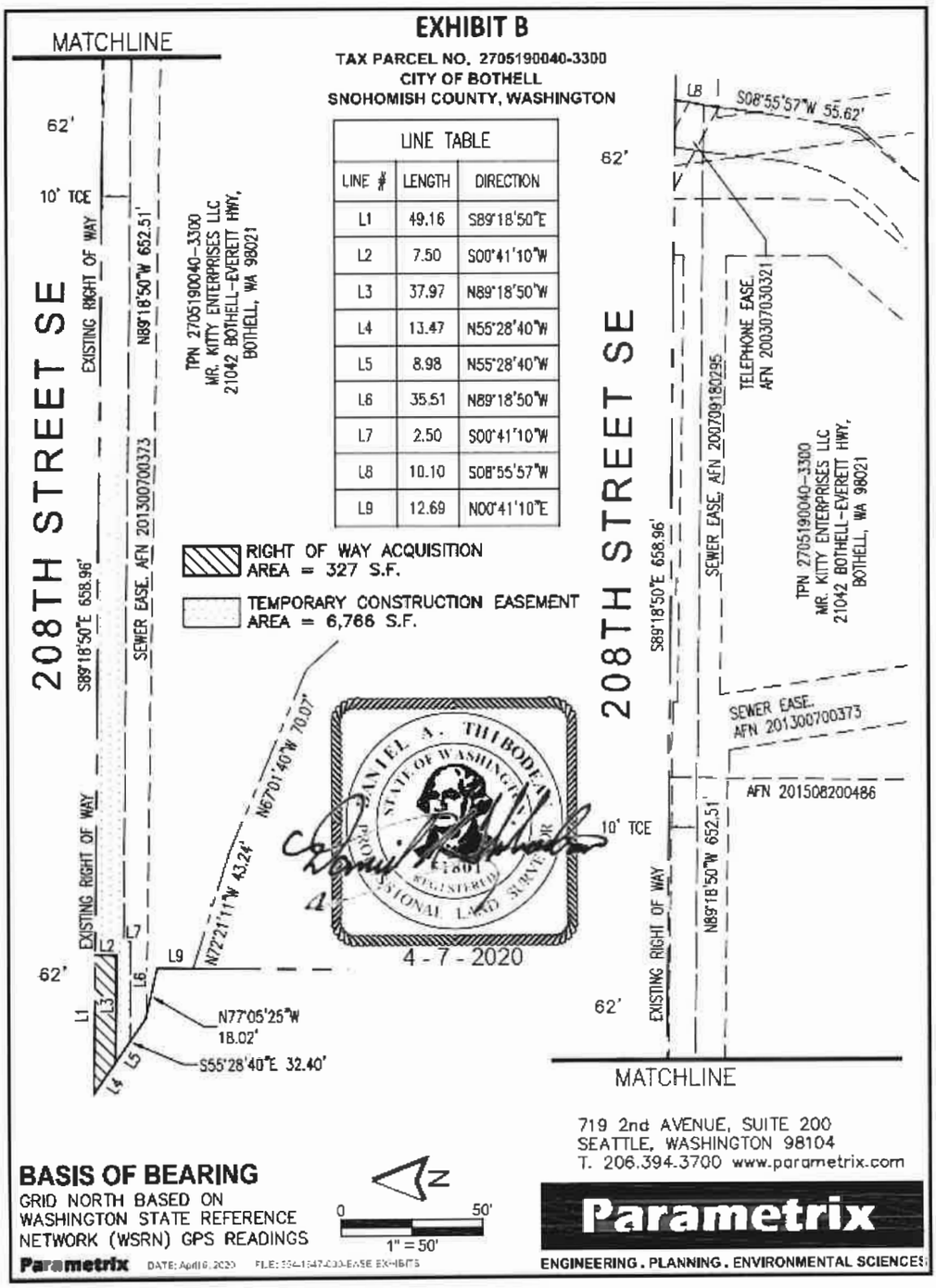
BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 208TH STREET SE, SAID POINT BEARS SOUTH 89°18'50" EAST, A DISTANCE OF 49.16 FEET FROM THE NORTHWEST CORNER OF SAID LOT;
THENCE SOUTH 00°41'10" WEST, 7.50 FEET;
THENCE NORTH 89°18'50" WEST, 37.97 FEET TO SAID RIGHT OF WAY AND THERE TERMINATING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

AREA CONTAINS 327 SQUARE FEET, MORE OR LESS.

4 - 7 - 2020

WARRANTY DEED



After recording return document to:

City of Bothell
18415 101st Ave, NE
Bothell, WA 98011

Document Title: Temporary Easement
Grantor: Mr. Kitty Enterprises, LLC
Grantees: City of Bothell
Legal Description: Ptn of: Lot 4, SP #200307095001 & Amend 200312110191
Additional Legal Description is on Page 4 of Document
Assessor's Tax Parcel Number: 2705190040-3300

TEMPORARY EASEMENT

NORTH CREEK TRAIL SECTION 4

The Grantors, **Mr. Kitty Enterprises, LLC, an inactive Washington limited liability company** for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, conveys and grants unto the **City of Bothell, a Washington Municipality,** and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of installation and grading for trail improvements along with removing and reinstalling the privately owned wooden fence.

The temporary rights herein granted shall terminate on March 1, 2025.

Said lands being situated in Snohomish County, State of Washington, and described as follows:

For legal description and additional conditions
See Exhibit A and Exhibit B attached hereto and made a part hereof.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Bothell** unless and until accepted and approved hereon in writing for the **City of Bothell**, by its authorized agent.

TEMPORARY EASEMENT

Date: 6/4/2020

Charles Olson
Mr. Kitty Enterprises, LLC

STATE OF WASHINGTON)
: ss
County of Snohomish)

On this 4th day of June 2020, before me personally appeared Charles Olson to me known to be the Managing Partner of Mr. Kitty Enterprises, LLC, an inactive Washington Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute said instrument.

(SEAL)

JANICE BONNELL
COMMISSION EXPIRES
NOTARY PUBLIC
LIC. No. 59149
03-31-2023
STATE OF WASHINGTON

Janice Bonnell
Notary Public in and for the State of Washington, residing at Lynnwood, WA

My commission expires 03-31-2023

Accepted and Approved

City of Bothell

By:_____
Title
Authorized Agent

Date:_____

TEMPORARY EASEMENT

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT
21042 BOTHELL-EVERETT HWY.
TAX PARCEL NUMBER 2705190040-3300

A PORTION OF LOT 4, ACCORDING TO BOTHELL SHORT PLAT NO. 2001-00002, AS RECORDED UNDER AUDITOR'S FILE NUMBER 200307095001, AS AMENDED BY AFFIDAVIT OF CORRECTION TO SHORT PLAT, AS RECORDED UNDER AUDITOR'S FILE NUMBER 200312110191, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID SHORT PLAT LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN; BEING MORE PATICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 10.00 FEET OF SAID LOT;

EXCEPT THAT PORTION OF SAID LOT LYING NORTH AND WEST OF A LINE DESCRIBED AS FOLLOWS:

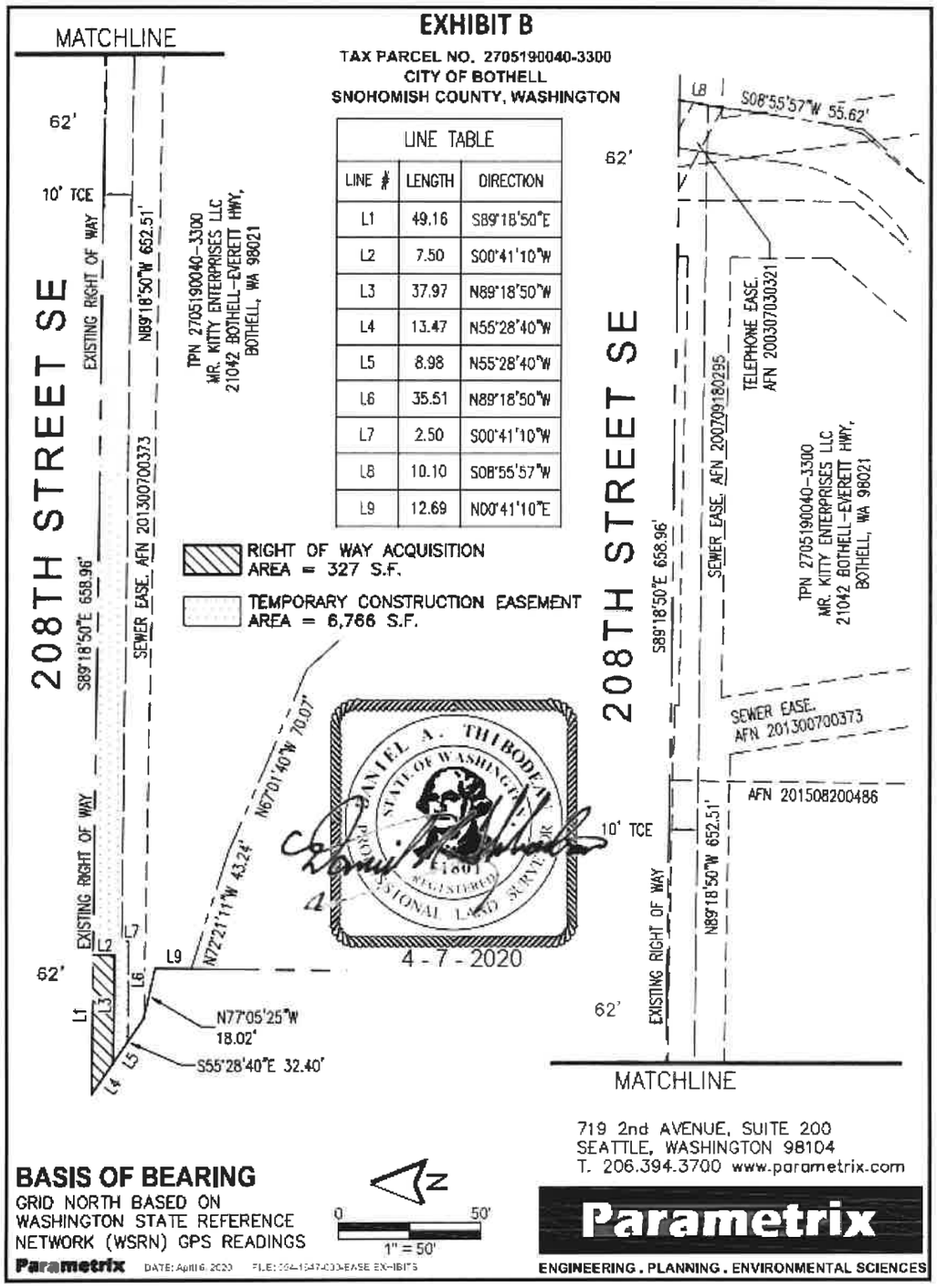
BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 208TH STREET SE, SAID POINT BEARS SOUTH 89°18'50" EAST, A DISTANCE OF 49.16 FEET FROM THE NORTHWEST CORNER OF SAID LOT;
THENCE SOUTH 00°41'10" WEST, 7.50 FEET;
THENCE NORTH 89°18'50" WEST, 37.97 FEET TO SAID RIGHT OF WAY AND THERE TERMINATING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

AREA CONTAINS 6,766 SQUARE FEET, MORE OR LESS.

4 - 7 - 2020

TEMPORARY EASEMENT



REAL PROPERTY VOUCHER

AGENCY NAME **City of Bothell** 18415 101st Ave, NE Bothell, WA 98011		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT	DATED
GRANTOR OR CLAIMANT (NAME, ADDRESS) **Mr. Kitty Enterprises, LLC** **21042 Bothell-Everett Hwy** **Bothell, WA 98011**	TIN/SSN:	X **Charles Olson** **Mr. Kitty Enterprises, LLC**	6/4/20
PROJECT NO. AND TITLE **North Creek Trail Section 4**			
FEDERAL AID NO. **CM-STPUL-0110(014)**	PARCEL NO. **107**		

In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:	DATED	$ AMOUNT
LAND: Fee: 327 SF		$114.25
TCE: 6,766 SF +		$238.39
IMPROVEMENTS: +		
DAMAGES:		
Cost to Cure +		
Proximity +		
Other +		
SPECIAL BENEFITS		
JC (Just Compensation) Amount (rounded)		**$500.00**
REMAINDER:		
Uneconomic Remnant +		
Excess Acquisition +		
DEDUCTIONS:		
Amount Previously Paid		
Performance Bond		
Salvage Amount		
Pre Paid Rent		
Other		
ADMINISTRATIVE SETTLEMENT +		**$4,500.00**
STATUTORY EVALUATION ALLOWANCE +		
ESCROW FEE +		
REAL ESTATE EXCISE TAX +		
OTHER: +		

ACQUISITION AGENT Melinda Burkhart	DATE	Voucher No.	**TOTAL AMOUNT PAID** **$5,000.00**
AUTHORIZED AGENT FOR AGENCY	DATE		

LPA-321 10/2014

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mr. Kitty Enterprises LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 5817

Requester's name and address (optional)

6 City, state, and ZIP code
Lynnwood WA 98046

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	0	–	0	2	8	3	2	5	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 6/4/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Department of Revenue
Washington State

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

PLEASE TYPE OR PRINT

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☑ **Check box if partial sale, indicate % sold.** **List percentage of ownership acquired next to each name.**

1 SELLER GRANTOR

Name Mr. Kitty Enterprises LLC

Mailing Address 21042 Bothell-Everett Hwy

City/State/Zip Bothell, WA 98021

Phone No. (including area code)

2 BUYER GRANTEE

Name City Of Bothell

Mailing Address 18415 101st Ave, NE

City/State/Zip Bothell, WA 98011

Phone No. (including area code)

3 Send all property tax correspondence to: ☐ Same as Buyer/Grantee

Name

Mailing Address

City/State/Zip

Phone No. (including area code)

List all real and personal property tax parcel account numbers – check box if personal property		List assessed value(s)
27051900403300	☐	
	☐	
	☐	
	☐	

4 Street address of property: 21042 Bothell-Everett Hwy, Bothell, WA 98021

This property is located in Snohomish

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

ptn. of: Lot4, Muriel's Landing, Plat No. 2705190040-3300

5 Select Land Use Code(s):

91 - Undeveloped land (land only)

enter any additional codes:

(See back of last page for instructions)

	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	☐	☑

6

	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	☐	☑
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	☐	☑
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	☐	☑

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below**. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, **sign (3) below**. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-206

Reason for exemption Eminent Domain

Type of Document Waranty Deed

Date of Document

Gross Selling Price $	5,000.00
*Personal Property (deduct) $	
Exemption Claimed (deduct) $	5,000.00
Taxable Selling Price $	0.00
Excise Tax : State $	0.00
0.0050 Local $	0.00
*Delinquent Interest: State $	
Local $	
*Delinquent Penalty $	
Subtotal $	0.00
*State Technology Fee $	5.00
*Affidavit Processing Fee $	5.00
Total Due $	10.00

A MINIMUM OF $10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 **I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

Signature of **Grantor or Grantor's Agent**

Name (print) CHARLES H. ELSER

Date & city of signing: JUNE 1, 2020 LYNNWOOD WA

Signature of **Grantee or Grantee's Agent**

Name (print)

Date & city of signing:

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a (09/06/17)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

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City of Bothell™

City Council
Agenda Bill
AB # 20-087

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Erin Leonhart, Public Works Director
Jeff Sperry, Public Works Fleet and Facilities Manager (Presenter)

DATE: July 7, 2020

SUBJECT: Consideration of Phase 1B Amendment to Progressive Design-Build Agreement with BNBuilders and Miller Hull Partnership for the Bothell Fire Station 42 and 45 Replacement Project

POLICY CONSIDERATION:

This item asks the City Council to consider if the City should:

1. Amend the Progressive Design-Build Agreement with BNBuilders and Miller Hull Partnership as anticipated in the original agreement to transition to the next phase of the Fire Station project.
2. Approve sustainability measures based on interpretation of Resolution 1241
3. Approve Percent for Arts amount based on BMC 3.75 and unique nature of this design-build and bond project.

If approved, these actions would continue implementation of the Safe and Secure Bothell program approved by voters in fall 2018 by providing Fire Stations that meet the need of the growing population and protect the health and safety of the firefighters and community.

HISTORY:

DATE	ACTION
NOVEMBER 2018	Voters approved the Safe & Secure Bond and Levy.
APRIL 2019	City Manager approved Professional Services Agreement No. 1757, Phase 1 Professional Services Agreement with OAC Services, Inc. as Project Manager.
JULY 2019	City Council approved Supplemental Agreement No. 1757-1, Phase 2 professional services agreement with OAC Services, Inc. as Project Manager.

OCTOBER 2019	City Council approved an ordinance amending the 2019-2020 Budget to recognize and authorize Safe and Secure Bothell program revenues and expenditures.
NOVEMBER 2019	City Council approved the Progressive Design-Build Agreement No. 1910 for all phases of the project with expenditures for Phase 1A Not to Exceed expenditure amount with BNBuilders/Miller Hull Partnership.

Subsequent to Council approval of the Agreement with BNBuilders/Miller Hull, the City Manager approved three change orders:

- CP 5000 – a no-cost change to clarify agreement language
- CP 5001 – a $17,582.36 change to provide Phase 1A bonds
- CP 5002 – a no-cost change to extend the Phase 1A schedule

DISCUSSION:

1. <u>Progressive Design-Build Agreement</u>

The City chose progressive design-build (PDB) as the method to implement the Fire Station 42 and 45 Replacement Project (Project). Design-build provides greater opportunity for innovation and efficiency than design-bid-build. Having a design builder involved during early design development helps ensure that specialized equipment is incorporated into the design efficiently, according to best practices. Most importantly, the design builder can work with the City to develop innovative approaches to phased and sequenced work for both fire stations and implement overlapping work tasks to leverage efficiencies and ensure these critical facilities (and any interim facilities) maintain life-safety operations for the community at all times.

Procurement of a design builder is prescribed by the state in RCW 39.10, including the evaluation and contracting processes. The team of BNBuilders and Miller Hull Partnership was chosen in accordance with the RCW and a Progressive Design-Build Agreement was executed.

The Progressive Design-Build Agreement for the Project has three phases:

Phase	Description	Estimated Duration
Phase 1A	Project Validation, 30% Station Design, 90% Interim Facility Design	November 2019 – July 2020

Phase 1B	Development of Guaranteed Maximum Price for entire project (anticipated at 60% design)	July – December 2020
Phase 2	Final Design, Construction and Closeout	December 2020 – October 2022

The Council-adopted agreement is for all phases (1A, 1B and 2) of the project. The expenditure amount for Phase 1A was approved in November 2019. The total not to exceed (NTE) amount in the contract for Phase 1A is $1,532,065 including WSST in addition to Supplement 1910-1 (Contract Language Clarification and Payment and Performance Bond) in the amount of $17,582.36 for a total of $1,549,647.36 for Phase 1A. Supplement 1910-2 (Phase 1A Schedule Extension) was for time only.

The expenditure amount for Phase 1B will be executed via the Phase 1B Amendment form (Attachment 2 and Exhibit F1 to the original Agreement) pending Council approval.

The agreement allows for termination of the agreement after phases 1A and 1B. Staff does not recommend termination of the agreement.

Phase 2 will be brought to Council for consideration upon successful completion of phase 1B.

The scope for Phase 1B of the Design-Build Agreement includes:

- Develop the final basis of design
- Develop 60 percent design for replacement stations
- Pre-applications and permit submittals for interim stations, pre-applications and site plan reviews for permanent stations and complete permitting for the relocation of Fire Department Administration to City Hall.
- Phase 1B Report
- Develop the Guaranteed Maximum Price (GMP) for the entire project
- Develop any selected add alternates

The scope of Phase 1B is to further develop the design in order to meet the project goals and budget. The project budget (including construction costs, design-build team, project manager, other city soft costs and taxes) is the bond amount of $35,500,000. The current target estimate, part of the Phase 1A

Report and 30 percent design is $39,391,657.00. This estimate is within 10 percent of the project budget, which is within industry standard for this stage of design. The Progressive Design-Build delivery method allows the team to focus on specific areas of work during Phase 1B and coordinate necessary adjustments to meet the project budget.

These target areas include and are not limited to:

- Interim Housing
- Mechanical Systems
- Low Voltage Systems
- Electrical Systems
- Site Utilities
- Site Improvements

As the project progresses, more details are defined, and risks are reduced, project contingencies will be reduced. As part of the Phase 1B process, third-party validation efforts are included through OAC's project management team and their sub-consultants for estimating, architectural peer review, commissioning and building envelope review.

To successfully meet the overall project goals and budget the team needs to move to Phase 1B.

The total not to exceed (NTE) amount in the contract amendment for Phase 1B per Attachment 2:

Phase 1B NTE *	**$2,140,891.00**
Estimated Cost of the work	$2,080,891.00
Design Builder Lump Sum Fee	$57,231.00
Phase 1B Completion Date	December 29, 2020
Cost of Work Contingency	$ 50,000.00
Design Builder contingency	$ 10,000.00

* plus applicable WSST on NTE, estimated to be $222,653.00.

2. <u>Leadership in Energy and Environmental Design (LEED)</u>

Leadership in Energy and Environmental Design (LEED) certification was established by the U.S. Green Building Council (USGBC) to set standards for high-performance green buildings. LEED establishes building performance goals in the form of credits and awards points to gain certification levels of Certified,

Silver, Gold and Platinum.

Bothell Resolution 1241 (2009) requires "…all new municipal buildings over 1,000 gross square feet to meet the U.S. Green Building Council's LEED Silver rating level (or better) using the certification criteria at the time of the adoption of this resolution." When Resolution 1241 was adopted in August 2009, certification criteria was based upon LEED v3.

LEEDv4 criteria standard was adopted by the USGBC in November 2016. It is much more difficult to obtain a given certification level in LEED v4 than it was in LEED v3 due to a number of factors. Relevant to this project's achievement targets, LEED v4 made many of the performance thresholds more difficult to achieve and added many new requirements across all credit categories. The Design-Build team has done a high-level analysis of the proposed new Stations 42 and 45, as currently designed to meet 2018 Washington State Energy Code (WSEC), and is of the opinion that both stations would likely have achieved a Silver rating under LEED v3.

The base amount in the Phase 1B NTE was determined in accordance with Resolution 1241 to meet the intent of LEED v3 Silver by complying with the 2018 WSEC and implementing other sustainable strategies, without officially obtaining LEED certification.

The Design-Build team also identified measures necessary to achieve LEED v4 certification at the Silver level. The costs to implement LEED v4 level is anticipated to be beyond the amount budgeted for the Project (and beyond 5 percent cost of construction as noted in Resolution 1241 Section 5) and is therefore included as an alternate that would require funding outside of the bond proceeds.

Resolution Section 5 gives Council the option to: 1) implement all or some of the certification measures; and/or 2) delete or defer portions the building program, and/or 3) increase the project budget.

LEED v4 Silver may be added to the scope during future Phase 2 based on Council recommendation; however, it will require additional funds outside the bond measure per the estimate below.

Description	**Amount (estimated)**
LEED v4 Silver Total	**$1,490,000.00**
Fire Station 42	$894,000.00

Fire Station 45	$596,000.00

Direction on LEED will not change the total base not to exceed (NTE) amount for Phase 1B.

3. Percent for the Arts

Staff is requesting approval of $70,000 for art to be incorporated into this project. The proposed Percent for the Arts amount was determined in accordance the Design-Builder's 30 percent estimated cost of work amount for the above ground portion of construction consistent with Bothell Municipal Code (BMC) Chapter 3.75 and the City's Calculation Form.

In the City's typical design-bid-build projects, staff estimates the Percent for the Arts amount based on the awarded bid for the project. The final Percent for the Arts contribution is determined by actual construction costs at the end of the project. This amount can either be used for art within the project or transferred to the Public Arts Fund established in BMC 3.75.

Two aspects of this project make it different from the typical process contemplated in BMC 3.75: Design-Build method and bond funding. Since this project is Progressive Design-Build, there will be no bid process. Rather, the Design-Builder will determine the guaranteed maximum price during the contracted process. The bond funding for this project requires utilization of the Percent for the Arts funding within this project and no proceeds can be directed to the Public Arts Fund. The City-selected artist will work with the design team during Phase 1B to incorporate art into the project. Staff requests that Council approve the target budget estimated amount of $70,000 as the final amount for public art for the Project to provide certainty to the selected artist as well as the Design-Build team during Phase 1B.

FISCAL IMPACTS: The item is included in the Adopted 2019-2020 Budget, the budgeted value of $25,500,000 is sufficient to fund this item.

ATTACHMENTS:

Att-1. Phase 1A Report - Council Summary Package
(entire Phase 1A Report available: Will be provided electronically)
Att-2. Phase 1B Amendment
Att-3. Resolution 1241
Att-4. Progressive Design-Build Agreement No. 1910
Att-5. Supplement No. 1901-01

Att-6. Supplement No. 1901-02

RECOMMENDED ACTION:

Authorize the City Manager to:

1) Amend the Progressive Design Build Agreement with BNBuilders/Miller Hall Partnership, per Exhibit F1 in the amount not to exceed $2,140,891.00 plus applicable Washington State Sales Tax (estimated to be $222,653.00)

and

2) Approve interpretation of Resolution 1241 Section 5 to meet the intent of LEED v3 Silver without obtaining LEED certification.

and

3) Approve Percent for the Arts in the amount of $70,000.

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CITY OF BOTHELL
FIRE STATIONS 45 & 42 REPLACEMENT PROJECT

PHASE 1A REPORT

BNBuilders

Executive Summary

Phase 1A Report

INTRODUCTION

The Design-Build team is proud to present this Phase 1A Report to the City of Bothell. This report is the culmination of a collaborative team effort, bringing a higher level of reality to the Fire Stations Replacement Project.

Utilizing the Progressive Design-Build delivery model, BNB considers the "Team" to include anyone who helps this project be a success. Working alongside OAC Services, BNBuilders and Miller Hull Partnership have teamed up with a very experienced group of consultants and engineers to provide the wisdom and expertise needed. A key aspect of this project is the relationships we are building with the City, Fire Department, Public Works, Planning, Communications, etc.

We look forward to continued collaboration with this team to complete the project.

The Team:

- City of Bothell
- City of Bothell Fire Department
- OAC Services
- BNBuilders (Design Builder)
- Miller Hull Partnership (Architect)
- KPFF (Civil & Structural)
- Osborn Consulting (Landscape)
- ACCO and Notkin/P2S (DB Mechanical & Plumbing)
- Precision Electric and Case Engineering (DB Electrical & Low Voltage)
- Axis Survey and Mapping (Site Survey)
- Hart Crowser (Geotechnical)
- PBS (Hazardous Materials Survey)

PHASE 1A

Leveraging the Pre-Design Report and Initial Basis of Design (2018), Phase 1A was comprised of interrelated and concurrent activities, including the following:

- Validation of the pre-bond Pre-Design Report and Initial Basis of Design (IBOD) information, and recommendations including architectural program and project requirements.
- Investigation and validation of existing conditions
- Study of sustainable objectives
- Development of 30% Design for the Permanent Stations
- Development of Interim Housing Solutions
- Validation of Project Budget
- Development of a Target Schedule

VALIDATION OF PRE-BOND PRE-DESIGN REPORT AND INITIAL BASIS OF DESIGN (IBOD)

The Pre-Design Report and IBOD were developed in 2018 to document a general understanding of the project goals, program, conceptual solutions and a conceptual budget. The DB team's validation of these documents included the following:

- Working alongside the City and Fire Department to validate and further understand the architectural program and project requirements.
- Working to develop more details on how the Healthy-In/ Healthy-Out requirements and recommendations are implemented and how those solutions can support fire operations.
- Developing optimal solutions to maintain fire operations while constructing new stations.
- Developing the details and associated costs with all aspects of the project.

The DB team has made specific revisions to the IBOD in order to align the document with the scope of work. The IBOD will continue to evolve during Phase 1B.

For additional information, please reference Volume 2 – Revised Initial Basis of Design and Volume 3 – Drawings and Specifications.

EXISTING CONDITIONS

The team utilized a multi-faceted approach to investigate existing site conditions. Beginning with site visits and aerial maps, the team was able to get a good understanding of the existing conditions on site and inside the buildings. More detailed site investigations were completed included the following:

- Site Surveys (ALTA) of each site
- GIS Reviews
- Review of Historical Geotechnical Reports and other available data
- Geotechnical borings and reports were completed
- Additional site investigations of the existing vault/tank at FS 42
- Review of record documents and as-builts for each site
- Hazardous Materials Testing was completed for each site
- Discussions with City of Bothell, Alderwood and PSE to better understand utility services and conditions.

For additional information, please reference Volume 8 – Appendices.

SUSTAINABILITY

The team spent considerable time and effort to understand and develop effective solutions to achieve LEED Silver v4.0. A kickoff Eco-Charrette was held with the DB Team, OAC Services and the City to review the possibilities for each site. Subsequent workshops were held to find tune the achievable credits and the "maybe" credits. Other efforts to understand the sustainable goal of the project included:

- Site and area investigations for Location & Transportation credits
- Site investigations for Sustainable Sites credits
- Review of recommended plumbing fixtures, and possible rainwater harvesting for Water Efficiency credits
- The mechanical team completed energy models for each site to understand our baseline Energy and Atmosphere credits
- Review of early building architecture for materials, daylighting and views

To achieve LEED Silver, a project must obtain a minimum of 50 credits. During early design, it is customary for a project to carry additional credits (above 50) to ensure success (not all credits are approved by USGBC). Fire Station 45 is currently targeting 53 credits, Fire Station 42 is currently targeting 55 credits (based upon highest value, lowest cost for each station).

Due to the high potential cost to achieve LEED Silver under USGBC's 4.0 version, this report has allocated the incorporation of LEED Silver v4.0 as an "Add Alternate" within the parameters of City Resolution 1241, should additional funds be available to incorporate. Based upon target credits for each site, the DB team estimates the following approximate costs for each station:

Fire Station 42: $894,000.00

Fire Station 45: $596,000.00

The Revised IBOD includes additional information on sustainability including target LEED scorecards.

For additional information, please reference Volume 2 – Revised Initial Basis of Design and Volume 4 – Estimate (Budget Options Log).

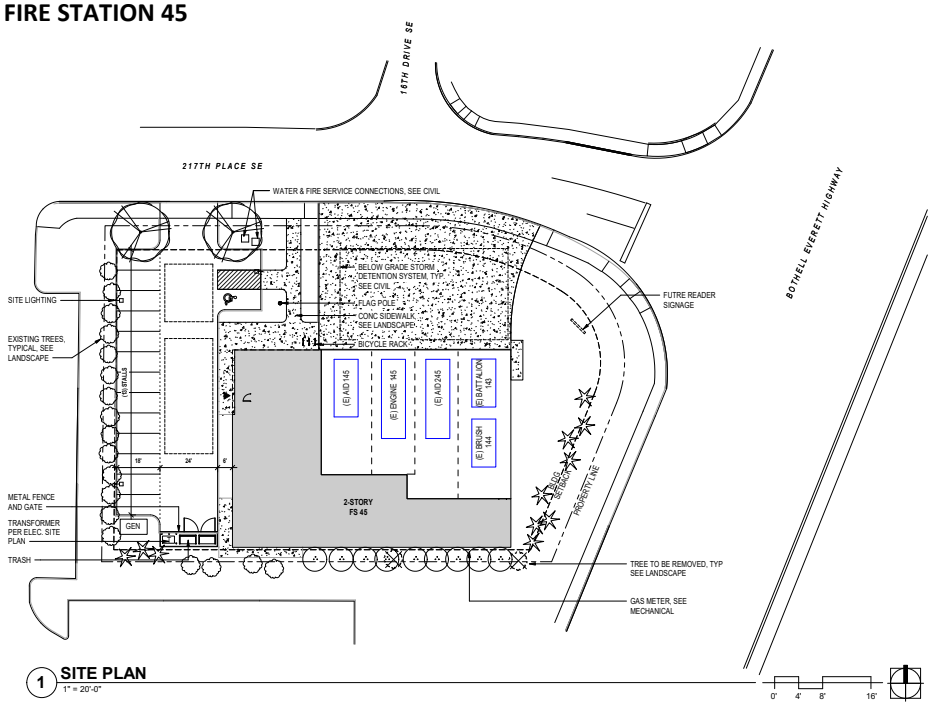
30% DESIGN

In addition to the Pre-Design and IBOD validation efforts, the team utilized a wide range of activities to develop 30% Design for the permanent fire stations. This included the following:

- Program feedback
- Case Study reviews of comparable fire station projects
- Site Visits of the existing stations and newer relevant stations
- Healthy-In/Health-Out workshop
- Iterative designs with collaborative feedback
- Mechanical workshops to understand project goals and review draft solutions
- Information Systems (IS) workshops and site visits to better understand existing systems and project goals.
- Civil and Landscape workshops to understand site opportunities and project goals.
- City Standards review

For additional information, please reference Volume 3 – Drawings. The following pages include current site plans and early conceptual imagery.

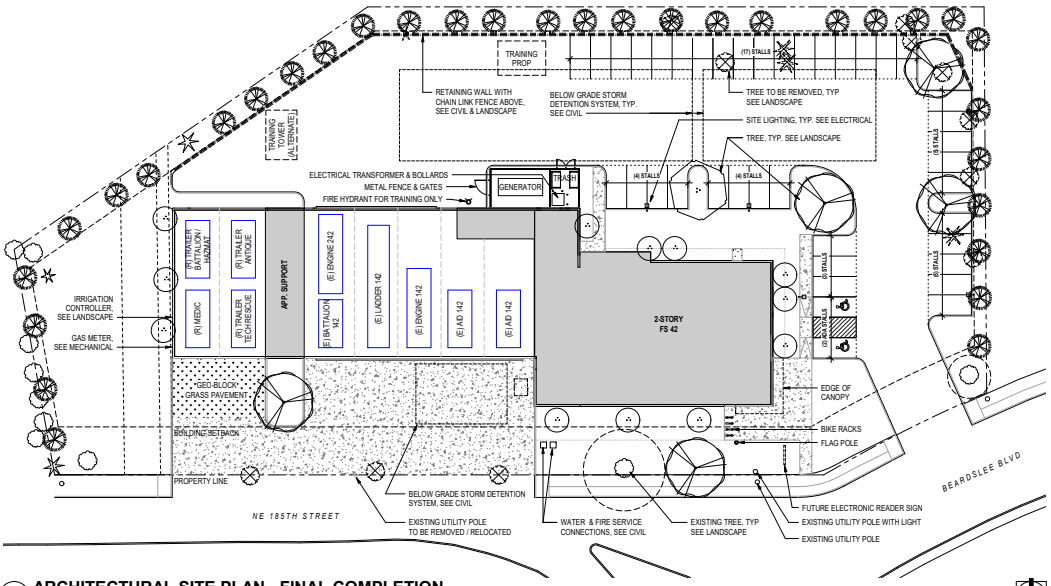
FIRE STATION 45



CONCEPTUAL SITE PLAN

CONCEPTUAL RENDERING

FIRE STATION 42



2 **ARCHITECTURAL SITE PLAN - FINAL COMPLETION**
1" = 20'-0"

CONCEPTUAL SITE PLAN

CONCEPTUAL RENDERING

INTERIM HOUSING

An area of work that was not included in the Pre-Design Report was how exactly new fire stations could be constructed while maintaining active fire operations. The team discussed, studied and reviewed dozens of options for each site. Options included everything from utilizing phased construction, to temporary relocations on empty sites, to utilizing existing space on other properties.

With budget, schedule and fire operations as our guide, the agreed upon strategy includes:

Fire Station 45

Interim Relocation of Fire Station 45 operations to Fire Station 44, including daytime, peak call responses based at the Bothell Operations Center.

Fire Station 42

Permanent relocation of Fire Department Administration to Bothell City Hall and subsequent phased construction.

Reference Volume 3 Drawings and Volume 6 Schedule (Construction logistics plans) for additional information.

PROJECT BUDGET

Phase 1A included extensive research, workshops and pricing to provide added detail for the complete project budget. The attached target budget is a snapshot in time, associated with 30% design, our current understanding of the scope of work and our target schedule. The team continues to hold appropriate contingencies for Design/ Estimating, Escalation, Construction and Owner. At this level of design, this target budget is in line with industry standards.

As we move into Phase 1B, the team will be evaluating budget options and continuing to right size the project to match the project budget of $35,500,000.00.

Reference Volume 4 Estimate for additional information.

TARGET SCHEDULE

Target schedule is a holistic review and planning effort to better understand the entire project, general activities, sequences, and durations. This project target schedule combines schedules to complete seven (7) projects. These include: Fire Station 45, Interim Fire Station 44, Bothell Operations Center, City Hall Tenant Improvement, Fire Station 42 Projects A, B, and C.

As Phase 1A progressed, the team worked through various iterations of sequencing and schedule. The original concept of constructing one station at a time proved to be a much longer duration with budget risks for escalation and general conditions.

The team studied various options to achieve a parallel construction path, and thus reducing the overall duration of the project. The team worked to fully understand the project needs, including:

- Design durations
- Design Milestone Reviews and Approvals
- GMP Review and approval
- Permitting Reviews and approvals
- Long Lead Items and General Procurement
- Interim Housing
- Permanent Construction
- Completion, Move In and Close Out

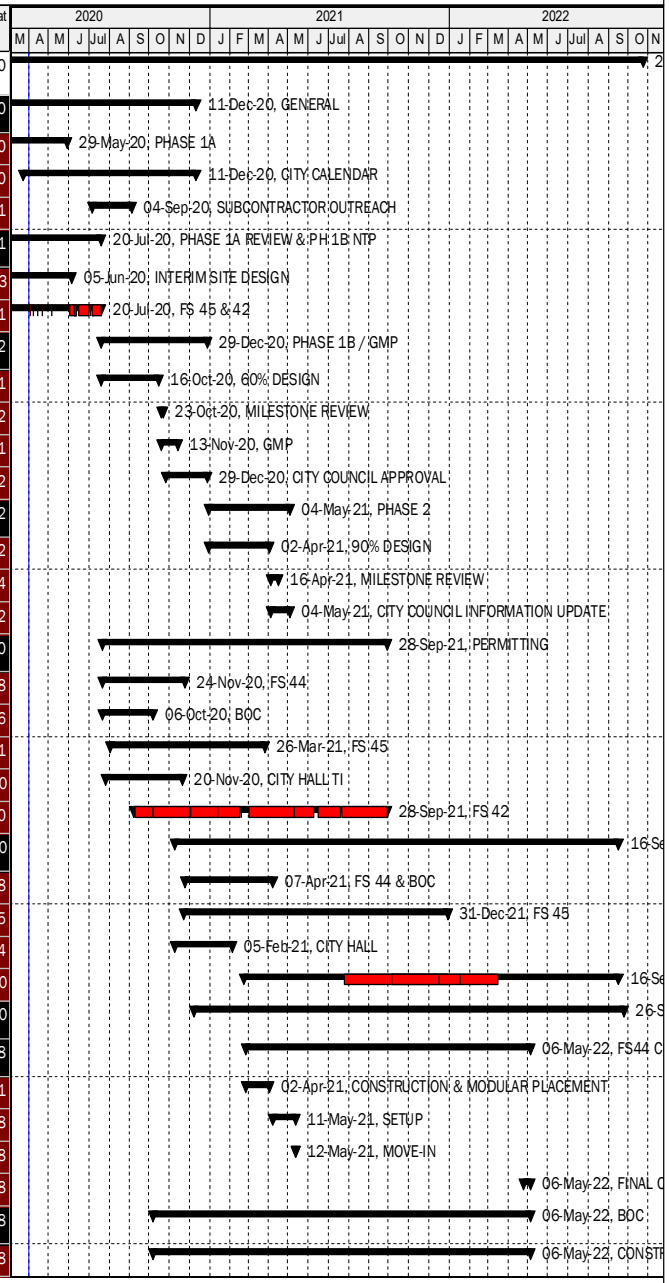
The team has worked to reduce the project schedule by several months and will continue to refine the schedule in Phase 1B, with a goal of further reduction.

Reference Volume 6 Schedule for more information. The following pages include the summary target schedule.

BNBUILDERS
2601 FOURTH AVENUE, SUITE 350
SEATTLE, WA 98121

COB FS 6-11-2020 DRAFT PRECONSTRUCTION SUMMARY SCHEDULE

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
	COB FS 6-11-2020 DRAFT PRECONSTRUCTION SUMMARY SCHEDULE	739	648	18-Nov-19 A	24-Oct-22	0
	GENERAL	269	178	18-Nov-19 A	11-Dec-20	470
	PHASE 1A	235	42	18-Nov-19 A	29-May-20	600
	CITY CALENDAR	178	127	23-Mar-20 A	11-Dec-20	470
	SUBCONTRACTOR OUTREACH	45	45	06-Jul-20	04-Sep-20	401
	PHASE 1A REVIEW & PH 1B NTP	82	77	18-Nov-19 A	20-Jul-20	571
	INTERIM SITE DESIGN	82	47	13-Feb-20 A	05-Jun-20	33
	FS 45 & 42	77	76	18-Nov-19 A	20-Jul-20	571
	PHASE 1B / GMP	113	113	20-Jul-20	29-Dec-20	372
	60% DESIGN	64	64	20-Jul-20	16-Oct-20	371
	MILESTONE REVIEW	5	5	19-Oct-20	23-Oct-20	372
	GMP	20	20	19-Oct-20	13-Nov-20	391
	CITY COUNCIL APPROVAL	44	44	26-Oct-20	29-Dec-20	372
	PHASE 2	87	87	30-Dec-20	04-May-21	372
	90% DESIGN	65	65	30-Dec-20	02-Apr-21	372
	MILESTONE REVIEW	10	10	05-Apr-21	16-Apr-21	384
	CITY COUNCIL INFORMATION UPDATE	22	22	05-Apr-21	04-May-21	372
	PERMITTING	301	301	21-Jul-20	28-Sep-21	270
	FS 44	90	90	21-Jul-20	24-Nov-20	118
	BOC	55	55	21-Jul-20	06-Oct-20	216
	FS 45	163	163	03-Aug-20	26-Mar-21	151
	CITY HALL TI	84	84	27-Jul-20	20-Nov-20	20
	FS 42	267	267	08-Sep-20	28-Sep-21	270
	PROCUREMENT	467	467	09-Nov-20	16-Sep-22	20
	FS 44 & BOC	90	90	25-Nov-20	07-Apr-21	118
	FS 45	278	278	23-Nov-20	31-Dec-21	185
	CITY HALL	60	60	09-Nov-20	05-Feb-21	4
	FS 42	398	398	22-Feb-21	16-Sep-22	20
	MILESTONES	453	453	09-Dec-20	26-Sep-22	20
	FS44 CONSTRUCTION	303	303	25-Feb-21	06-May-22	118
	CONSTRUCTION & MODULAR PLACEMENT	27	27	25-Feb-21	02-Apr-21	121
	SETUP	24	24	08-Apr-21	11-May-21	118
	MOVE-IN	1	1	12-May-21	12-May-21	118
	FINAL CLEAN	10	10	25-Apr-22	06-May-22	118
	BOC	398	398	07-Oct-20	06-May-22	118
	CONSTRUCTION	398	398	07-Oct-20	06-May-22	118



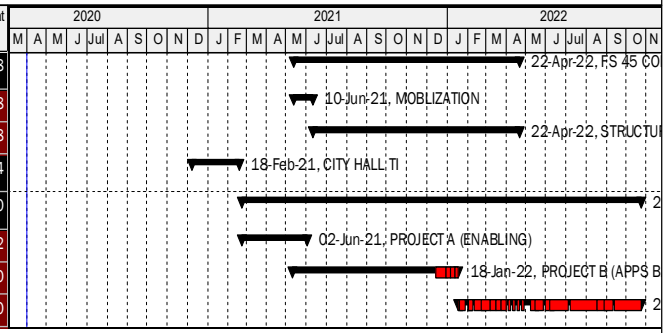
Remaining Level of Effort | Actual Work | Critical Remaining Work | Summary
Actual Level of Effort | Remaining Work | Milestone

PRINTED: 15-Jun-20
DATA DATE: 01-Apr-20

BNBUILDERS
2601 FOURTH AVENUE, SUITE 350
SEATTLE, WA 98121

COB FS 6-11-2020 DRAFT PRECONSTRUCTION SUMMARY SCHEDULE

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
	FS 45 CONSTRUCTION	238	238	13-May-21	22-Apr-22	118
	MOBLIZATION	20	20	13-May-21	10-Jun-21	118
	STRUCTURE	218	218	11-Jun-21	22-Apr-22	118
	CITY HALL TI	48	48	09-Dec-20	18-Feb-21	4
	FS 42 CONSTRUCTION	424	424	22-Feb-21	24-Oct-22	0
	PROJECT A (ENABLING)	72	72	22-Feb-21	02-Jun-21	352
	PROJECT B (APPS BAYS)	174	174	10-May-21	18-Jan-22	0
	PROJECT C (CREW)	195	195	19-Jan-22	24-Oct-22	0



Remaining Level of Effort | Actual Work | Critical Remaining Work | Summary
Actual Level of Effort | Remaining Work | Milestone

PRINTED: 15-Jun-20
DATA DATE: 01-Apr-20

NEXT STEPS

Phase 1A was a big step to provide clarity of scope, target costs and target schedule. The next step is Phase 1B and the Guaranteed Maximum Price (GMP). Per our schedule, this team will utilize the next 4-5 months to further understand and resolve the scope of work, project risks, interim housing and begin permitting the work. This next phase will bring the project to 60% Design.

EXHIBIT F1 FORM OF PHASE 1B AMENDMENT
City of Bothell
Fire Station 42 and 45 Replacement

Unless the parties agree in writing otherwise, the Phase 1B Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.2.3 of the Agreement, this Phase 1B Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Phase 1B Amendment conflict with the Agreement, the terms in this Phase 1B Amendment shall govern.

2. The Design-Builder has submitted to Owner the Phase 1A Report pursuant to Section 6.6.1.7 of the Agreement.

3. The Owner has reviewed the Phase 1A Report, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.7 of the Agreement, and the Owner has accepted the Phase 1A Report as reconciled. The conformed, reconciled Phase 1A Report is attached to this Phase 1B Amendment at Exhibit A and is incorporated as if fully set forth herein.

4. The Owner has decided to exercise its option to enter into Phase 1B of the Agreement pursuant to Section 6.6.1.7.b of the Agreement.

5. Consistent with the Phase 1A Report, the parties hereby establish the following Commercial Terms:

Phase 1B Not to Exceed Amount	$2,140,891
Estimated Cost of the Work	$2,080,891
Design-Builder's Lump Sum Fee	$57,231
Phase 1B Completion Date	December 29, 2020
Cost of the Work Contingency (Section 6.4.4.1.a)	$50,000
Design-Builder's Contingency (Section 6.4.4.1.b)	$10,000

6. Other Commercial Terms are set forth pursuant to the following Exhibits:

   a. Allowances as set forth in Section 6.4.1 of the Agreement are set forth and described in Exhibit B.

   b. Not to Exceed Sums as set forth in Section 6.4.2 of the Agreement (with the exception of the Phase 1B Not to Exceed Amount set forth above) are set forth and described in Exhibit C.

   c. Lump Sums as set forth in Section 6.4.3 of the Agreement (with the exception of the Design-Builder's Lump Sum Fee set forth above) are set forth and described in Exhibit D.

   d. Contingencies as set forth in Section 6.4.4 of the Agreement are set forth above and described in Exhibit E.

   e. [Insert any other Commercial Terms]

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Phase 1B Not to Exceed Amount set forth above.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

CITY OF BOTHELL

By _____

_____

Its City Manager

Date: _____

ATTEST:

_____
City Clerk

APPROVED FOR FORM:

_____
City Attorney

DESIGN-BUILDER

_____
Name of Design-Builder

By _____

Its _____

Date: _____

DESIGN-BUILDER'S ADDRESS AND PHONE:

_____

_____

BNBuilders & Miller Hull Partnership

Phase 1B ONLY

	Phase 1B/GMP	Phase 2		Firm	
Project/PreConstruction Management	$80,218			BNB	*FS 45*
Estimated Reimbursables	$11,776			BNB	*Drawings/ Reproductions Online Document(s) Hosting Misc Office Supplies Computer(s), Phone(s), Vehicle(s) Gas, Vehicle Maintenance Postage, Messenger*
	$120,326			BNB	*FS 42*
	$17,664			BNB	*Drawings/ Reproductions Online Document(s) Hosting Misc Office Supplies Computer(s), Phone(s), Vehicle(s) Gas, Vehicle Maintenance Postage, Messenger*
Site Survey	$0			Axis	*No assumed work.*
Geotechnical	$5,000			HartCrowser	*FS 42*
Ground Penetrating Radar, Utility Location, Pot Holing, Patch Back	$2,000				*FS 45*
	$3,000				*FS 42*
Hazardous Materials Survey/Testing	$10,000				*FS 45*
	$15,000				*FS 42. Need good faith report for CH TI*
Fire Hydrant Flow Testing	$2,000				*FS 45: Alderwood*
	$3,000				*FS 42: CoB*
Mechanical/Plumbing DB	$39,004	$25,162		Notkin/P2S/ACCO	*FS 45 (FS 44, BOC, 45):*
	$43,474	$27,072			*FS 42 (A, B, C):*
Electrical (Power, Lighting, FA, LV) DB	$61,943	$29,976	$40,000	Precision/Case	*FS 45 (FS 44, BOC, 45):*
	$92,915	$44,963			*FS 42 (A, B, C):*
Fire Protection (Fire Sprinklers) DB	$4,000				*FS 45*
	$6,000				*FS 42 (A, B, C)*
Permit(s)				BNB	
44 (Pre-App, Grading, Bldg, Modular)	$13,000				
BOC (Pre-App, Grading)	$6,000				
45 (Pre-App, Site Plan)	$35,000				
CH TI (Pre-App, CoU, Bldg)	$30,000				
42 (PreApp, Site Plan)	$45,000				
42A (Enabling - Bldg Permit)	$20,000				
Phase 1B Allowance	$20,000				*FS 45: Misc unforeseen PreConstruction items, inluding Covid Sign Ins, Contact Tracing, Temperature Screening, etc…*
Phase 1B Allowance	$30,000				*FS 42: Misc unforeseen PreConstruction items, inluding Covid Sign Ins, Contact Tracing, Temperature Screening, etc…*

	Phase 1B/GMP	Estimated Phase 2	Estimated CA	Firm	
Architecture, Interiors, Code, etc…	$152,009	$127,452	$216,977	MHP	*FS 45 (FS 44, BOC, 45):*
Mark Ups (10%)	$10,369	$8,777	$4,839	MHP	
Architecture, Interiors, Code, etc…	$228,013	$191,179	$325,464	MHP	*FS 42 (A, B, C):*
Mark Ups (10%)	$9,700	$8,910	$5,800	MHP	
Acoustics	$4,000				*FS 45: Acoustic Recommendations*
Acoustics	$6,000				*FS 42: Acoustic Recommendations*
Civil	$74,400	$49,600	$12,000	KPFF	*FS 45 (FS 44, BOC, 45):*
	$56,400	$37,600	$9,000	KPFF	*FS 42 (A, B, C):*
Landscape	$8,889	$14,667	$15,389	Osborn	*FS 45*
	$10,000	$16,500	$17,500	Osborn	*FS 42*
Structure	$20,400	$23,500	$21,000	KPFF	*FS 45 (FS 44, BOC, 45):*
	$30,600	$35,000	$31,500	KPFF	*FS 42 (A, B, C):*

	Phase 1B/GMP	Phase 2		Firm	
Subtotal 45	$284,941	$127,173	$40,000		
Subtotal 42	$431,379				
Subtotal Both Stations	**$1,327,100**	**$640,358**	**$699,469**		
GLI (1.0%)	$13,271	$6,404	$6,995		
B&O Taxes (0.471%)	$6,251	$3,016	$3,294		
DB Fee (4.25%)	$57,231	$27,616	$30,165		
Performance & Payment Bond	$14,039	$6,774	$7,399		
Long Lead Items & Construction	**$663,000**				*See Tab For Detail*
Builders Risk	$0				*BNB Installation Floater for Phase 1B*
Total	$2,080,891	$684,167	$747,322		
DB Contingency	$10,000				*City Directed Per Contract, No Fee*
Cost of Work Contingency	$50,000				*City Directed Per Contract, inclusive of DB Fees*
Grand Total	**$2,140,891**	**$684,167**	**$747,322**		

	Phase 1B/GMP	Estimated Phase 2	Estimated CA	Firm	
Subtotal 45	$270,067	$223,996	$270,205		
Subtotal 42	$340,713	$289,189	$389,264		

*** Sales Tax is excluded.*

BNBuilders & Miller Hull Partnership

Phase 1B ONLY

	Phase 1B/GMP	Estimated Phase 2	Firm	
Long Lead Items & Procurement			BNB	
Modular (FS 44 & 42)	$50,000			*Deposit: To get moving with Drawings, engineering*
Two (2) Aid Vehicle Tents (FS 44)	$15,000			
FF&E (CH TI)	$25,000			*Systems Furniture*
BOC (Grading, Curbs, Paving, Light Pole)	$135,000			*Including DB Fee. See Estimate Detail*
CH TI	$241,000			*Including DB Fee. See Estimate Detail*
Construction Soft Costs (Phase 1B ONLY)			BNB	
BOC	$79,000			*BOC*
CH TI	$118,000			*CH TI*
Subtotal	$663,000	$0		
Total Both Columns	**$663,000**	**$0**		

	Phase 1B/GMP	Estimated Phase 2	Firm	
Subtotal	$0	$0		

BNBuilders

PRECONSTRUCTION SERVICES
WORK PLAN

PROJECT: CITY OF BOTHELL FIRE STATIONS 42 AND 45
OWNER: CITY OF BOTHELL

ESTIMATE TYPE: **WORK PLAN**
ISSUE DATE: **6/10/2020**

Phase 1B	START	END	HRS	WRK DAY	CAL DAY	WEEKS	MONTHS
Duration in Hours is based on 8hrs/day for a standard 5 day work-week.	07/21/20	12/14/20	840.00	105.00	147.00	21.00	4.85

ITEM DESCRIPTION	QUANTITY	UNIT OF MAESURE	PROJECT EXECUTIVE Philipovich	SR PROJECT MANAGER Urbas	DESIGN MANAGER Toomey	SUPT Steinbacher	CHIEF ESTIMATOR Herzog	ESTIMATOR/ ENGINEER TBD	SENIOR SCHEDULER Whipple	BIM MANAGER TBD	ACCOUNTING TBD	TOTALS
PROJECT MEETINGS (O/A/C - BI-WEEKLY)	11	wk	22	44	44		11					121
												-
ESTIMATING												
Bi-Weekly Updates / Value Analysis	16	wks	8	12	32		96	48				196
Alternates/ Value Adds	16	wks	4	8	32		32					76
												-
												-
PHASE 1B REPORT & GMP SUBMITTAL												-
Finalize Subcontractor Procurement Plan	1	ea	2	16	8		8					34
Finalize Project Schedule	1	ea	4	8	16	24			8			60
Finalize Phasing/Staging	1	ea		8	16	24	2		4			54
Finalize Permitting Plan	1	ea	2	4	16				4			26
Finalize Job Site Hazard Analysis	1	ea				16						16
Finalize Small Business Participation/Outreach Plan	1	ea	2	16	8							26
Finalize QA/QC Plan	1	ea		16	8	8						32
Final Basis of Design Docs	1	ea	4	8	8	8	8					36
Develop 60% Design Package	1	ea	4	10	80		10					104
Finalize Interim Facilites Package	1	ea.		8	36							44
Project Manual/Specifications	1	ea.		8	36							44
PHASE 1B MANAGEMENT												
Verificaiton of A&E assumptions and calculations												-
Verificaiton of actual site conditions												-
Verification of Site Surveys + Sub												-
Review and assess legal and regulatory rules												-
Validation of assumptions - budget, schedule, etc.												-
HazMat Survey + Sub				8								8
Soils sampling, testing and analysis												-
Subsurface investigation												-
Program Refinement												-
Temporary Facilities Program Development												-
Constructability Reviews	2	ea		16	16	16						48
Ongoing Schedule Updates	21	wks				32			21			53
Ongoing Site Logistics Updates	21	wks				16						16
Ongoing Procurement Management	21	wks		21			8	10				39
Community Review Board Review	1	ea	4	8	16							28
Operations and Maintenance Review/ Coordination	2	ea		8	12							20
Team Collaboration Meetings (Weekly 8 hrs)	16	ea	20	48	96	16	32			32		244
Ongoing Consultant Collaboration	1	ea	2	32	60					16		110
Community Relations	21	wks	4	12	8	12						36
Apprenticeship Utilization Planning	1	ea		8								8
PHASE 1B PERMITTING												
Ongoing Permitting Management	21	wks	8	16	53	8			8			92
FS44 Pre-Application Mtg	21	wks										-
FS 44 Permits	21	wks										-
BOC Pre-Application Mtg	21	wks										-
BOC Permits	21	wks										-
FS 45 Pre-Application Mtg	21	wks										-
FS 45 Site Plan Review	21	wks										-
FS 45 Demolition & Grading Permits	21	wks										-
City Hall TI Pre-Application Mtg	21	wks										-
City Hall Permits	21	wks										-
FS 42A Pre-Application Mtg	21	wks										-
FS 42A Permits	21	wks										-
FS 42BC Site Plan Review	21	wks										-
FS 42BC Demolition & Grading Permits	21	wks										-
PHASE 1B PROCUREMENT												
Interim Modular(s)	1	ea	2	20	24	8	4	8				66
Interim Aid Tents	2	ea		8								
FF&E (City Hall)	21	wks		32	42		8	4				86
DF&H (City Hall)	1	ea		8								
BOC Site Work	1	ea				16		8				
Accounting Support	16	ea									60	60

BNBuilders

PRECONSTRUCTION SERVICES
WORK PLAN

PROJECT: CITY OF BOTHELL FIRE STATIONS 42 AND 45
OWNER: CITY OF BOTHELL

ESTIMATE TYPE: **WORK PLAN**
ISSUE DATE: **6/10/2020**

PERSONNEL HOURS	70	366	623	203	208	78	45	48	60	1782
PERSONNEL COMMITMENT (% of Duration)	8.33%	43.60%	74.11%	24.20%	24.76%	9.29%	5.36%	5.71%	7.14%	
STAFF BILLING RATE ($/hr)	$ 160.23	$ 117.18	$ 111.63	$ 114.31	$ 153.51	$ 84.76	$ 109.90	$ 116.22	$ 77.04	
TOTAL LABOR COST	$ 11,216	$ 42,917	$ 69,490	$ 23,234	$ 31,930	$ 6,611	$ 4,946	$ 5,579	$ 4,622	$ 200,544

NOTES:

ESTIMATED REIMBURSABLES	QTY	U/M	$/UNIT	TOTAL
Drawings / Reproduction (Not Main Drawings)	5	MO	$ 225.00	$ 1,091
Builders Exchange (BXWA) Online Documents	5	MO	$ 65.00	$ 315
Miscellaneous Office Supplies	5	MO	$ 185.00	$ 897
PC/Phone/Vehicles	5	MO	$ 4,219.00	$ 21,095
Gas/Vehicle Maint	5	MO	$ 1,087.00	$ 5,435
Subconsultants (See Attached Proposal, If Any)	1	LS		$ -
Postage / Messenger	5	MO	$ 125.00	$ 606
TOTAL ESTIMATED REIMBURSABLES				$ 29,440

B&O TAXES	0.000%	$ -
CONTRACTOR INSURANCES	0.000%	$ -
CONTRACTORS FEE	0.000%	$ -
SUBTOTAL - INDIRECTS		$ -
PHASE 1A TOTAL		$ 229,984

One Percent Art Fund Calculation
Firestation 42 & 45 - DRAFT
Updated: June 15, 2020

Step 1: Determine the ratio of Construction Cost to Total Construction Cost so that it can be applied to the total grant funds received to estimate the amount of grant funds received just for the Construction Contract

Direct Construction Costs	$	18,485,339	Per Phase 1A Report and target estimate. Will be revised with Phase 1B.
Total Contract Cost	$	35,500,000	Bond amount
Direct Cost to Contract Cost Ratio:		52.1%	

Step 2: Apply the ratio above as necessary to obtain a Local Fund Ratio

Funding from Others To Apply as Ratio	**Portion Of Grant Funding Construction Contract Only**	**Total Grant**	**Notes**
Developer Contributions	$ -	$ -	
TIB	$ -	$ -	
	$ -		
Grant Ratio:	0.0%		
Local Fund Ratio:	100.0%		

Step 3: List all Excluded Costs and obtain a total to be excluded (Note that it does not matter if grants or utilities paid for these costs since they are excluded from the 1% Arts calculation)

Excluded Costs			**Notes**
A10 Foundation	$	863,225	
F10 Special Construction	$	605,154	
F20 Demolition	$	207,302	
G10 Site Preparation	$	807,715	
G20 Site Improvements	$	961,854	
G30 Underground Utilities	$	1,136,763	
G40 Site Electrical	$	451,300	
IS	$	500,000	See Technology Budget (Exec Summ)
Soil testing	$	61,000	Geotech Services
Haz Mat Survey & Remediation	$	50,000	
Interim Stations	$	1,217,250	Direct Cost Allowance
Z10, Z20 Site Management and Temp Site Serv	$	4,623,776	
Total Excluded Costs:	$	11,485,339	

Step 4: Subtract Excluded Costs from Contract Amount, multiply Subtotal by Local Fund Ratio, then multiply by 1% to get Arts Contribution

Final Calculations			
Total Contract Amount:	$	18,485,339	
Minus Excluded Costs:	$	(11,485,339)	
Subtotal	$	7,000,000	
Apply Local Fund Ratio to Get Eligible Costs:	$	7,000,000	
1% Arts Contribution:	**$**	**70,000**	*Amount will varry as project progresses*

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PHASE 1B AMENDMENT
City of Bothell
Fire Station 42 and 45 Replacement

Phase 1B Amendment shall be as follows:

1. Pursuant to Section 6.2.3 of the Agreement, this Phase 1B Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Phase 1B Amendment conflict with the Agreement, the terms in this Phase 1B Amendment shall govern.

2. The Design-Builder has submitted to Owner the Phase 1A Report.

3. The Owner has reviewed the Phase 1A Report and conditionally accepts the report pending further reconciliation during Phase 1B. The Phase 1A Report is attached to this Phase 1B Amendment as Exhibit A.

4. The Owner has decided to exercise its option to enter into Phase 1B of the Agreement pursuant to Section 6.6.1.7.b of the Agreement.

5. Consistent with the Phase 1A Report, the parties hereby establish the following Commercial Terms:

Phase 1B Not to Exceed Amount	$2,140,891
Estimated Cost of the Work	$2,080,891
Design-Builder's Lump Sum Fee	$57,231
Phase 1B Completion Date	December 29, 2020
Cost of the Work Contingency (Section 6.4.4.1.a)	$50,000
Design-Builder's Contingency (Section 6.4.4.1.b)	$10,000

6. Other Commercial Terms are set forth pursuant to the following per Exhibit A - 5.0 Phase 1B Proposal:

   a. Allowances as set forth in Section 6.4.1 of the Agreement are set forth and described in Exhibit B.

   b. Contingencies as set forth in Section 6.4.4 of the Agreement are set forth above and described in Exhibit B.

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Phase 1B Not to Exceed Amount set forth above.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

CITY OF BOTHELL

By _____

_____

Its City Manager

Date: _____

ATTEST:

_____
City Clerk

APPROVED FOR FORM:

_____
City Attorney

DESIGN-BUILDER

_____
BNBuilders

By _____

Its _____

Date: _____

DESIGN-BUILDER'S ADDRESS AND PHONE:

2601 4th Ave #350, Seattle, WA 98121

(206) 382-3443

RESOLUTION NO. 1241 (2009)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON, AMENDING RESOLUTION NO. 1233 (2009) ESTABLISHING A REQUIREMENT THAT ALL NEW MUNICIPAL BUILDINGS OVER 1,000 SQUARE FEET BE CERTIFIED LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) SILVER OR BETTER

WHEREAS, in the United States alone, buildings account for 65 percent of electricity consumption, 36 percent of energy use, 30 percent of all carbon dioxide (CO_2) emissions, 30 percent of raw materials use, 30 percent of waste output (136 million tons annually), and 12 percent of potable water consumption; and

WHEREAS, Americans spend 90 percent of their time indoor working, learning, playing and spending time with friends and families; and

WHEREAS, the City of Bothell has a responsibility to serve as a model for carbon (CO_2) reduction and energy independence and, in accordance with its Resolution adopted by the City Council in June 2008, demonstrating the City's commitment to setting an example for carbon reduction in Bothell; and

WHEREAS, the City of Bothell is authorized to build municipal buildings and facilities; and

WHEREAS, adopting Green Building practices will provide environmental benefits to the City by enhancing and protecting ecosystems and biodiversity, improving air and water, reducing solid waste, conserving natural resources; and

WHEREAS, adopting Green Building practices will create economic benefits by reducing operating costs, enhancing asset value and profits, and optimizing life-cycle economic performance; and

WHEREAS, adopting Green Building practices will provide community benefits by improving air, thermal, and acoustic environments, enhancing occupant comfort and health, minimizing strain on local infrastructure, and contributing to overall quality of life; and

WHEREAS, LEED (Leadership in Energy and Environmental Design) certification is a defined standard and certification system created by the U.S. Green

Building Council (USGBC) to develop a process to set standards for high-performance green buildings, based on well-founded scientific standards, accepted principles and best practices; and

WHEREAS, LEED encourages an integrated design process and establishes performance goals in the form of credits for sustainable site development, water savings, energy efficiency, materials selection, indoor environmental quality, process, and innovation; and

WHEREAS, LEED points are awarded for credits achieved, and 40 percent of these points must be achieved to gain certification, which includes four progressive levels: Certified, Silver, Gold and Platinum; and

WHEREAS, LEED Certification and Green Building practices are recommended and programs are in use by cities (e.g., City of Seattle, City of Issaquah) and agencies (e.g., Washington State, King County, U.S. Green Building Council) practicing climate protection measures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City shall require all new municipal buildings over 1,000 gross square feet to meet the U.S. Green Building Council's LEED Silver rating level (or better) using the certification criteria at the time of the adoption of this resolution.

Section 2. Municipal buildings less than 1,000 square feet, typically unoccupied, are exempt from LEED Silver standards.

Section 3. Projects exempt from this policy will complete a LEED checklist to assess any sustainable design techniques.

Section 4. The City shall use a full-cost accounting process to evaluate the cost of improvements, including an analysis of costs for the building's full lifespan-including its eventual disposal.

Section 5. If after identifying the measures necessary to receive a "silver" certification, the electrical and natural gas consumption reduction measures have an energy savings rate of return of more than 20 years or these energy savings measures add more than 5% to the cost of the construction of the building, the staff shall report to the City Council the specific LEED measures necessary to obtain the "silver" certification and the items of equal value that would need to be deleted or deferred from the building project. The City Council could then decide whether to: 1)

implement all or some the certification measures; and/or 2) delete or defer portions of the building program; and/or 3) increase the project budget.

Section 6. Resolution No. 1233 (2009) which established a requirement that all new municipal buildings over 1,000 square feet be certified Leadership in Energy and Environmental Design (LEED) Silver or better is amended as provided herein.

Section 7. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

ADOPTED this 1st day of September, 2009.

APPROVED:

MARK LAMB
MAYOR

ATTEST/AUTHENTICATED:

JOANNE TRUDEL
CITY CLERK

FILED WITH THE CITY CLERK: August 25, 2009
PASSED BY THE CITY COUNCIL: September 1, 2009
RESOLUTION NO. 1241 (2009)

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CoB #1910

DBIA
DESIGN-BUILD
INSTITUTE OF AMERICA

PROGRESSIVE DESIGN-BUILD AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - COST PLUS FEE WITH A GUARANTEED MAXIMUM PRICE

Note: This document has been modified from the DBIA Form. A redlined copy will be provided upon request.

Document No. 530
Second Edition 2010

Washington, DC

DBIA
DESIGN-BUILD
INSTITUTE OF AMERICA

TABLE OF CONTENTS

DBIA

DESIGN-BUILD
INSTITUTE OF AMERICA

Progressive Design-Build Agreement Between Owner and Design-Builder – Cost Plus Fee with a Guaranteed Maximum Price

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

This **AGREEMENT** is made as of the _____day of November in the year of 2019, by and between the following parties, for services in connection with the Project identified below:

OWNER:

(Name and address)

City of Bothell
18415 101st Ave NE
Bothell, WA 98011

DESIGN-BUILDER:

(Name and address)
BN Builders
2601 4th Ave #350,
Seattle, WA 98121

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Fire Stations 42 and 45 Replacement

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

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition, as amended) ("General Conditions of Contract"), including but not limited to the GMP Amendment in accordance with Section 6.6.2 herein, provided such Amendment is executed between the parties, the most recent documents governing over previous documents;

2.1.2 This Agreement, including all exhibits but excluding the GMP Amendment:

.1	Exhibit A:	Insurance Requirements;
.2	Exhibit B	B1 Form of Performance Bond
		B2 Form of Payment Bond
.3	Exhibit C:	Phase 1 and 2 Scope of Services
.4	Exhibit D:	D1 Initial Basis of Design Documents
		D2 Pre-design Report
.5	Exhibit E:	E1 Preconstruction Work Plan
		E2 Phase 1A Level of Effort
		E3 Hourly Rates
.6	Exhibit F:	F1 Form Phase 1B Amendment
		F2 From GMP Amendment
.7	Exhibit G:	G1 Phase 1 Change Order Form
		G2 Phase 2 Change Order Form
.8	Exhibit H:	Travel Reimbursement Policy

2.1.3 The General Conditions of Contract; and

2.1.4 Interim Design Submissions, the Design Log, and Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract, the most recent approved documents governing over previously approved documents.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Initial Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement or after the parties' execution of the GMP Amendment, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If the Initial Basis of Design Documents contain design or prescriptive specifications, the Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design or prescriptive specifications and their compatibility with other information set forth in the Initial Basis of Design Documents, including any performance specifications, for the purposes of developing Phase 1A Not to Exceed Amount and the Design-Builder's Fee Percentage. However, Design-Builder is required to perform an independent evaluation of such design or prescriptive specifications to verify the information provided by the Owner during Phase 1A. Further, regardless of the inclusion of design or prescriptive specifications or criteria, Design-Builder shall remain responsible for meeting the performance requirements of the Project, including but not limited to the requirements that the Project meet the Initial and Final Basis of Design Documents as well as all applicable Legal Requirements. Provided Design-Builder complies with other requirements set forth in this Agreement such as those regarding notice of claims to Owner and identification of differing site conditions, Design-Builder shall be entitled to an adjustment in Phase 1A Not to Exceed Amount and/or the Design-Builder's Fee Percentage, but only to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design or prescriptive specifications that are inconsistent with meeting the performance requirements or scope of Work has been modified by Owner.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's use of service of the Project; and (b) transfers all ownership and property interests, including but not limited to any

intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of engineering design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner shall not be required to pay Design-Builder additional compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 1 ("Phase 1 Date of Commencement") and ten (10) days of Design-Builder receipt of Owner's Notice to Proceed for Phase 2 ("Phase 2 Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion, and Final Completion.

5.2.1 The Design-Builder shall establish a Scheduled Substantial Completion Date for the entire project as part of Phase 1 Deliverables ("Scheduled Substantial Completion Date").

5.2.2 The Owner and Design-Builder shall establish Interim Milestone Dates for the achievement of Substantial Completion of each station as part of Phase 1 Deliverables ("Scheduled Interim Milestone Dates").

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.12 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion associated with any Interim Milestone Date is not attained by the Scheduled Interim Milestone Dates, Owner will suffer damages which are difficult to determine and accurately specify. Therefore, the parties shall establish a liquidated damages rate in Phase 1A for each day that Substantial Completion extends beyond any Scheduled Interim Milestone Date. Each station will have its own liquidated damages rate.

The liquidated damages amounts agreed to by the parties shall be cumulative and shall be calculated based on each station and/or the entire project. By way of example, if Design-Builder fails to achieve Substantial Completion for one of the stations by the Scheduled Interim Milestone Date for that substation, the Design-Builder shall pay the liquidated damages amount set forth above. If Design-Builder fails to achieve Substantial Completion for both stations, then the liquidated damages amount set forth above shall be assessed for each substation and multiplied by 2 until such time Substantial Completion is achieved for each station, as applicable. As each station achieves Substantial Completion, the amount of Liquidated Damages assessed shall be reduced by the Liquidated Damages associated with that station.

5.5 Any liquidated damages assessed pursuant to this Agreement for delay damages shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Subject to the provisions of the Contract Documents, the Owner shall pay Design Builder for each Phase of the Project in accordance with Section 6.6 of the Agreement. Design Builder's Compensation shall be subject to Phase 1A NTE, the Phase 1 NTE, and the GMP, as applicable, and Phase 1A NTE, the Phase 1 NTE, and the GMP, as applicable, shall be the maximum amount that the Design Builder may be compensated for the applicable Contract Phase, as amended pursuant to this Contract. The maximum amount that the Design Builder may be compensated pursuant to this Agreement for any given phase shall also be referred to as the Contract Price ("Contract Price"). The elements of the Design Builder's Compensation, subject to the Contract Price are set forth herein. If the sum of the Design-Builder's Compensation is less than Phase 1A NTE, the Phase 1 NTE, and/or the GMP, the savings shall go to the Owner.

6.2 Design-Builder's Fee Percentage and Lump Sum Fee.

6.2.1 Design-Builder's Fee Percentage shall be:

Four point two five percent (4.25%). During Phase 1A, the Design-Builder's Fee Percentage shall be calculated as a percentage of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below. However, the Design-Builder shall not receive the Design-Builder's Fee Percentage on the cost of any long lead materials ordered during Phase 1A unless the parties do not enter into the Phase 1B Amendment. Unless otherwise agreed to in writing by the parties, the parties shall establish a Lump Sum Fee as set forth in Section 6.2.3 below, which shall not be changed except by written Change Order pursuant to the General Conditions.

The Fee Percentage and any Lump Sum Fee shall include the following costs, which shall not be charged as a Cost of the Work:

.1 All profit of the Design-Builder for this Project; and

.2 All regional and home office overhead expenses.

6.2.2 Prior to the execution of the GMP Amendment, Design-Builder's Fee Percentage will only be adjusted pursuant to Section 3.4 of this Agreement.

6.2.3 If the Parties enter into the Phase 1B Amendment, Design-Builder shall be paid a Lump Sum fee (the "Lump Sum Fee") determined by multiplying the Fee Percentage by the estimated Cost of the Work included in the GMP plus the cost of any long lead materials purchased during Phase 1A. With the exception of the cost of any long lead materials purchased during Phase 1A, the calculation to establish the Lump Sum Fee shall not include any Cost of the Work incurred during Phase 1. The Lump Sum Fee will be earned and paid on a monthly basis following execution of the GMP Amendment on a percentage of completion basis, specifically taking into account payments previously made after the completion of Phase 1A. The following costs shall be excluded from the Cost of the Work when calculating the Lump Sum Fee:

.1 Owner Directed NTEs, as defined in Section 6.4.2.5;

.2 Owner Directed Allowances, as defined in Section 6.4.1.6; and '

.3 The Design Builder's Contingency as defined in Section 6.4.4.1.b.

6.2.4 If the Parties do not enter into the Phase 1B Amendment and the Agreement is terminated pursuant to Section 6.6.1.7, the Design-Builder shall be paid an amount equal to the Design-Builder's Fee Percentage multiplied by the cost of long lead materials that were ordered during Phase 1 and for which Design-Builder did not receive a mark-up for the Design-Builder's Fee Percentage.

6.2.5 If the Owner exercises its option to enter into Phase 1B and the parties enter into the Phase 1B Amendment, the Lump Sum Fee shall not be subject to modification unless the GMP varies, either upward or downward, by more than fifteen percent (15%) from the original GMP established in the GMP Amendment ("Original GMP").

.1 If the GMP increases by more than fifteen percent (15%) above the Original GMP, the Lump Sum Fee shall be increased by the amount of the Fee Percentage multiplied by that portion of the Cost of the Work that is in excess of one hundred fifteen percent (115%) of the Cost of the Work set forth in the Original GMP.

.2 If the GMP decreases by more than fifteen percent (15%) below the Original GMP, the Lump Sum Fee shall be decreased by the amount of the Fee Percentage multiplied by that portion of the Cost of the Work that is less than eighty-five percent (85%) of the Cost of the Work set forth in the Original GMP.

.3 The following costs shall be excluded from the Cost of the Work when calculating adjustments to the Lump Sum Fee:

a. Owner Directed NTEs, as defined in Section 6.4.2.5;

b. Owner Directed Allowances, as defined in Section 6.4.1.6; and '

c. The Design Builder's Contingency as defined in Section 6.4.4.1.b.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and necessarily incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Design-Builder's Labor Wages and salaries for all labor actually spent performing the Work shall be at the lesser of (i) actual cost incurred by Design-Builder or (ii) the rates (the "**Labor Rates**") forming part of the relevant Exhibit ("**Labor Rates Schedule**"). Labor costs will be reconciled in accordance with the foregoing to actual cost incurred by Design-Builder at the end of each calendar year and upon completion of the Work in advance of the final billing. No charges will be accepted by Owner for any salaried staff labor classification or rate not listed in the approved Labor Rates Schedule. Any amendments thereto must be executed by Owner and Design-Builder in writing. All such costs will be substantiated and reconciled to actual cost (without utilizing composite rates) incurred at the completion of the Project and for multi-year projects only, at the end of each calendar year. Billed cost will be for actual time spent and actually paid to nonexempt and other hourly employees only, plus associated labor burden, and may exceed eight hours in any calendar day. Hourly union employees are to be paid per the terms and conditions of collective bargaining agreements, or the terms and conditions negotiated for a new collective bargaining agreement. When direct field labor costs are amended per the collective bargaining agreement, such changes, if any, shall be reimbursable at actual cost incurred by Design-Builder. Nonexempt administrative (nonunion) employees are paid in accordance with their offer letter and subsequent periodic raises.

.1 Owner Must Approve Design-Builder's Staffing Plan. In order to be eligible for payment by Owner, Design-Builder's staffing plan must be approved by Owner's Representative in advance.

.2 Offsite Personnel. In order to be eligible for payment for Work performed by personnel at Design-Builder's home office or other offsite location, Design-Builder must submit a detailed written estimate for the cost of such Work to Owner for Owner's advance written approval. Design-Builder's estimate must include the actual names of such personnel, their title, general work description and estimated hours for their work on the Project. If approved by Owner, Design-Builder may only charge for approved offsite Work in accordance with Design-Builder's detailed and approved written estimate. For Design-Builder's employees stationed in the Design-Builder's home office, only those positions as may be necessary for the proper conduct of the Work and also identified in the Owner's written approval will be reimbursable. All employees who are not approved by Owner shall not be reimbursable and, if appropriate, any prior payment shall be reversed in the subsequent Application for Payment. If requested by Owner's Representative, Design-Builder must provide timesheets, in a form approved by Owner, that demonstrate that those approved offsite personnel's actual time spent on the Project is in accordance with the estimated hours.

.3 Meal and Rest Breaks. Any waiver or deviation of the Project's lunch hour or rest period requirements allowed under applicable law must be approved in advance and in writing by Owner's Representative.

.4 Overtime. In order to be eligible for payment, all overtime must be approved in advance and in writing by Owner's Representative.

a. Authorized overtime will be charged at the lesser of (a) actual costs or

(b) the overtime rates set forth in the Labor Rates Schedule and applied in accordance with the laws of the State of Washington. Design-Builder's employees' hours worked on projects other than Owner's shall not be credited hours for the purpose of calculating overtime eligibility.

b. Unless required by the terms of the applicable collective bargaining agreement, Design-Builder shall not pay shift differential for swing (evening) or graveyard (night) shifts) unless expressly authorized by Owner's Representative's prior written consent.

c. Design-Builder will not be reimbursed for any overtime premium if the occasion for such overtime is the result of the negligence of Design-Builder or anyone for whom the Design-Builder is responsible; however, Design-Builder may utilize any funds available from Design-Builder's Contingency set forth in Section 6.4.4.1.b herein to fund overtime costs.

d. Overtime shall be deemed to include payroll taxes and insurance premiums actually incurred. All overtime shall be subject to the approval of Owner and such approval may include authorization for overtime required for specific construction phases or to accomplish specified goals. All overtime incurred by Design-Builder with approval by Owner shall be reviewed on a two-week basis by Owner and Design-Builder.

6.3.2 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Section 6.3 hereof.

.1 Payroll Burdens. Design-Builder's Labor Rates Schedule must contain a detailed breakdown of all mark-ups of or additions to base wages for all payroll burdens ("**Payroll Burdens**") including but not be limited to, workers' compensation, employment insurance, benefits and other taxes and insurances measured by payroll. The Payroll Burdens may only be billed to Owner at the lessor of (i) the estimated mark-up on base wages in the Labor Rates Schedule or (ii) actual cost. Payroll Burdens will be reconciled to actual cost incurred along with the labor reconciliation at the end of each calendar year and at the end of the project before the final billing. Worker's compensation shall be reimbursed at the Design-Builders specific State L&I rate, net of employee deductions with the Design-Builder's specific EMF applied. For self-insured companies, the actual state classification rate net of employee deduction with a .5 EMF applied.

.2 Employee Benefits Expense. Design-Builder's Labor Rates Schedule must contain an estimate of all mark-ups of base wages for all employee benefits expenses ("**EBE**"). The EBE may only be billed to the Owner at the lesser of (i) the estimated mark- up on base wages in the Labor Rates Schedule or (ii) actual cost. Since EBE is a part of payroll burden, the EBE will be reconciled to actual cost incurred along with the labor reconciliation at the end of each calendar year and at the end of the project before the final billing. The term "EBE" means those employee benefits as submitted by Design-Builder and approved by Owner's Representative, in advance and in writing. Should Design-Builder fail to submit such a listing, it will be assumed that Design-Builder is accepting reimbursement for such expenses as a portion of the Design-Builder's Fee and any Payroll Burden for EBE will be removed from the Labor Rates Schedule

.3 PTO Expense. An amount equal to no more than ten percent (10%) of the total direct base labor cost paid to Design-Builder's salaried employees as part of the

Cost of Work, but that is not included in the hourly rates for such employees, to compensate Design-Builder for paid vacation days, sick leave or other paid time off, and Design-Builder paid holidays (collectively, "**PTO**") (and associated employer taxes and benefits) to be taken or accrued by those employed on the Work. PTO pay for Design-Builder's salaried employees shall not be otherwise reimbursable. The following terms shall apply: PTO (and associated employer taxes and benefits) to be taken or accrued by those employed on the Work taken shall be direct charged to the Cost of Work and be reimbursed as a Cost of Work. If Design-Builder's employee is not working full time on the Project, PTO actually taken will be direct-charged on a pro-rata share basis. If Design-Builder has a corporate policy whereby PTO can be carried over to the following year, Design-Builder will include PTO within the burden rate applied to Design-Builder staff labor costs and those costs shall not be direct charged to a project except as follows. Design-Builder shall submit staff billing rates based on actual cost to be recovered over annual billable hours. These rates are subject to prior approval by Owner and will not include any items specifically excluded by Section 6.5 below. Labor is to be reconciled to actual cost incurred at the end of each project. Washington State Paid Sick Leave is a contingent accrual and is to be direct charged as taken, with the limitation that no amount greater than that which has been earned on the project may be taken and charged as a Cost of the Work.

.4 Bonuses are reimbursable for staff labor assigned to the project as agreed to on the Labor Rates Schedule. Bonuses are reimbursable up to 10% (ten percent) of base wages, subject to audit. If actual aggregate bonus paid to project staff is less than 10% of base wages, the Contractor will reconcile to the actual % of base wages paid.

6.3.3 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants. The costs for those employees performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those Hourly Rates set forth in Exhibit E. Contracts to Subcontractors and Design-Consultants that are paid on the basis of a Lump Sum must be approved in advance by the Owner, such approval shall not be unreasonably withheld

6.3.4 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work. The material costs shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in writing in advance by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

6.3.5 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.6 Costs of removal of debris and waste from the Site.

6.3.7 Design-Builder's Travel Expenses. All travel expenses must be approved by Owner in writing in advance of the travel. Pre-approved travel will be reimbursed as follows: Expenses of reasonable travel by representatives of Design-Builder incurred in obtaining or inspecting materials, or for other purposes applying to the Work, and by mechanics or laborers and Design-Builder's staff employees in the case it is necessary to secure them at a distance from the site are referred to as

"**Travel Expenses**." Travel Expenses will be reimbursed in accordance with the guidelines set forth in Exhibit H.

.1 Per Diem Expense. Unless specifically authorized in writing by the Owner, Design-Builder shall not charge Owner for any per diem or other living expenses offered to its personnel.

.2 Relocation Expense. Unless specifically authorized in writing by the Owner, Design-Builder shall not charge Owner for any relocation expenses offered to its personnel.

6.3.8 Rental Charges. Rental Charges shall be reimbursed as follows:

.1 General provisions. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. Rental equipment shall be obtained from the lowest cost rental source whether it is the Design-Builder or a third party. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. The rental rates are the maximum rates allowable for equipment of modem design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. Equipment not of modem design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for no longer than two (2) weeks') shall be 50% of the rate established above. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

.2 Design-Builder Owned Rental Equipment. The cost of all Design-Builder owned rental equipment (with a cost > $500), materials or temporary structures including any repair and maintenance costs except normal wear and tear. Repair and/or maintenance of the Design-Builder's equipment is not intended to restore the equipment to a condition better than it was when it initially came to the Project. If the Design-Builder rents equipment from a third party, then the rate shall be the lowest available rate. Design-Builder shall use its best efforts to maintain and repair all tools and equipment and to safeguard said tools and equipment from loss, vandalism, and theft.

a. Design-Builder shall provide an Owned Equipment Rental Log as required in Exhibit C that shall list each piece of Design-Builder Owned Equipment that is being rented to the Project, as well as the following information:

1. A unique number and the use of each piece of equipment shall be tracked by that number on Design-Builder's Owned Equipment Rental Log for the Project

2. Adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/amperage, weight, etc., such that accurate identification can be determined.

3. A definitive equipment description, date on site, date off site, replacement cost, monthly rate pro-rated to daily, days billing per month, this month billing calculation and cumulative billing to date, maximum rental allowed for each rented item.

4. The rental rates for each piece of equipment.

b. The rental equipment rate for equipment owned by Design-Builder shall be charged at the lower of seventy-five percent (75%) of the following:

1. The current AED Green Books (published by Equipment Watch);

2. NECA;

3. Any other published rate; or

4. 100% of the current rate as listed in the Design-Builder's equipment rental schedule identified in the Owned Equipment Rental Log.

c. The Design-Builder's Owned Equipment Rental Log shall be updated as the use of Design-Builder's Owned Equipment changes throughout the Project and shall available in Excel format if requested by Owner.

d. Electronic Equipment: Hardware to be included in the Owned Equipment rental log, and rental rates based on 2 year estimated useful life. All software rates are to be evaluated and negotiated prior to being charged to the project and shall be based on specific project use for individuals on the project. CAD Machine rental to be based on CAD machine operator hours. Computer hardware and software located in the Home office or other offsite office not to be reimbursable.

e. With respect to Design-Builder's owned equipment, rental shall be based on monthly, weekly or daily rates to yield the lowest cost as appropriate. In no event shall equipment charges exceed the monthly rental rate in a 30-day period.

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

6.3.9 All fuel and utility costs incurred in the performance of the Work.

6.3.10 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work; however, Washington State Sales Tax shall be paid as a Cost of the Work, but it shall be calculated outside the GMP or Phase 1 NTE.

6.3.11 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.12 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.13 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.14 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner and not included in the Design Builder's Contingency, Design Builder's Fee Percentage, the Lump Sum Fee, or any Lump Sum Amount.

6.3.15 General Conditions Costs. The following costs are considered to be "General Conditions Costs."

.1 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

.2 Wages or salaries of Design Builder's personnel stationed at Design Builder's principal or branch offices, but only to the extent said personnel are approved in advance of the performance of the Work in writing by the Owner.

.4 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

.5 Premiums for insurance and bonds required specifically by this Agreement or the performance of the Work by the Design Builder.

.6 On site or home office accounting and data processing costs related to the Work only to extent time is engaged in the performance of the work and as substantiated by contemporaneous timesheets.

.7 Fees paid by the Design-Builder for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries. The Design-Builder will remain responsible for the actual submittal of the documents to the industrial statistician and the determination of the locality of the work to confirm the appropriate classification of work. In order to receive this reimbursement, the Design-Builder will be required to submit to Owner a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

.8 General administrative costs not specifically listed in Sections 6.3.1 through 6.3.14 above, including but not limited to the following:

a. Shop Drawing Reproduction

b. Construction Schedule & Updates

c. Safety/Security

d. Field Office Set-up (mobilization/demobilization)

e. Office Supplies

f. Telephone System

g. Telephone Service Charge

h. On site computer Network/System Set-up

i. Courier Service
j. Postage (Fed-X, USPS)
k. Furniture/Equipment
l. Office Cleaning
m. Construction Staff Vehicles
n. Computers
o. Copy Machine
p. Temporary Electric Hook-up/Removal
q. Temporary Electric Material
r. Project Signage
s. Temporary Water Hook-up/Removal
t. Drinking Water & Supplies
u. Chemical Toilets
v. O&M Manuals
w. Project Record Documents
x. Field Engineering/Layout Survey

6.4 Other Methods of Compensation

Within the Phase 1 NTE or the GMP, the parties may agree to the following methods of pricing Design-Builder's Compensation

6.4.1 Allowance Items and Allowance Values.

.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in Exhibit E or the GMP Amendment and are included within the Phase 1 NTE and GMP, as applicable.

.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance directly associated with the applicable Allowance Item. With the exception of Owner Directed Allowances, all other costs, including design fees, Design-Builder's General Conditions Costs,

Fee Percentage and Lump Sum Fee are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, however, Design-Builder must provide written notice of the difference between the actual cost and the Allowance Value pursuant to the Changes provisions in the General Conditions. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

.6 The Owner and the Design Builder may designate certain Allowances as "Owner Directed Allowances." Design Builder shall be compensated for Owner Directed Allowances for the Cost of the Work associated with such allowances plus the Fee Percentage. Items designated as "Owner Directed Allowances" shall not be included in the calculation to determine the Lump Sum Fee.

6.4.2 Not To Exceed Sums

.1 The Owner and Design Builder may establish Not to Exceed ("NTE") Sums for specific scopes of the Work ("NTE Scope of Work"). Any such NTE Sum will be negotiated between the Owner and Design-Builder. The NTE Sum agreed upon by the Parties shall be incorporated into the GMP Amendment or a Change Order, and the parties shall include the following information:

a. A specific description of the NTE Scope of Work;

b. An updated Schedule of Values that incorporates the NTE Sum; and

c. Any milestone dates associated with the NTE Scope of Work.

.2 For each NTE Scope of work, the Design-Builder shall be reimbursed for the NTE Scope of Work as a Cost of the Work; however, Design-Builder's compensation for the NTE Scope of Work shall not exceed the NTE Sum without a written Change Order.

.3 Design-Builder shall not request reimbursement for costs subject to the NTE Scope of Work or NTE Sum, unless those costs are identified in the Payment Application as subject to the NTE Sum.

.4 NTE Sums and NTE Scopes of Work may only be modified by Change Order pursuant to the General Conditions.

.5 The Owner and the Design Builder may designate certain NTEs as "Owner Directed NTEs." Design Builder shall be compensated for Owner Directed NTEs for the Cost of the Work associated with such NTEs plus the Fee Percentage. Items designated as "Owner Directed NTEs" shall not be included in the calculation to determine the Lump Sum Fee.

6.4.3 Lump Sums

.1 The Owner and Design-Builder may establish a Lump Sum for specific scopes of the Work ("Lump Sum Scope of Work"). Any such Lump Sum will be negotiated between the Owner and Design-Builder. The Lump Sum agreed upon by the

Parties shall be incorporated into the GMP Amendment or a Change Order, and the parties shall include the following information:

a. A specific description of the Lump Sum Scope of Work;

b. An updated Schedule of Values that incorporates the Lump Sum; and

c. Any milestone dates associated with the Lump Sum Scope of Work.

.2 For each Lump Sum Scope of Work, the Design-Builder shall be compensated pursuant to the Schedule of Values set forth in Section 6.4.3.1.b above based on the percentage of the Lump Sum Scope of Work that has been completed.

.3 Design-Builder shall not request reimbursement for costs subject to the Lump Sum, unless those costs are identified in the Payment Application as subject to the Lump Sum.

.4 Lump Sums may only be modified via Change Order pursuant to the General Conditions

6.4.4 Contingencies

.1 The Parties shall establish, as part of any NTE and the GMP, the following Contingencies which are available for Design Builder's exclusive use for the following unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents (collectively "Contingency Items"). Contingency Items include the following costs, which are subject to written approval by the Owner. The Owner may, in its discretion, approve other costs that may be reimbursed under a Contingency; however, in no case shall the Design-Builder be entitled to use the Contingency for payment of Liquidated Damages that it may be assessed pursuant to this Agreement.

a. Cost of the Work Contingency. The Cost of the Work Contingency is reimbursed as a Cost of the Work. The Cost of the Work Contingency is available to the Design-Builder for the following items:

i. Trade buy-out differentials;

ii. Escalation of materials

iii. Overtime not otherwise reimbursable as an Owner change.

b. Design-Builder's Contingency. The Design-Builder's Contingency is available to the Design-Builder for items that are not excluded by Section 6.5 hereof and include but are not limited to the following items:

i. Acceleration not attributable to Owner changes;

ii. Costs incurred by Design Builder in repairing or correcting defective, damaged or nonconforming Work (excluding any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design Builder or those working by or through Design Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner.

iv. Subcontractor or other tier defaults, to the extent not compensated by any surety or bond.

v. Resolution of coordination errors and omissions.

vi. Dispute resolution costs relating to disputes with subcontractors and subconsultants.

vii. Builder's Risk deductibles

.2 The Design Builder shall be reimbursed for Contingency Items in the same manner as set forth in Section 6.3 of the Agreement; however, Design Builder's Compensation for Contingency Items shall not cumulatively exceed the amount set forth as the Design Builder's Contingency in the applicable NTE or GMP without a written Change Order. In Phase 1, Design Builder shall be entitled to Fee Percentage for items reimbursed under 6.4.4.1.a Cost of Work Contingency. However, Design Builder shall not be entitled to any Fee Percentage for items reimbursed under Section 6.4.4.1.b as the Design-Builder's Contingency. Amounts included in the Design Builder's Contingency shall also be excluded from the calculation to establish the Lump Sum Fee and from the calculation set forth in Section 6.2.3 of this Agreement to determine whether the GMP has changed.

.3 Prior to the final accounting, the Contingencies set forth above are not available to Owner for any reason, including, but not limited to, changes in scope or any other item which would enable Design Builder to increase an NTE or GMP under the Contract Documents.

.4 Design Builder shall provide Owner notice of all anticipated charges against the Contingencies and shall provide Owner as part of the monthly status report required by the General Conditions of Contract an accounting of the Contingencies, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

.5 Design Builder agrees that with respect to any expenditure from the Contingencies relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design Builder agrees that if Design Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency. Design-Builder may only utilize a Contingency to cover such costs when: (1) the Contingency has not already been expended, and (2) the cost occurs prior to Final Completion. The Design-Builder may not, however, use a Contingency for items or costs that arise as a result of the Design-Builder's negligence or that are covered by the Fee Percentage, Lump Sum Fee.

.6 At the conclusion of the Project, all savings from any Contingency shall go to the Owner.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as expressly provided for in Section 6.3 hereof.

.2 Overhead, profit and general expenses, except as provided for in Section 6.3 hereof.

.3 The cost of Design-Builder's capital used in the performance of the Work.

.4 Costs that would cause the Phase 1 NTE, the GMP, or any other NTE or Lump Sum, as adjusted in accordance with the Contract Documents, to be exceeded.

.5 Profit margins or similar mark-ups on costs for Work performed by subsidiaries or other related entities of the Contractor unless specifically disclosed to and approved by the Owner.

.6 Unless as included in mutually agreed upon contract labor rates, costs associated with bonuses, incentives, incentive compensation, stock options, deferred compensation and similar employee programs, regardless of where the employee is stationed for the Work. See 6.3.2.4.

.7 Discretionary costs intended to be incentives or recognition for Project team members such as lunches, parties, clothing, awards and similar expenses, unless approved in advance by the Owner.

.8 Any accrual cost not identified in the Cost Of the Work under article 6.

.9 Costs of centralized and generally shared data processing, information technology and communications equipment, systems and networks maintained at or from the Contractor's home office, except as specifically approved in Article 6.

.10 Legal, mediation, and arbitration costs including attorney fees related to disputes or actions between the Design-Builder and the Owner.

.11 Accrued costs or contingent costs to cover self insurance, self insured retention or insurance deductibles.

.12 Costs the Contractor may incur that are not a reimbursable Cost of the Work or costs that exceed the Guaranteed Maximum Price as adjusted by Change Orders.

6.6 The Project Phases.

6.6.1 Phase 1

.1 **Phase 1A Not To Exceed Amount.** Design-Builder guarantees that it shall not exceed Phase 1A Not to Exceed Amount ("Phase 1A NTE") of **one million five hundred thirty two thousand sixty five dollars ($1,532,065) including applicable WSST.** Documents used as a basis for the Phase 1A NTE shall be identified in Exhibit C to this Agreement. Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceed the Phase 1A NTE, as adjusted in accordance with the Contract Documents. The Phase 1B NTE shall be determined during Phase 1A.

.2 The Phase 1A NTE includes the following sublimits the scope of which are further defined in Exhibit E:

Phase 1A NTE - $1,310,681
B&O tax (0.471%) - $6,173
Builders Risk (with owner) - $0
General Liability insurance (1%) - $13,107
Fee (4.25%) – $56,523
WSST (estimated 10.5%) - $145,581
Total – $1,532,065

.3 Exhibit E includes the hourly rates of all Key Team Members. Design-Builder may not change the hourly rates of the Key Team Members set forth in Exhibit E, as it may be amended, without a Change Order.

.4 **Phase 1A Completion Date.** Phase 1A Completion Date is **April 17, 2020.**

.5 **Design Builder's Phase 1A Compensation.** Design Builder's compensation for Work performed in Phase 1A shall consist of the following:

a. The Cost of the Work as set forth in Section 6.3 of the Agreement for Work performed in Phase 1A. The Cost of the Work includes the following:

i. the Design Builder's Phase 1A Cost of the Work Contingency; and

ii. any Not to Exceed or Lump Sum Amount established as part of the Cost of the Work;

b. The Design-Builder's Fee Percentage, which shall be multiplied by the Cost of the Work for Phase 1, less the Design Builder's Contingency;

c. The Design-Builder's Contingency; and

d. Any Allowances and Owner Directed Allowances established by the Parties.

.6 **Phase 1A Report**. At the conclusion of Phase 1A, the Design-Builder shall produce a Phase 1A Report that will contain the deliverables set forth in Exhibit C.

.7 **Owner's Option to Enter Into Phase 1B**

a. After submission of the Phase 1A Report, Design Builder and Owner shall meet to discuss and review the Phase 1A Report. The Owner shall make its best efforts to provide such comments within thirty (30) days of the Owner's receipt of the Phase 1A Report, unless the Owner provides notification that it requires additional time for review. If Owner has any comments regarding the Phase 1A Report or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design Builder of such comments or findings in a reasonably prompt manner. If appropriate, Design Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Phase 1A Report. To assist in the Owner's review of the Phase 1A Report, the Design Builder shall, upon the Owner's Request, provide all information, including but not limited to all data, reports, cost analysis, pricing, designs and specifications on which the Design Builder relied or used as a basis for the Phase 1A Report. The Owner shall make its best efforts to review any revised Phase 1A Report within thirty (30) days of receipt of the revised Phase 1A Report.

b. The Owner, at its sole discretion, may exercise its option to enter into Phase 1B of the Agreement.

i. If the Owner accepts the Phase 1A Report, the parties shall enter into the Phase 1B Amendment. The total compensation paid to Design Builder for Phase 1B shall not exceed the Phase 1B Not to Exceed Amount as amended pursuant to this contract.

ii. The Owner may suggest modifications to the Phase 1A Report, whereupon, if such modifications are accepted in writing by Design Builder, the Phase 1A Report shall be deemed accepted and the Parties shall proceed in accordance with subsection i above.

c. If Owner decides not to exercise its option to enter into Phase 1B and/or rejects the Phase 1A Report or fails to notify Design Builder in writing on or before the date specified in the Phase 1A Report that it has exercised its option to enter into Phase 1B, the Phase 1A Report shall be deemed withdrawn and of no effect. In such event, Owner and Design Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i. Owner may authorize Design Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.6.1.5 hereof; however, Design Builder may not exceed any NTE or Lump Sum that may be established between the Parties; or

ii. Owner may elect not to exercise its option to enter into Phase 1B. In such case, the Design-Builder shall be compensated for the amount incurred pursuant to Section 6.6.1.5 above, as supported by Design-Builder's Payment Applications and subject to Phase 1A Not to Exceed Amount. The compensation set forth herein shall be the Design-Builder's sole compensation for the Project if the Owner elects not to exercise its option to enter into Phase 1B, and the Design Builder hereby agrees that it will not seek any other compensation, remedy or damages of any kind whatsoever if the Owner elects not to exercise its option to enter into Phase 1B.

d. The Design Builder shall not perform any Work after the submission of the Phase 1A Report unless the Owner exercises its option to enter into Phase 1B and has approved and signed the Phase 1A Report, as negotiated between the parties, unless the Design Builder obtains the Owner's prior, written consent to perform such Work and only to the extent that such Work is expressly described in writing in such written consent.

e. If the Design Builder performs Work after the submission of the Phase 1A Report but before the Parties enter into the Phase 1B Amendment, Design Builder shall be compensated pursuant to Section 6.6.1.5 of the Agreement; however, in no case shall the Design Builder be entitled to be paid in excess of the Phase 1B NTE, as amended by the Parties.

.8 Design Builder's Phase 1B Compensation. Design Builder's compensation for Work performed in Phase 1B shall consist of the following:

a. The Cost of the Work as set forth in Section 6.3 of the Agreement for Work performed in Phase 1B. The Cost of the Work includes the following:

i. the Design Builder's Phase 1B Cost of the Work Contingency; and

ii. any Not to Exceed or Lump Sum Amount established as part of the Cost of the Work;

b. The Design-Builder's Lump Sum Fee;

c. The Design-Builder's Contingency; and

d. Any Allowances and Owner Directed Allowances established by the Parties.

.9 GMP Proposal. At the conclusion of Phase 1B, the Design Builder will submit a GMP Proposal and a GMP Report pursuant to the requirements set forth in Exhibit C. Unless the Parties agree otherwise, the GMP Proposal shall include the deliverables set forth in Exhibit C and the time limit for the Owner to exercise its option to enter into Phase 2, such time limit shall not be less than 90 days.

.10 Owner's Option to Enter Into Phase 2

a. After submission of the GMP Proposal, Design Builder and Owner shall meet to discuss and review the GMP Proposal. The Owner shall make its best efforts to provide such comments within thirty (30) days of the Owner's receipt of the GMP Proposal, unless the Owner provides notification that it requires additional time for review. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design Builder of such comments or findings in a reasonably prompt manner. If appropriate, Design Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal. To assist in the Owner's review of the GMP Proposal, the Design Builder shall, upon the Owner's Request, provide all information, including but not limited to all data, reports, cost analysis, pricing, designs and specifications on which the Design Builder relied or used as a basis for

the GMP Proposal. The Owner shall make its best efforts to review any revised GMP Proposal within thirty (30) days of receipt of the revised GMP Proposal.

b. The Owner, at its sole discretion, may exercise its option to enter into Phase 2 of the Agreement.

   i. If the Owner accepts the GMP Proposal, the parties shall enter into the GMP Amendment. The total compensation paid to Design Builder for this Project shall not exceed the GMP, as amended pursuant to this Contract.

   ii. The Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design Builder, the GMP Proposal shall be deemed accepted and the Parties shall proceed in accordance with subsection i above.

c. If Owner decides not to exercise its option to enter into Phase 2 and/or rejects the GMP Proposal or fails to notify Design Builder in writing on or before the date specified in the GMP Proposal that it has exercised its option to enter into Phase 2, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

   i. Owner may authorize Design Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.6.1.8 hereof; however, Design Builder may not exceed any NTE or Lump Sum that may be established between the Parties; or

   ii. Owner may elect not to exercise its option to enter into Phase 2. In such case, the Design-Builder shall be compensated for the amount incurred pursuant to Section 6.6.1.8 above, as supported by Design-Builder's Payment Applications and subject to Phase 1 Not to Exceed Amount. The compensation set forth herein shall be the Design-Builder's sole compensation for the Project if the Owner elects not to exercise its option to enter into Phase 2, and the Design Builder hereby agrees that it will not seek any other compensation, remedy or damages of any kind whatsoever if the Owner elects not to exercise its option to enter into Phase 2.

d. The Design Builder shall not perform any Work after the submission of the GMP Proposal unless the Owner exercises its option to enter into Phase 2 and has approved and signed the GMP Proposal unless the Design Builder obtains the Owner's prior, written consent to perform such Work and only to the extent that such Work is expressly described in writing in such written consent.

e. If the Design Builder performs Work after the submission of the GMP Proposal but before the Parties enter into the GMP Amendment, Design Builder shall be compensated pursuant to Section 6.6.1.8 of the Agreement; however, in no case shall the Design Builder be entitled to be paid in excess of the Phase 2 NTE, as amended by the Parties.

6.6.2 Phase 2, Post GMP Period.

.1 Commencement and Scope of Work. Phase 2 shall commence when the Owner exercises its option to enter into Phase 2 and both Parties sign the GMP Amendment. Phase 2 is the final phase of the Contract. The scope of Work for Phase 2 will be developed during Phase 2 and set forth in the GMP Amendment, but it will, at a minimum, include the services set forth in Exhibit C, including but not limited to the following:

a. Completion of the design services and the development of Construction Documents for the Project,

b. Performance and completion of construction Work, start-up, testing and commissioning and closeout of the Project in accordance with the requirements of the Contract Documents; and

7.1.1 Design-Builder shall submit to Owner on the twenty fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract. Applications for Payment shall include the Contract Number and shall be addressed as follows:

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.3 hereof is a Lump Sum amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Lump Sum Fee.

7.2 Retainage on Progress Payments.

7.2.1 The Owner will withhold retainage pursuant to RCW Chapter 60.28, and Owner shall release such retainage pursuant to state law. Pursuant to RCW Chapter 60.28, the Design-Builder may submit a bond in lieu of the retainage that the Owner would otherwise keep under the terms of this Contract and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form provided with these Contract Documents (see Exhibit "B"). In the event the Design-Builder fails at any time to pay persons protected under RCW Chapter 60.28 or the Owner has reason to believe that the Owner or other obligee under the bond has a claim against the retainage or for other good cause, the Owner may, at its option, resume retaining from monies earned by the Design-Builder in such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding the Owner's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Design-Builder. After the Design-Builder has paid protected persons or otherwise cured any default, the Owner may, at its option, again release retainage pursuant to the terms of the bond. Any costs associated with the Bond in Lieu of Retainage shall be included in the Total Bid Price.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment pursuant and subject to RCW Chapter 60.28 and RCW Chapter 39.08 and all applicable laws and regulations, provided that Design-Builder has satisfied the requirements for final payment set forth in Sections 6.7.2 and 6.7.3 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the statutory rate of interest per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of six (6) years after Final Payment, Owner, Owner's accountants, the Washington State Department of Commerce and the Washington State Auditor shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is

agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate all or a portion of this Agreement. In such event, Owner shall pay Design-Builder for allowable costs and subject to any established Not to Exceed Amount or GMP:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Design-Builder's Fee Percentage on items 8.1.1 and 8.1.2. Design-Builder shall not be entitled to Fee on unperformed Work.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Upon execution of this Agreement, Design-Builder shall provide a performance and a labor and material bond, pursuant to RCW Chapter 39.08, equal to one hundred percent (100%) of Phase 1A NTE in the form set forth as Exhibit B. Upon Execution of the Phase 1B Amendment, Design-Builder shall provide a performance and labor and material bond, pursuant to RCW Chapter 39.08, equal to one hundred percent (100%) of the Phase 1B Amendment in the form set forth as Exhibit B. Upon Execution of the GMP Amendment, Design-Builder shall provide a performance and labor and material bond, pursuant to RCW Chapter 39.08, equal to one hundred percent (100%) of the GMP Amendment in the form set forth as Exhibit B.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

11.1.1 Design-Builder Representations. To induce the Owner to enter into this Agreement, the Design-Builder makes the following representations:

.1 Design-Builder has a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, such registration must have been in effect at the time of the submission of Design-Builder's Proposal.

.2 Design-Builder has a current Washington Unified Business Identifier (UBI) number.

.3 Design-Builder has a Washington Employment Security Department number, as required in Title 50 RCW.

.4 Design-Builder has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.

.5 Design-Builder has Industrial Insurance (worker's compensation) coverage for the Design-Builder's employees working in Washington, as required in Title 51 RCW.

.6 Design-Builder is not disqualified from bidding or proposing on any public works contract under RCW 39.06.010 or 39.12.065(3).

11.1.2 Lower Tier Contractor Responsibility. The Design-Builder shall include the language of this section in each of its first tier subcontracts and subconsultant agreements (collectively "Subcontracts") and shall require each of its Subcontractors to include the same language of this section in each of their sub-tier contracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, Design-Builder shall promptly provide documentation to the Owner demonstrating that each Subcontractor meets the Subcontractor responsibility criteria below, regardless of tier. At the time of subcontract execution, the Design-Builder shall verify that each of its Subcontractors meets the following bidder responsibility criteria:

.1 Have a current Washington Unified Business Identifier (UBI) number;

.2 If applicable, have
   a. Industrial Insurance (workers' compensation) coverage for the Subcontractor's employees working in Washington, as required in Title 51 RCW;
   b. A Washington Employment Security Department number, as required in Title 50 RCW;
   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
   d. An electrical contractor license, if required by Chapter 19.28 RCW;
   e. An elevator contractor license, if required by Chapter 70.87 RCW.
   f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

11.2 Wages.

11.2.1 Before payment is made by the Owner to the Design-Builder for any Work performed by Design-Builder or any Subcontractor, Consultant or Sub-Consultant whose work is included in the application for payment, the Design-Builder shall submit, or shall have previously submitted, to the Owner a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of employees, laborers, workers, or mechanics employed for the Work by Design-Builder, Consultants, Subcontractors and Sub-Consultants. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Design-Builder's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Design-Builder for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the City.

11.2.2 Design-Builder's Subcontractors required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.3 Prior to release of the retainage, the Design-Builder shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Design-Builder and every Consultant, Sub-Consultant, and Subcontractor of any tier that performed work on the Project.

11.2.4 Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

11.2.5 Each Application for Payment submitted by Design-Builder shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copied of the approved intent statements(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

11.2.6 In compliance with WAC Chapter 296-127, Design-Builder shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

11.2.7 Consistent with WAC 296-127-320, the Design-Builder and all Consultants, Sub-Consultants and Subcontractors shall submit a certified copy of payroll records if requested.

11.3 Hours of Labor

11.3.1 Design-Builder shall comply with applicable provisions of RCW Chapter 49.28, and such provisions are incorporated herein by reference.

11.3.2 RCW 49.28 permits entities performing public works contracts to enter into an agreement where employees work up to ten hours in a calendar day, subject to the provisions of the statute. No such agreement may provide that employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees.

11.3.3 All work required to be performed by Design-Builder shall be done in accordance with City Noise Ordinance as referenced under: Bothell Municipal Code Chapter 8.26.. Design-Builder shall provide a minimum seventy two (72) hour notice to the Owner's Representative if at any time it becomes necessary or Design-Builder desires to work at times other than those specified herein or as approved in advance by the Owner. Approval of any proposed alternative work schedule shall be at the sole discretion of the Owner's Representative.

11.4 Off Site Prefabricated Items.

11.4.1 In accordance with RCW 39.04.370, Design-Builder shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the contract and produced outside Washington as a part of the Affidavit of Wages Paid form filed with the Washington State Department of Labor and Industries.

11.5 Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

11.6 Business Registration Requirement. Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers are properly licensed to perform the work for which they are contracted and have all applicable business licenses, including but not limited to any licenses or registrations required by the State of Washington and any other regulatory authority. Design-Builder shall be solely responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration.

11.7 Contractor's Registration Requirement. Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers performing construction work are properly licensed pursuant to RCW

11.8 Apprenticeship. The requirements for use of apprentices shall be in accordance with RCW 39.04.320.

11.9 No Liability. It is further agreed that no liability shall attach to the City of Bothell by reason of entering into this Contract, except as expressly provided herein.

11.10 Tax Reporting Requirements. The amount of tax reported and paid by the Design-Builder to the Washington State Department of Revenue due to any and all payments made to the Design-Builder for the work performed under this Contract shall be coded to the City of Bothell under Tax Code Location 69.091003. Additionally, the City of Bothell shall require all Subcontractors performing work under this Contract to use Tax Code Location 69.091003 in reporting tax to the Washington State Department of

Revenue for the payments they receive from the Design-Builder. In order for the Contract Bond to be released, the Design-Builder shall provide to the City copies of all state tax returns showing that the tax has been reported in compliance with the requirements of this section.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF BOTHELL

By Jennifer Phillips

Its City Manager

ATTEST:

for Laura K. Hathaway, City Clerk

APPROVED FOR FORM:

Paul Byrne, City Attorney

DESIGN-BUILDER

BN Builders
Name of Design-Builder

By

Its Principal

DESIGN-BUILDER'S ADDRESS AND PHONE:

2601 4th Ave #350, Seattle, WA 98121

(206) 382-3443

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.
This document has been modified from the original DBIA version.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jason Limp, certify that I am the Principal of the corporation named as Design-Builder in Agreement attached hereto; that Jason Limp who signed said Agreement on behalf of the Design-Builder, was then Principal of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: Jason Limp

Title: Principal

State Washington

County of: King

being duly sworn deposes and says that he/she is Principal

of BNBUILDERS

(Name of Organization)

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me Jason Limp, to me known to be the Principal of the BN Builders, Inc., Company, that executed the within and foregoing instrument, and acknowledged the said corporation for the purposes therein mentioned, and an oath, stated that he was authorized to execute said instrument on behalf of said corporation, and the seal affixed thereto is the corporate seal of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 8th day of November, 2019.

Nai W. Saechao

NOTARY PUBLIC in and for the State of Washington, residing in King County

My commission expires May 1st, 2023.

NAI W SAECHAO
Notary Public
State of Washington
Commission # 207501
My Comm. Expires May 1, 2023

NAI W SAECHAO
Notary Public
State of Washington
Commission # 207501
My Comm. Expires May 1, 2023

EXHIBIT A
INSURANCE REQUIREMENTS
CITY OF BOTHELL
FIRE STATIONS 42 AND 45 REPLACEMENT

Insurance Exhibit
Design-Builder's Insurance Requirements
(The Parties should consult their insurance advisors prior to completing this Exhibit)

1.1 Insurance Types and Limits.

1.1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition):

(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required *Per Claim/Occurrence*	Minimum Limits Required *Aggregate Policy Limits*	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	All deductibles shall be commercially reasonable and acceptable to the Owner
2. Employer's Liability (Bodily Injury by Accident)	$1,000,000	$1,000,000	See above
3. Commercial General Liability	$2,000,000	$2,000,000	See above
4. Contractor's Protective Liability (if applicable)	$1,000,000	$1,000,000	See above
5. Commercial Automobile Liability	$1,000,000	$1,000,000	See above
6. Professional Errors and Omissions pursuant to Section 1.3 (A) and 1.3 (B) below (per claim/aggregate) providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible	$2,000,000	$2,000,000	See above
7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)	$1,000,000	$1,000,000	See above
8. Umbrella Excess Liability Insurance	$5,000,000	$5,000,000	See above

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required *Per Claim/Occurrence*	Minimum Limits Required *Aggregate Policy Limits*	Maximum Deductible
9. Other Coverages Required on a Project Specific Basis (e.g. Aircraft Liability)	n/a	n/a	n/a

1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 PROFESSIONAL LIABILITY INSURANCE.

1.1.3(A) Professional Liability Insurance To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design Consultant. ***[Note: Even if this coverage part is selected, the Design-Builder should consider obtaining its own professional liability coverage.]***

☑ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal.

1.1.3(A).1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.3(A).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(A).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.3(A).4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.3(A).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to ensure that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(A).6 Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees, and (if commercially available) Owner and its officers, directors and employees.

1.1.3(B) Professional Liability Insurance To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design-Builder.

☑ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design-Builder's practice policy.

1.1.3(B).1 The Design-Builder's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the Design-Builder's valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a Design-Builder's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

1.1.3(B).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(B).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.

1.1.3(B).4 The policy must provide coverage for damages resulting from delays, including delays in project completion, and cost overruns that result from the rendering or failure to render professional services.

1.1.3(B).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to ensure that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.3(B).6 Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

1.1.4 Any coverage required to be maintained after Final Payment shall be identified below.
(List here any coverages required to be maintained after Final Payment is made)

General Liability, including completed operations coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO CG 00 01 or its equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

2.1.1.1 Acceptable professional liability exclusions to the Design-Builder's commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

2.1.2 General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO form CA 00 01 or a substitute form providing equivalent liability coverage covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

2.1.5 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.5.

2.1.5.1 The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

2.1.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations.

3.1 Additional Insureds

3.1.1 Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. The additional insured endorsement must be at least as broad as ISO CG 20 26. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. No person shall be named as an additional insured on any professional liability policy. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below: *(List here any other policies for which the Owner will be an additional insured, as well as other entities who are to be named an additional insured.)*

3.1.2 Each of the policies designated in section 3.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under Worker's Compensation/Employer's Liability policies.

3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.1 Terms and Effective Dates.

4.1.1 The General Liability coverages may not be provided by on a claims-made basis.

4.1.2 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.1.4 All Claims-Made Policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

4.1.5 List here any coverage required to be maintained after Final Payment:

General Liability, including completed operations coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

4.1.6 Design-Builder must provide Owner with written notice of any policy cancellation within two business days of the Design-Builder's receipt of such notice.

4.1.7 Failure on the part of the Design-Builder to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Design-Builder to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Design-Builder from the Owner.

4.1.8 If the Design-Builder maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Design-Builder, irrespective of whether such limits maintained by the Design-Builder are greater than those required by this contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Design-Builder.

4.1.9 Insurance must be placed with insurers with a current A.M Best rating of not less than A:VII.

5.1 Owner's Builder's Risk Deductible.

5.1.1 The deductible for the Owner's Builder's Risk policy is:
$5,000 deductible for all property per incident, i.e., each individual building.
$1,000 deductible for all damaged vehicles.

EXHIBIT B1
PERFORMANCE BOND FORM
CITY OF BOTHELL
FIRE STATIONS 42 AND 45 REPLACEMENT

PERFORMANCE BOND FOR DESIGN-BUILD PROJECTS

This bond form has been endorsed by The National Association of Surety Bond Producers and The Surety & Fidelity Association of America

DESIGN-BUILDER/PRINCIPAL: *(Name and address)*	**SURETY:** *(Name and contact information)*
OWNER/OBLIGEE: *(Name and address)* **City of Bothell** **18415 101st Ave NE** **Bothell, WA 98011**	**PROJECT:** *(Name and location)* **Fire Stations 42 and 45 Replacement**
DESIGN-BUILD AGREEMENT: Dated: Amount:	**BOND DATE:** *(Not earlier than date of Design-Build Agreement)* **BOND AMOUNT:**

MODIFICATIONS TO THIS BOND:
(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 **Binding Effect.** The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 **Intent of Bond.** If the Design-Builder performs its obligations under the Design-Build Agreement, then the Surety's obligations under this Bond are null and void, except to participate in meetings as provided in Section 5.

3 **Waiver of Notice.** The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

4 **Owner's Obligations.** If there is no default in Owner's obligations under the Design-Build Agreement, then the Surety's obligation under this Bond shall arise after the following steps have been taken by Owner, as a condition precedent to a Bond claim:

4.1 The Owner has first provided written notice to the Design-Builder and Surety at the addresses listed on page 1 of this Bond, that Owner is considering declaring the Design-Builder in default and has requested and attempted to arrange a meeting with the Design-Builder and Surety, to be held not later than fourteen (14) days after receipt of Owner's notice, to discuss methods of performing the Design-Builder's obligations under the Design-Build Agreement. If the Owner, Design-Builder and Surety agree, the Design-Builder shall be allowed a reasonable time to perform its obligations under the Design-Build Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare the Design-Builder in default;

4.2 The Owner declares the Design-Builder to be in default, terminates the Design-Build Agreement and notifies the Surety in writing; and

4.3 The Owner has agreed to pay the balance remaining under the Design-Build Agreement (i.e., the total amount payable by the Owner to the Design-Builder thereunder less amounts properly paid by the Owner to the Design-Builder, the "Contract Balance") to:

.1 The Surety, in accordance with the terms of the Design-Build Agreement; or
.2 Another design-builder selected pursuant to Section 5.3 to perform the remaining obligations under the Design-Build Agreement.

5 **Surety's Obligations.** When Owner has satisfied the conditions of Section 4, the Surety shall promptly take one of the following actions, at the Surety's expense:

5.1 Arrange for the Design-Builder to perform and complete the remaining obligations under the Design-Build Agreement, with consent of Owner;

5.2 Undertake to perform and complete the remaining obligations under the Design-Build Agreement itself, through its agents or through independent contractors;

5.3 Obtain bids or negotiated proposals from qualified design-builders acceptable to Owner for a contract for performance and completion of the Design-Build Agreement, arrange for a contract to be prepared for execution by Owner and a design-builder selected with Owner's concurrence, to be secured by performance and payment bonds equivalent to those for the Design-Build Agreement, issued by a qualified surety. The Surety shall: a. make available as Work progresses sufficient funds to pay the cost of completion of the Design-Build Agreement; and, b. pay to Owner the amount of damages as described in Section 7;

5.4 Waive its right to complete the Work under Sections 5.2 or 5.3, and reimburse the Owner the amount of its reasonable costs to complete the Work; or

5.5 Deny liability, in whole or in part, and notify the Owner in writing, citing reasons therefor.

6 Owner's Rights. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and stating that the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, under Section 5.5, the Owner shall be entitled without further notice to enforce any remedy available to it.

7 Damages Covered. In any event, the Surety's obligations to the Owner, and the Owner's obligations to the Surety, shall not be greater than those of the Owner and Design-Builder to each other, respectively, under the Design-Build Agreement. Subject to commitment by Owner to payment of the Contract Balance, the Surety is obligated without duplication for:

7.1 The responsibilities of Design-Builder for correction of defective Work and completion of the Project;
7.2 Additional legal, design professional and delay costs resulting from Design-Builder's default, and resulting from the actions or failure to act of Surety under Paragraph 5; and
7.3 Liquidated damages, or if no liquidated damages are specified in the Design-Build Agreement, actual damages caused by delayed performance or non-performance of Design-Builder.

8 Bond Liability. The Surety shall not be liable to the Owner or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

9 Beneficiaries. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

10 Dispute Resolution. All disputes related to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two (2) years after: a. the Owner declares the Design-Builder in default under Section 4.2; or, b. Substantial Completion of the Project, whichever occurs first. If the provisions of this Section 10 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

10.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by Owner against Surety to enforce the Surety's obligations under this Bond.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.
(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:
(check appropriate box)
□ Use the contact information shown on page 1; or
□ Use the following alternate contact information:
(fill in Surety claims administrator contact information below)

12 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

13 Warranty Obligation. The Surety's obligations to the Owner for warranties of the Design-Builder shall be the same as those required of the Design-Builder under the Design-Build Agreement, subject to the time limitation in Section 10. Unless otherwise stated below, the Surety's obligation for such warranties excludes: a) products, materials or equipment covered by a manufacturer's separate warranty; and b) claims by the Owner first noticed to Surety in writing more than one year after the effective date of such warranty as specified under the Design-Build Agreement.
(List below any exceptions to the above limitations on Surety's warranty obligation, if any)

14 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company:	**SURETY** Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

EXHIBIT B2
PAYMENT BOND FORM
CITY OF BOTHELL
FIRE STATIONS 42 AND 45 REPLACEMENT

PAYMENT BOND FOR DESIGN-BUILD PROJECTS

This bond form has been endorsed by The National Association of Surety Bond Producers and The Surety & Fidelity Association of America

DESIGN-BUILDER/PRINCIPAL: *(Name and address)*	**SURETY:** *(Name and address)*
OWNER/OBLIGEE: *(Name and address)* **City of Bothell** **18415 101st Ave NE** **Bothell, WA 98011**	**PROJECT:** *(Name and location)* **Fire Stations 42 and 45 Replacement**
DESIGN-BUILD AGREEMENT: Dated: Amount:	**BOND DATE:** *(Not earlier than date of Design-Build Agreement)* **BOND AMOUNT:**

MODIFICATIONS TO THIS BOND:
(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 **Binding Effect.** The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay for labor, services, materials and equipment furnished by Claimants for use in the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 **Intent of Bond.** If the Design-Builder promptly makes payment of all sums for all labor, services, materials, and equipment furnished for use in the performance of the Design-Build Agreement, then the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect.

3 **Notice of Claim.** Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work, services or labor, or furnished the last of the materials or equipment for which said claim is made, may have a right of action on this Bond.

3.1 Claimants shall provide written notice to the Surety and send a copy, or notice thereof, to Owner and Design-Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, and the last date such work, services or labor were performed, or the last materials or equipment were furnished in furtherance of the Design-Build Agreement.

3.2 If Claimant does not have a direct contract with Design-Builder, the notice shall identify the person or entity with whom Claimant contracted and who has not made payment to Claimant.

4 **Surety's Obligations**. When a Claimant has satisfied the conditions of Section 3, the Surety shall promptly take the following actions at the Surety's expense:

4.1 Send an answer to that Claimant, with a copy to the Owner and Design-Builder, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any disputed portions or amounts.

4.2 Pay or arrange for payment of any undisputed amounts.

5 **Bond Liability.** If the Surety fails to discharge its obligations under Sections 4.1 or 4.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to successfully recover any sums found to be due and owing to the Claimant. If Claimant does not recover the entire amount claimed in its notice under Section 3, then such attorney's fees shall be reduced in proportion to the amount actually recovered.

5.1 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

6 **Waiver of Notice.** The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

7 **Dispute Resolution.** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the Project is located. Such suit or action must be filed within one (1) year from the date: a) on which the Claimant sent a claim to the Surety pursuant to Section 3.1; or, b) on which the Claimant last performed labor or services or furnished materials or equipment on the Project, whichever occurs first. If the provisions of this Section 7 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

7.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-

Builder is not a necessary or indispensable party to any legal action by any party against the Surety to enforce the Surety's obligations under this Bond.

8 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

9 Copy To Be Furnished. Upon written request of any person or entity appearing to be a potential Claimant on this Bond, Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.

10 Claimant Defined. A Claimant is any individual or entity having a direct contract with the Design-Builder or having a contract with a subcontractor that has a direct contract with the Design-Builder to furnish services, labor, materials or equipment for use in the performance of the Design-Build Agreement.

10.1 A Claimant may include amounts owed by the Design-Builder for design and other professional services furnished or performed by Claimant regardless of whether such services might form the basis for a mechanic's lien under applicable State law.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:
(check appropriate box)
□ Use the contact information shown on page 1; or
□ Use the following alternate contact information:
(fill in Surety claims administrator contact information below)

12 Subcontractor Bonds. If this Bond is issued for an agreement between the Design-Builder and a subcontractor, the term Design-Builder in this Bond shall be deemed to be the bonded subcontractor and the term Owner shall be deemed to be Design-Builder.

13 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company:	**SURETY** Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal

	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

EXHIBIT C
PHASE 1 AND 2 SCOPE OF WORK
City of Bothell
Fire Station 42 and 45 Replacement

PART 1 PHASE 1 SCOPE OF SERVICES

1.01 SUMMARY OF WORK

A. This Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 1.

1.02 PHASE 1 SCOPE

A. Design Builder shall review, analyze, and validate the Owner Provided Information, the Initial Basis of Design Documents, and the Project Schedule.

B. Design Builder shall conduct such site investigations, environmental assessments, review of regulatory and legal authority and restrictions, and all other actions and review and assess other information as reasonably necessary to verify and validate the Owner Provided Information.

C. Design Builder shall review, analyze and validate the concepts for the Project elements as shown in the Initial Basis of Design Documents. In addition, Design Builder shall work collaboratively with the Owner and the Stakeholders to examine whether new concepts will better maximize the Owner's Project Goals and achieve Design Excellence, and if approved by the Owner, further develop such new concepts and incorporate them into the Project.

D. Design-Builder will study the sustainability objectives as stated in the Initial Basis of Design Documents to endeavor to achieve USGBC LEED Silver certification.

E. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to obtain input regarding the Project design and functionality, as well as other major Project elements and to develop the Final Basis of Design Documents.

F. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to progress the design to a sufficient state to develop the Final Basis of Design Documents, the Guaranteed Maximum Price, and the Project Schedule. The timing of the Phase 1A Report, the GMP Proposal and the percentage complete of the designs and specifications will be jointly determined by the Owner and the Design-Builder.

G. Design Builder shall provide the Deliverables during Phase 1 as set forth in Sections 2.01.A. and B. herein. Deliverables shall be provided in a format acceptable to the Owner. Design Builder must utilize the

following programs, as applicable: No specific programs are identified at this time.

H. At the conclusion of Phase 1A the Design-Builder shall provide the deliverables set forth herein, including the Phase 1A Report.

I. At the conclusion of Phase 1 the Design Builder shall prepare a GMP Proposal that includes all Phase 2 Deliverables and is consistent with any modifications and/or clarifications to the Initial Basis of Design Documents as set forth in Section 2.01.D herein.

1.03 VALIDATION OF INFORMATION.

A. During Phase 1A, Design Builder shall perform such assessments, reviews and investigations of the Owner Provided Information, as determined by Design Builder to be reasonably necessary to validate the Owner Provided Information, the Commercial Terms and the Owner Project Requirements. Additional reviews, assessments and investigations of Owner Provided Information shall include, if reasonably necessary, the following:

1. Verification that the As-Built drawings and other architectural and engineering drawings, plans and specifications are correct,
2. Constructability, including proposed methods of construction, of the proposed structures in the Initial Basis of Design Documents,
3. Verification of the architectural, engineering and other assumptions and calculations in any Owner Provided Information,
4. Examination and verification of actual site conditions as set forth below,
5. Verification of any surveys,
6. Review and assessment of all applicable legal and regulatory rules and restrictions on the Project, including consultation with permit authorities regarding their requirements,
7. Verification and validation of assumptions regarding the establishment of the Commercial Terms, including but not limited to the GMP, the Project Schedule, and the Final Basis of Design Documents.

B. Design Builder shall perform site investigations as necessary for Design Builder to verify the Owner Provided Information and to validate the Commercial Terms and the Owner Project Requirements. Design Builder shall visit the Site and examine thoroughly and understand the nature and extent of the Work, site, locality, actual conditions, as-built conditions, and all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, time, progress, performance or furnishing of the Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto. Such additional investigations shall be conducted to sufficiently

identify or characterize utility locations (underground and overhead), site conditions, contaminated materials, and observable or concealed conditions in the existing facilities, including but not limited to the following:

1. Develop requirements for survey by the Owner and submit them to the Owner at least two (2) weeks prior to the need for the survey results.
2. Undertake surveys, investigations and analysis to provide necessary data and information for project design including sufficient information to evaluate design alternatives.
3. Complete a comprehensive archaeological site survey and conduct a literature and data search to determine potentially archaeologically significant sites and conditions.
4. Perform Geotechnical soils sampling, testing, and analysis to provide necessary data and information for Project design and provide a final Geotechnical Report. Test for contamination during this process. Test for soil percolation rates during this process.
5. Subsurface investigation work, including the disturbance of existing vegetation, cannot proceed until all required permits have been obtained.

C. Design Builder will conduct or obtain and understand all such examinations, investigations, explorations, tests, reports and studies, in addition to or to supplement those referred to above, that pertain to the subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, time, progress, performance or furnishing of Work, as Design Builder considers necessary for the performance or furnishing of Work for the Commercial Terms and in accordance with the Owner Project Requirements as well as other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required from the Owner by Design Builder for such purposes.

D. All reports or analyses generated by Design Builder's research, testing, inspections, and investigations, including but not limited to geotechnical evaluations and hazardous materials studies, archaeological site surveys, etc.., shall be provided to the Owner promptly, within seven (7) business days, after such reports are analyzed and generated.

E. Design Builder shall be responsible for ensuring that its design documents and construction work accurately conforms to, and interfaces with, the existing conditions and shall not request a change or claim for unforeseen or concealed conditions except as provided under the provisions of the contract.

F. The Design Builder shall work with the Owner to determine if additional examinations, investigations, explorations, tests, reports, studies or similar

may be required after partial or complete demolition of the existing stations. If the parties agree, this work shall be completed by the Design Builder and included in the GMP.

1.04 DEVELOPMENT OF FINAL BASIS OF DESIGN DOCUMENTS

A. Design Builder shall manage the design process in a collaborative, efficient, and coordinated manner and conduct design workshops as required by the Contract Documents. The Final Basis of Design Documents will establish the scope of the Work and provide the basis for the GMP. The Final Basis of Design Documents must be consistent with the Initial Basis of Design Documents, unless the Owner has consented to modify its requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.

B. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

C. The Owner will review and comment on the Design Materials in a timely fashion. The Design-Builder will allow adequate time for the Owner to review the Design Materials, which shall not be less than 15 business days.

D. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies or Design-Build processes may require modifications to these requirements.

E. By submitting Design Materials, Design Builder represents to the Owner that the Design Materials may be designed and constructed for the then current Commercial Terms and in accordance with the Initial Basis of Design Documents. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term or the Initial Basis of Design Documents; however, with any such Design Materials, Design Builder must provide notice pursuant to Section 10 of the General Conditions.

1.05 DEVELOPMENT OF GMP

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. Throughout the Project, Design Builder will update estimates and forecasts and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an open and transparent basis. The project controls system used by the Design Builder shall be acceptable to the

Owner and will be capable of being broken down and reported in several different work breakdown structures, including but not limited to organizing the financial data by cost element codes, subcontracts, vendors, Construction Document packages, etc.

C. The Design Builder will coordinate the development of the GMP with the development of the Final Basis of Design Documents as well as the Project Schedule so that the Owner may obtain an accurate GMP within the Project Budget.

1.06 DEVELOPMENT OF PROJECT SCHEDULE

A. The forecasting and development of the Project Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its Fire Stations.

B. Design Builder shall provide the Owner with frequent updates to the project schedule in a format acceptable to the Owner.

PART 2 PHASE 1 DELIVERABLES

2.01 SUBMITTALS

A. Submittals After Phase 1 Notice to Proceed: Design Builder shall provide the following Submittals within 15 days after the Notice to Proceed with Phase 1, unless otherwise noted in Phase 1 Schedule.

1. Phase 1 Schedule pursuant to Section 2.02.A.
2. Electronic Data Protocol pursuant to 2.03.A.
3. Preliminary Schedule of Values for the Project Budget pursuant to Section 2.05.A.
4. Subcontractor Procurement Procedure pursuant to Section 2.06.A.
5. Project Safety and Job Hazard Analysis pursuant to Section 2.07.A.

B. Submittals During Phase 1: Design Builder shall provide the following submittals.

1. On a monthly basis:
   a. Updates to the Phase 1 Schedule, Schedule of Values and Project Schedule pursuant to Section 2.02.B.
   b. Design Materials Packages pursuant to Section 2.04.A.
   c. Preliminary estimating information pursuant to Section 2.05.B.
   d. Updates to LEED check list.

C. Phase 1A Report: At the conclusion of Phase 1A, the Design-Builder shall provide a report with the following Deliverables:

1. 30 percent design for stations 42 and 45.
2. 90 percent design/permit documents for temporary facilities as needed.
3. A Target Budget pursuant to Section 2.05.C, including the following:
   a. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis.
   b. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement.
   c. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement.
   d. If applicable, a schedule of unit prices.
   e. Updated Schedule of Values pursuant to Section 2.05.B.
4. Project Schedule pursuant to Section 2.02.D.
5. Subcontractor Procurement Procedure pursuant to Section 2.06
6. Project Phasing/Staging Analysis pursuant to Section 2.08.
7. Permitting Strategy Plan pursuant to Section 2.09
8. Small Business Participation/Outreach Plan pursuant to Section 2.10.
9. QA/QC Plans pursuant to Section 2.11.
10. Differing Site Conditions Report pursuant to Section 2.13.
11. Approach to percent for the Arts program
12. Approach to reach the City's 10% SWMBE participation goal.

D. GMP Proposal: At the conclusion of Phase 1, Design Builder shall provide a GMP Proposal that includes the following Deliverables.

1. Proposed GMP pursuant to Section 2.05.D, including the following
   a. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis.
   b. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement.
   c. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement.

d. If applicable, a schedule of unit prices.

2. Final Basis of Design Documents pursuant to Section 2.04.C.

3. Updated Project Schedule pursuant to Section 2.02.E.

4. Updated Schedule of Values pursuant to Section 2.05.B.

5. A list of the assumptions and clarifications made by the Design-Builder in preparation of the GMP Proposal.

6. Contract Close-Out Plan pursuant to Section 2.12.

2.02 SCHEDULES

A. Phase 1 Schedule. By the date set forth in Section 2.01A herein, Design Builder shall provide a Phase 1 Schedule.

1. Phase 1 Schedule shall show the activities of the Owner and Design Builder necessary to meet Phase 1 requirements and shall separate activities between Phases 1A and 1B.

2. Phase 1 Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available.

a. During Phase 1, Design Builder will establish the timing for schedule updates with acceptance from the Owner, but such updates shall happen no less than monthly.

3. If an update to Phase 1 Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner pursuant to the Contract Documents.

B. Preliminary Project Schedule. Pursuant to Section 2.01.A, within 15 days of the Notice to Proceed for Phase 1, Design Builder shall submit a Preliminary Project Schedule that reflects Design Builder's sequence of design, procurement and construction activities including the interrelationships of the Demolition and Construction Packages.

1. The Design Build team shall work with the Owner to develop the Preliminary Schedule.

2. The Preliminary Schedule shall show the activities of the Owner and Design Builder necessary to meet the Project completion requirements.

3. The Preliminary Schedule shall be updated monthly with the level of detail for each schedule update reflecting the information then available.

a. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.

b. Design Builder shall also provide updates during the development of the Final Basis of Design Documents.

4. If an update to the Preliminary Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner pursuant to the Contract Documents.

C. Design Builder shall meet with the Owner to review the Preliminary Schedule and updates. If the Owner has any comments relative to the Preliminary Schedule or Schedule Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Preliminary Schedule, its basis, or both. The parties will work collaboratively to make adjustments in the Final Basis of Design Document, the Project Schedule, or GMP to fit within the Owner's objectives.

D. With the Phase 1A Report, Design Builder shall provide a Project Schedule that will incorporate the Preliminary Schedule developed collaboratively during Phase 1A along with any updates to the schedule.

E. With the GMP Proposal, Design Builder shall provide a Project Schedule that will incorporate the Preliminary Schedule developed collaboratively during Phase 1B along with any updates to the schedule.

F. All schedules must be in the format of a Critical Path Method (CPM) Resource loaded schedule as set forth below.

G. Critical Path Method (CPM) Resource loaded schedule

1. The CPM Schedule will contain the following

   a. All tasks required to complete the scope of work for the project.

   b. Durations for all tasks in the project schedule.

   c. Logical ties and sequence of work for every task in the schedule.

   d. Resources for project hours and major material quantities for site construction.

2. Project Schedule shall be detailed and organized according to pre-defined Design-Builder's WBS that is developed in the Scope Management Plan. The project schedule will include all activities and relationships identified in the Design-Builder's Scope of Work Narrative. Each major area of work within Design-Builder's scope shall be represented by activities in the schedule.

3. Design-Builder shall prepare a detailed resource loaded CPM Project Schedule in accordance with this specification. The schedule shall be submitted to the Owner for their review. The detailed schedule shall reflect, at a minimum, engineering, procurement, construction, fabrication, and delivery activities for each piece of procured equipment, key drawing release dates by

discipline, and logic and interrelationships between activities so that a logical progression of the work is depicted. Project Milestones shall also be included in schedule.

4. Design-Builder and subcontractors shall meet with the Owner to review and approve the detailed CPM baseline Project Schedule.

5. Once the detailed project schedule has been approved by the Owner, Design-Builder will establish a baseline schedule. Thereafter Design-Builder shall advise the Owner of any proposed Critical Path Schedule changes and promptly provide the Owner with any revisions thereto and recovery plans as required to meet the contractual dates.

6. Schedule Validity and Content

   a. Prepare schedules in a format acceptable to the Owner.

   b. Contain Work Breakdown Structure coding matching deliverables and work packages.

   c. Schedule will reflect all deliverables and tasks mention in the Scope of Work narrative.

   d. Schedules shall be coded for grouping by engineering, procurement, construction, and commissioning.

   e. Project schedule activities that Design-Builder is responsible for performing shall be resource loaded with engineering and procurement activities. Construction activities shall be resource loaded 60 days prior to site mobilization.

   f. Resource loading for project hours and major material quantities for site construction.

   g. Engineering, procurement and construction activities shall be included, such that Project staffing requirements can be determined or verified with schedule. The original resource-loaded construction schedule shall form basis for progress reporting, and payment.

   h. Schedules shall be provided in a format acceptable to the Owner on a monthly basis.

   i. Complete sequence of engineering, procurement and construction by activity.

   j. Schedules will be reported and calculated using retained logic. No progress override.

   k. An unlocked and searchable PDF of monthly schedule with the following

      (1) Columns showing (Activity ID, Activity Description, Original Duration, Remaining Duration, Activity

Percent Complete, Start, Finish, Total Float, Baseline Start, Baseline Finish, Baseline Finish Variance, and Predecessors/Successors)

(2) Gantt chart illustrating schedule activities start and finish dates, baseline planned progress, actual earned progress, and critical tasks.

l. No open ends with the exception of one predecessor open end for starting the project and one successor open end for completing the project.

m. No out-of-sequence logic.

n. Critical path for DESIGN-BUILDER's schedule activities.

7. Major Milestone Dates

a. NTP

b. Outage Dates

c. Major Material Delivery

d. Major Submittals

e. Design Reviews

f. Mobilization Dates

g. Inspection Dates

h. Substantial Completion Dates

i. Performance Test Dates

j. Final Completion Dates

2.03 ELECTRONIC DATA PROTOCOL

A. Electronic Data Protocol

1. Owner and Design Builder shall develop an appropriate Electronic Data Protocol pursuant to Article 12 of the General Conditions.

2. Design Builder shall provide the Electronic Data Protocol by the date set forth in Section 2.01.A.

2.04 DESIGN DELIVERABLES

A. Preliminary Design Materials. As Design Builder develops the Final Basis of Design Documents, Design Builder shall collaborate with the Owner to submit and review the Preliminary Design Materials that will be incorporated into the Final Basis of Design Documents. The Preliminary Design Materials will be submitted pursuant to the Phase 1 Schedule.

1. Design Builder shall coordinate with the Owner to determine the schedule for submission of preliminary Design Materials Packages to review collaboratively with the Owner. Design Builder shall schedule the review of the Design Materials Packages such that the review of each package submitted is of reasonable scope for prompt and thorough review by the Owner.

2. Design Builder shall highlight any material differences between the Final Basis of Design Documents as they are being developed and the Initial Basis of Design Documents.

3. If the Owner has any comments relative to the Design Materials or finds any inconsistencies from the Initial Basis of Design Documents or inaccuracies in the Design Materials, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Final Basis of Design Documents.

4. The parties will work collaboratively to make adjustments in the Design Materials and in the proposed Final Basis of Design Documents to fit within the Owner's Project Goals.

B. 30 Percent Design.

1. With the Phase 1A Report, the Design-Builder shall provide a 30 percent design for the Project, including but not limited to the following elements:

   a. 30 Percent Design Documents for Station 42

   b. 30 Percent Design Documents for Station 45

   c. 90 Percent Design /Permit Documents for any Temporary Facilities

   d. Development Plan for the Basis of Design Documents submitted with the GMP Proposal, which includes the required deliverables for each Station.

2. The Owner and Design-Builder shall work collaboratively to develop the 30 Percent Design Documents and shall include the elements set forth below.

C. Final Basis of Design Documents. The Owner and Design Builder shall work collaboratively to develop the Final Basis of Design Documents provided as part of the GMP Proposal. The Final Basis of Design Documents submitted with the GMP Proposal shall be determined during Phase 1A and shall include at a minimum the following documents and set forth the assumptions and clarifications on which the GMP Proposal and Project Schedule are based.

D. Milestone Design Deliverables. The 30 Percent Design Documents and the Final Basis of Design Documents shall be referred to as "Milestone Design Deliverables" and shall contain the following elements:

1. Project Manual, which shall set forth both the general objectives for the Owner, as well as specific uses for each of the project elements set forth in the Initial Basis of Design Documents.
2. Major building elements and components including but not be limited to the following.
   a. Concept, Character, and Principals
   b. Landscape Plan
   c. Existing Site Photos
   d. Site Plan and Access;
   e. Massing Plan
   f. Exterior Elevations
   g. Floor Plate Stacking
   h. Building Sections
   i. Building Entries and Circulation
   j. Solar Orientation
   k. Floor Plans
   l. Proposed Materials and Color Palate
   m. Parking Concept
   n. Narrative
   o. Renderings (Exterior/Interior)
   p. Vehicular turning templates for the fire trucks/ladder to ensure that the movements work within the site as well as getting out of the site
   q. All required elements to obtain permit documents for Temporary Facilities as required
3. Design-Builder must have written approval from the Owner to proceed with the project after submission of each of the Milestone Design Deliverables set forth above.
4. Design Builder shall schedule the review of the Construction Packages such that the review of each package submitted is of reasonable scope for prompt and thorough review by the Owner.
5. Design Builder shall highlight any material differences and developments between the Initial Basis of Design Documents, any interim Design Materials, and the Final Basis of Design Documents as the Final Basis of Design Documents are being developed.

6. If the Owner has any comments relative to the Design Materials or finds any inconsistencies from the Initial Basis of Design Documents or discovers inaccuracies in the Design Materials, the Owner shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Final Basis of Design Documents.

7. The parties will work collaboratively to make adjustments in the Design Materials and in the proposed 30 Percent Design Documents and Final Basis of Design Documents to fit within the Owner's Project Goals as well as the GMP and Schedule established in the GMP Amendment.

8. Performance Specifications, which shall set forth the specific requirements for the project and identification of each major system, including but not limited to the following:

   a. Mechanical, electrical, and plumbing systems

   b. Structural capacities and requirements

   c. Warranty obligations

   d. Operations and maintenance requirements

9. Sustainability Requirements and Plan. Design Builder shall manage environmental issues and implement and document sustainability goals set forth in the GMP Amendment. the Project's Leadership in Energy and Environmental Design (LEED) requirements, including but not limited to: a) outline Subcontractor requirements for Sustainability in the subcontract bid documents; b) monitor the submittal process to ensure compliance with Sustainability goals; c) train Subcontractors in Sustainability requirements; d) review design changes during construction for Sustainability impacts and inform Owner of impacts; e) ensure installed products are compliant with the Sustainability requirements; and f) assemble and maintain records to document Sustainability goals compliance.

2.05 TARGET BUDGET AND GMP

A. Preliminary Schedule of Values

1. Preliminary Schedule of Values. Within 15 days of the Notice to Proceed with Phase 1, Design Builder shall submit a preliminary Schedule of Values for the Project in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.

2. With the submission of Design Materials Packages, Design Builder shall provide preliminary estimates of costs associated with the

Design Materials in a format acceptable to the Owner that will be incorporated into the GMP.

3. The preliminary estimates shall be provided on a bi-weekly basis and shall be updated with new information as Design Builder develops and finalizes the GMP.

B. Schedule of Values and Cost Model

1. Schedule of Values. On a monthly basis, Design Builder shall provide an updated Schedule of Values for the Work with actual start and/or finish dates and percentages complete. Updates shall compare the planned progress from baseline schedule with actual progress from the current schedule. The Schedule of Values shall be in conformance with the requirements below and in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may reasonably require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.

2. Schedule of Values Requirements

   a. Submit to Owner schedule of values allocated to various portions of Work.

   b. Submit to Owner an updated progressed CPM Schedule will substantiate the % complete of each task.

   c. Schedule of values shall be used as basis for Design-Builder's Applications for Payment, as well as, a basis for identifying savings and overruns at the end of the project.

3. Sum of all values listed in schedule shall equal total GMP Contract Price.

4. Each item shall include directly proportional amount of Design-Builder's fee, as applicable.

5. Schedule of Values Form and Content

   a. Schedule of Values will be provided in a format acceptable to the Owner.

   b. Title of Project and location.

   c. Project number.

   d. Date of submission.

   e. Schedule of Values columns will contain at a minimum the following information

      (1) Line Item # - Corresponding back to the WBS

      (2) Line Item Description

(3) Budgetary Cost

(4) Current Period % Complete

(5) Current Period Cost

(6) JTD % Complete

(7) JTD Cost

(8) Variance Column Representing Budgetary Cost Minus JTD Cost

6. Cost Model. Within 8 weeks of the Notice to Proceed with Phase 1, Design Builder shall provide a Cost Model, for the Owner's review and acceptance.

a. The Cost Model shall, at a minimum, provide the following information:

(1) List for all Design and Construction Packages organized by CSI;

(2) Estimated base bid amounts for all Construction Packages;

(3) Construction Package Allowances.

b. Design Builder shall utilize a project controls management system (PCMS) that will be reviewed for acceptance to the Owner.

c. Estimates and forecasts within the Cost Model will need to have the capability to be broken down and reported on in many different formats. These formats may include organizing the estimate by different projects, project funding types, Owner cost element codes, contracts, vendors, Construction Package Sets, Construction Packages, etc. Design-Builder shall collaborate with the Owner to determine the appropriate Work Breakdown Structure that will be used for the development of the Cost Model and all Project cost estimates.

d. In developing its Construction Package Plan, Design-Builder shall coordinate with the Owner to determine a packaging strategy deemed advantageous to all parties. The agreed-upon packaging strategy will be incorporated into the Cost Model and Project schedule.

e. On a bi-weekly basis, Design-Builder shall update estimates and forecasts as data becomes available to reflect real time information. The Owner will rely on this real-time information for accuracy of overall Owner cost forecasts across all Owner projects.

7. Work Breakdown Structure (WBS)

a. The Work Breakdown Structure (WBS) is a task-oriented division of work necessary to engineer, procure, and construct the Project. It categorizes successively smaller tasks, in order to achieve scope, schedule, and budget control at the most practical level.

b. Design-Builder will develop a WBS structure at the completion of Phase 1A. Design-Builder will work with the Owner to develop a mutual compatible WBS system to satisfy the intent of the project. The WBS structure will represent the Design-Builder's entire scope for the project, broken down into manageable deliverables or work packages. This Hierarchy will be used to organize the project's scope narrative, the project's schedule, and the project's budgeted Schedule of Values (SOV). This will not be presented as a list of deliverables but as breakdown of work packages and their deliverables. The WBS structure will be provided in a format acceptable to the Owner.

8. Scope of Work Narrative

a. Design-Builder will develop, from the Work Breakdown Structure, a Scope of Work Narrative for the project before Phase 2 is approved. This document will provide a description of the work to be done for each WBS work package. This document will identify the Design-Builder's general understanding of the project, as well as, provide a description of the work that will be done, and deliverables that will be produced for work packages in the WBS. A narrative for each work package will include, but is not limited to the following:

b. Narrative of work to be performed

c. List of major deliverables

d. List of information needed (if any) from UTILITIES, or other stakeholders outside of the Contract to perform the work.

C. Target Budget

1. With the Phase 1A Report, Design-Builder shall prepare and submit a Target Budget to the Owner, in a format acceptable to the Owner, reflecting the Target Budget for the Project on an open book basis. The Target Budget shall include:

a. The Design-Builder's Fee Percentage,

b. The Cost of the Work as defined in Section 6.3 of the Agreement,

c. If applicable, any Allowance established by the Parties pursuant to Section 6.4.1 of the Agreement.

d. Contingencies established pursuant to Section 6.4.4 of the Agreement.

2. In support of the proposed Target Budget, Design Builder shall provide:

a. A list of Not to Exceed Amounts and the information required in Section 6.4.2 of the Agreement.

b. A list of Lump Sums and the information required in Section 6.4.3 of the Agreement.

c. A list of the assumptions and clarifications made by Design Builder in the preparation of the GMP to supplement the information contained in the 30 Percent Design Documents.

d. All material changes from the Initial Basis of Design Documents and Design Builder's Proposal and the costs associated with such changes.

3. Design Builder shall meet with the Owner to review the proposed Target Budget. If the Owner has any comments relative to the proposed Target Budget or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Target Budget, its basis, or both. The parties will work collaboratively to make adjustments in the 30 Percent Design, Project Schedule, or Target Budget to meet the Owner's objectives.

D. Establishment of the GMP.

1. With the GMP Proposal, Design Builder shall prepare and submit a proposed GMP to the Owner, in a format acceptable to the Owner, reflecting Design Builder's total cost for the Project on an open book basis. The GMP shall include:

a. Design Builder's Lump Sum Fee as defined in Section 6.2.3 of the Agreement and established in the GMP Amendment.

b. The Cost of the Work as defined in Section 6.3 of the Agreement.

c. If applicable, any Allowance established by the Parties pursuant to Section 6.4.1 of the Agreement.

d. Contingencies established pursuant to Section 6.4.4 of the Agreement.

e. If applicable, Incentive Payments to the Design Builder

2. In support of the proposed GMP, Design Builder shall provide:

a. A list of Not to Exceed Amounts and the information required in Section 6.4.2 of the Agreement.

b. A list of Lump Sums and the information required in Section 6.4.3 of the Agreement.

c. A list of the assumptions and clarifications made by Design Builder in the preparation of the GMP to supplement the information contained in the Final Basis of Design Documents.

d. All material changes from the Initial Basis of Design Documents and Design Builder's Proposal and the costs associated with such changes.

E. Design Builder shall meet with the Owner to review the proposed GMP. If the Owner has any comments relative to the proposed GMP or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed GMP, its basis, or both. The parties will work collaboratively to make adjustments in the Final Basis of Design Documents, Project Schedule, or GMP to meet the Owner's objectives.

2.06 SUBCONTRACTOR PROCUREMENT PROCEDURE

A. By the date set forth in Section 2.01A herein, Design Builder shall submit for approval the Subcontractor Procurement Procedure as required in Section 2.8 of the General Conditions.

2.07 PROJECT SAFETY AND JOB SITE HAZARD ANALYSIS

A. By the date set forth in Section 2.01A herein, Design Builder shall submit a Project Safety and Job Site Hazard Analysis for the activities associated with Phase 1.

B. With GMP Proposal, Design Builder shall submit a Project Safety Plan with Job Site Hazard Analyses addressing all phases of the project after Phase 1.

C. No field investigations or construction activities will be authorized without acceptance of safety plans as required for the Work.

2.08 PROJECT PHASING /STAGING ANALYSIS

A. With the Phase 1A Report, Design Builder shall provide a Project Phasing analysis for all Permanent and Temporary Facilities.

B. Design Builder shall provide a Phasing/Staging analysis for the Temporary Facilities that includes Demolition and Construction Packages with detailed plans for design and construction activities including the staging of construction materials and facilities.

C. Analyze multiple potential sites for temporary facilities. Sites may be City owned properties. Design Builder shall include research of leasable

properties/sites and assist the City in selecting appropriate sites.

2.09 PERMITTING STRATEGY PLAN:

A. With the Phase 1A Report, Design Builder shall provide a Permitting Strategy Plan detailing the process for obtaining the building and site development permits for various phases of the project. During Phase 1A, Design Builder must meet with the applicable building officials and develop processes and time lines for plan check approvals including but not limited to any potential conditional use permits.

B. Design Builder shall coordinate with all authorities having jurisdiction over the Project for the approval of environmental mitigation measures.

2.10 SMALL BUSINESS PARTICPATION/OUTREACH PLAN

A. With the Phase 1A Report, Design Builder shall analyze the capabilities of small, regional, and local firms and the projected manpower availability to determine and report on the percentage of the Work that such firms could reasonably be expected to perform during the Design, Preconstruction and Construction Phases of the Project.

B. Based on this analysis, Design Builder shall prepare an Outreach Plan, subject to the review and approval of the Owner.

C. As a minimum, the Outreach Plan shall include:

1. A complete definition of the efforts to be taken on the part of Design Builder to tailor design, preconstruction services and Construction Packages so as to be capable of being performed by small, local and/or regional consultants, designers, and/or subcontractors.

2. A description of the formal outreach process to be used to communicate the requirements of the Work with the small, local and/or regional consultants, designers and/or subcontractors.

3. The approach to procure consultants and subcontractors (e.g., open bid, prequalification, best-value, etc.) to maximize participation by small, regional, and local firms.

2.11 QA/QC PLANS

A. Prepare a Quality Management Plan (QMP) in accordance with the Contract requirements and submit it with the Phase 1A Report.

B. Design Quality Management Plan.

1. Design Quality Management Plan (DQMP): shall be developed in accordance with the requirements outlined in the Contract.

2. Design Quality Audits: Design Quality Assurance Manager shall audit all design packages for compliance with the requirements outlined in the DQMP.

3. Independent Technical Reviews: The Design Quality Assurance Manager will appoint appropriate technical staff to conduct

Independent Technical Reviews of each design package. These reviews will occur concurrently with the Inter- Disciplinary Reviews and Constructability Reviews.

C. Construction Quality Management Plan.

1. Construction Quality Management Plan (CQMP): shall be developed in accordance with the requirements outlined in the Contract.

2.12 CONTRACT CLOSEOUT PLAN

A. With the GMP Proposal, Design Builder shall provide a Project Closeout Plan that integrates all aspects of project closeout proactively over the life of the project. The Closeout Plan will be a living document that will grow and expand as the design and construction progress. The Project Closeout Plan should include, but not be limited to mechanisms and procedures for:

1. Closeout provisions included in subcontract procurement documents
2. Phased completions and early subcontract closeouts
3. Commissioning
4. Warranties
5. Training
6. O&M Documentation
7. Record Documents
8. Cost Reconciliations
9. Permit and Regulatory Requirements

2.13 DIFFERING SITE CONDITIONS REPORT

A. With the Phase 1A Report, Design Builder shall provide a report of all Differing Site Conditions as defined in Section 4.2 of the General Conditions that are discovered during Phase 1A.

B. The Differing Site Conditions Report shall include the following information for each of the identified Differing Site Conditions identified in the Report.

1. The location of the Differing Site Condition;
2. A description of the Differing Site Condition that explains why it qualifies as a Differing Site Condition pursuant to Section 4.2 of the General Conditions;
3. The date the Differing Site Condition was discovered;
4. The impact of the Differing Site Condition on the Initial Basis of Design Documents, the Final Basis of Design Documents, and/or any Commercial Term, as applicable.

PART 3: PHASE 2 SCOPE OF SERVICES

3.01 SUMMARY OF WORK

A. Unless the parties agree otherwise in writing, this Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 2.

3.02 PHASE 2 SCOPE

A. Design Builder shall complete the design and construction services as set forth in the GMP Amendment.

B. Design Builder shall provide the deliverables set forth in this Attachment during Phase 2. Deliverables shall be provided in a format acceptable to the Owner.

3.03 COMPLETION OF DESIGN

A. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

B. The Owner will review and comment on the Construction Documents and other Design Materials in a timely fashion.

C. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies or Design-Build processes may require modifications to these requirements.

D. By submitting Design Materials, including but not limited to the Construction Documents, Design Builder represents to the Owner that the Construction Documents may be constructed for the then current Commercial Terms and in accordance with the Initial Basis of Design Documents and the Final Basis of Design Documents. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term or the Initial Basis of Design Documents; however, with any such Design Materials, Design Builder must provide notice pursuant to Article 9 of the General Conditions. The Construction Documents must be consistent with the Final Basis of Design Documents, approved Design Materials and the Design Log, unless the Owner has consented to modify its Requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.

3.04 SCHEDULE OF VALUES AND COST MODEL

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. On a bi-weekly basis, Design Builder will continue to update estimates and forecasts in the format required above and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an open and transparent basis.

C. The Schedule of Values and Cost Model must be consistent with the Phase 1A Amendment and the format required above, unless the parties have agreed on a Change to the terms set forth in the GMP Amendment pursuant to Article 9 of the General Conditions.

3.05 PROJECT SCHEDULE

A. The forecasting and development of the project schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its campus.

B. Design Builder shall provide the Owner with frequent updates to the project schedule on a bi-weekly basis in the format required above for a scheduled completion within the GMP established in the GMP Amendment.

3.06 CONSTRUCTION SERVICES

A. Design-Builder shall provide Construction Services and complete the construction of the Project pursuant to the Contract Documents.

3.07 COMMISSIONING, TESTING AND CLOSEOUT

A. Design Builder shall provide commissioning, testing, and closeout of the Project pursuant to the Contract Documents.

PHASE 2 DELIVERABLES

3.08 DELIVERABLES

A. Design Builder shall provide the following Milestone Design Deliverable pursuant to the Project Schedule:

1. 100% Construction Documents for review and approval by the Owner.

2. Design Builder shall not proceed with the project after submission of the 100% Construction Documents until it receives the Owner's written approval.

B. Design Builder shall provide such other deliverables as set forth in the Contract Documents to successfully complete the Project.

EXHIBIT D1
INITIAL BASIS OF DESIGN DOCUMENT
City of Bothell
Fire Station 42 and 45 Replacement

Scope

Rebuild two new fire stations on exiting sites and facilitate temporary facilities (as required) during construction of the new stations.

Project Location

- Station 42: 10726 Beardslee Blvd, Bothell, WA 98011
- Station 45: 1608 217th Pl SE, Bothell, WA 98021
- Temporary Facilities: Locations are to be determined.

Project Goals

The new stations shall fit into the surrounding neighborhoods. They shall feel inviting to the community. The look of the stations shall be contemporary/timeless and comfortable, as these are homes away from home for the staff. The City of Bothell and the Fire Department have established the following project goals.

- Provide a 50-year solution for the permanent stations.
- Provide effective and efficient response to community emergencies.
- Provide comfortable and safe livability for crews.
- Provide functional work spaces and meeting rooms for crews, administration and community.
- Include artwork in support of the Percent for the Arts program. Art is preferably integral to the project and incorporated in the site or building plans. The art work may be Fire Service based and/or related to events such as 9-11.
- Obtain United States Green Building Council (USGBC) LEED Silver certification or better.
- The City's standard requirements include:
    - Tadiran telecom equipment
    - Avigilon camera security system
    - HP/Aruba network equipment
    - Delta Control HVAC
    - Johnson Control P2000 Entry Control System

Program/Design Requirement

The pre-design report shall be considered for program requirements and approximate space allocations. Should there be discrepancies between the pre-design report and this document, the more stringent requirements shall govern. Any discrepancy should be brought to the attention of the City. Currently known discrepancies are noted.

Station 42:

- Accommodate housing for 13 fire fighters. (11 bunk rooms plus 2 bunk rooms noted in pre-design report)
- Provide 5 bay drive through apparatus bay with two bays large enough to accommodate a ladder truck.
- Provide 48 food lockers, one for each crew member, along with large pantry for station for staff of 48. (not identified in pre-design report).
- Provide kitchen to support 6 refrigerators to accommodate up to 10 people working at the station on 4 different shifts. (not identified in pre-design report)
- Provide 3 bay reserve apparatus bay. May be stand-alone or attached to main building.
- Provide separate kitchen for day staff including stove/oven, and dishwasher.
- Include large monitors for RAADAR (Real Time Agency Activity Display and Reporting) located by watch office and Battalion Chief (BC) office and Deputy Chief (DC) offices.
- Provide functional work space for watch office (firefighter training and data entry) 6 work stations.
- Provide individual offices for Company officer and Battalion Chief. Battalion Chief and Company officer offices must be able to provide room to conduct daily meetings with at least 3 people. Each office could include a murphy bed and serve as a dorm. (murphy bed not identified in pre-design report)
- Provide Fire Chief office to accommodate meeting space for 6-8.
- Administration staff may be located in open office with space for 6.
- Training Division office should include 2 individual offices for staff and an open office for 2-3.
- Provide storage for Public Information Officer (PIO)/event supplies.
- Provide record retention secured storage room.
- Provide separate showers and locker rooms (men and women) for uniformed day staff.
- Provide a fire signal in the road as required for Right of Way improvements. Coordinate with Sound Transit as required.
- Provide secure medicine room specifically for controlled drugs; lockable room.

Station 45:

- Accommodate housing for 8 fire fighters.
- Provide 4 bay apparatus bay, with 2 bays large enough to accommodate ladder truck.

- Office for police department with separate entrance from fire station; ensure police parking is away from crew quarters and windows.
- Provide 24 food lockers, one for each crew member along with large pantry for station for staff of 24. (not identified in pre-design report)
- Provide kitchen to support 3 refrigerators.
- Provide large monitors for RAADAR by printer/watch office.
- Provide functional work space for watch office (firefighter training and data entry) 4 work stations.
- Provide individual office for Company officer, including a murphy bed to serve as a dorm. (murphy bed not identified in pre-design report).
- Stations 42&45: Interior finishes and MEP system shall meet Healthy In/Healthy Out best practices.
- Provide sufficient parking for the needs of the facilities including secured Parking for 24-hour crews.
- Provide ability for fire apparatus to be washed inside.
- Provide apparatus cleaning area in bay to accommodate sink, buckets, mops, brushes etc. Hot and cold-water hose bibs.
- Provide small shop/minor maintenance room.
- Separate decontamination area for Emergency Medical Services (EMS) related calls, dirty zone, and decontamination shower off of EMS room.
- Provide bathroom and sink with direct access from bay.
- Provide secured public entrance lobby vestibule with bathroom, sitting area, and Blood Pressure (BP) check station.
- Provide Personal Protective Equipment (PPE) extractor and drying room.
- Provide Self-Contained Breathing Apparatus (SCBA) Shop, clean room for testing and maintenance of SCBA.
- Provide individual dorms for crewmembers, close to bay to enhance reaction time, with individual climate control, emergency alerting light reduction, small desk, and light outlets. Crew lockers outside of dorms.
- Provide weight room and wellness center large enough to handle assigned crews at each station. Large doors to allow for movement of equipment in and out. This room should also have tall ceilings to allow for Stairmaster and overhead weight lifting.
- Include a water bottle filling station in workout rooms.
- Provide private bathrooms to accommodate crews including sink, toilet and shower (No gang showers).
- Provide training classroom with AV, projector and multi plugs throughout classroom to facilitate command training programs. Include Storage room adjacent to classroom for training material. Training classroom should have a sink, coffeepot area and trash/recycle receptacles along with small cabinet.
- EMS supply storage
- Provide bathroom and sink accessible directly from apparatus bay.

- Dispatch/altering station, radio station and Main Distribution Frame/Internal Distribution Frame (MDF/IDF) can be located in one room if the MDF/IDF can be isolated and secured.
- Include illuminated exterior station signs for 42 and 45.

System Requirement

- Provide Direct Digital Controls (DDC) Global Heating Ventilation and Air Conditioning (HVAC) control system. Systems shall be compatible and tie-in with current City enterprise systems.
- Entrance control system, video monitoring of apron, parking lot and front lobby that shall be compatible and tie-in with current City enterprise systems.
- Provide vertical front bay doors that open in 6 seconds or less.
- Provide effective apparatus diesel exhaust evacuation system.
- Provide escalating tones with similar lighting. Include count-down clock in bay and individual alerting selection.
- Provide alert strobes in bay, maintenance room and workout room.
- Include stove and BBQ auto shut off and reset.
- Provide stairwell lighting for safe travel after dark.
- Provide Emergency Generator with 72 hours continual operations.
- Technology Requirements:
    - CAT6 or better data cable structure with dedicated points of demarcation (IDF/MDF).
    - Fiber optic demarcation/termination points for inter-building and external fiber optic connections
- IDF/MDF rooms shall have adequate HVAC
- Radio requirements: To be determined.
- Dispatch requirements: Provide alerting for separate areas within each station.
- Provide compatible WIFI 802.11ac, signal strength -65 dBm or greater throughout all of building. This is considered City network access WIFI.
- Ensure that fire department apparatus cellular will function inside the stations.
- Provide convection heating in bays with direct beam climate control.

Temporary Facility Requirements

Establish fully functional, safe and secure temporary fire stations for both Station 45 and 42 unless design and construction phasing enable continued uninterrupted operations during construction of the new stations. Provide storage of non-essential equipment while buildings are under construction. This may include packing, moving and storage along with delivery and unpacking when the station is completed including relocation of personnel.

Battalion 142

- The officer assigned to Battalion 142 may be housed at either the temporary Station 42 or Station 45 site.
- This gives flexibility to fit the Battalion Chief and his/her response vehicle (an SUV) at either station depending on available space for personnel and vehicles.

Station 42:

- Capacity to house/park appropriate response apparatus to include: (1) Engine, (1) Aid unit, (1) Ladder truck and potentially Battalion 142 (an SUV)
- Living accommodations (bathroom, kitchen, eating area, etc.) for either five (5) people (without Battalion 142) or six (6) people (with Battalion 142) on duty 24/7. There must be 7-8 available sleeping accommodations (depending on Battalion 142). There must be two more sleeping accommodations available than there are personnel assigned to the station to allow for occasional extra staffing.
- There may be up to 24 total personnel assigned to station, for purposes of food and gear locker storage.
- Provide access to reserve apparatus during remodel. This can be in a separate location from the temporary facility.
- Move 12 day-staff (Administration) personnel to City Hall during the remodel phase of Station 42.

Station 45:

- Capacity to house/park appropriate response apparatus to include: (1) Engine, (1) Aid unit and potentially Battalion 142 (an SUV)
- Living accommodations (bathroom, kitchen, eating area, etc.) for either three (3) people (without Battalion 142) or four (4) people (with Battalion 142) on duty 24/7. There must be 5-6 sleeping accommodations (depending on Battalion 142). There must be two more sleeping accommodations available than there are personnel assigned to the station to allow for occasional extra staffing.
- There may be up to 15 total personnel assigned to station, for purposes of food and gear locker storage.

Station 42/45:

- Include alerting, phones, City network, radio, emergency power, parking, dorms, offices, security, delineation for apparatus and signage, power shut off when alerting.
- Accommodate water run off with vehicle cleaning.
- Provide apparatus bay(s) with minimum temperature requirement of 40 degrees.
- Provide motor driven apparatus door(s) for temporary apparatus bay(s).
- Provide apparatus exhaust system.
- Provide back up power for critical systems.

Fixtures, Furniture and Equipment (FF&E) - Permanent and Temporary Facilities

The City intends to reuse some existing FF&E. It will be the responsibility of the Design Builder to move and re-install these items:

- Bunker gear storage lockers
- SCBA systems
- Washers/Dryers (at temporary facilities only)
- TV, DVD, VCR
- Partial workout equipment
- Partial office furniture for temporary office space

All other Fixtures Furniture and Equipment will be the Design-Builders responsibility

Alternates – Permanent Facilities

The City would like to include as many alternates as possible in the base scope of the project.

Station 42:

- Provide relaxed duty area with 2 level stadium seating enough to hold 12 full size recliners, 6 each level. Include AV connections in wall for wall mounted TV to include ability to view training videos.
- Provide secondary conference room with AV capabilities.
- Provide a diesel and/or gas fuel tank on site at station 42 with a capacity of 1,000 gallons.
- Provide movable separation wall in training room to provide for two classrooms.
- Provide training tower/facility.

Station 45:

- Provide floor lighting for station 45 bay to guide apparatus when backing up

Station 42/45:

- Provide multiple large storage rooms (secured).
- Provide programmable reader boards in front of stations for public outreach.
- Provide apparatus indicator light bar.
- Provide apparatus bay door stop and go lights to ensure bay doors are open especially rear vertical.
- Include USB electrical outlets in offices and dormitories.
- Provide station paging system and front door video feed to main crew area.
- Lighting adjusts to reduced level at 1800 hours automatically throughout stations
- Include blackout windows/shades for dorms.
- Include automatic shades for training room.
- In floor electrical and AV plug ins in training room.

Applicable Codes/Certification/Other Requirements

- NFPA standards
- WAC 296.305
- Healthy In, Healthy Out
- USGBC LEED Certification latest version
- Bothell Municipal Code Chapter 3.75 Percent for the Arts
- Bothell Municipal Code Chapter 2.45 Bothell Arts and Festivals Commission
- NORCOM regional dispatch
- Any/all codes to meet requirements by local Authorities Having Jurisdiction (AHJ)

ORDER OF MAGNITUDE PROJECT BUDGET ESTIMATES

THE ROBINSON COMPANY

CITY OF BOTHELL FIRE DEPARTMENT
STATION 42
BOND/LEVY PLANNING ESTIMATE
MARCH 16, 2018 Rev. 4/13/2018

2 Story 5 Bay Drive Through Building	26270 SF	322	$	8,460,253	
Reserve Bay Building	3286 SF	228	$	749,208	
Site Development	1 LS	2,372,579	$	2,372,579	
Total Construction/MACC March 2018 Cost			**$**	**11,582,041**	**$ 392**
Escalation to March 2020 @ 9.8%			$	1,135,040	
Total Construction/MACC March 2020 Cost			**$**	**12,717,081**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	381,512	
Project Development/Soft Costs @ 63.43% on Const Cost			$	8,066,444	
Total Project Costs			**$**	**21,165,038**	

Exclusions:

Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	3.18%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	63.43%

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - STATION 42 SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
G10	SITE PREPARATION		315,183	
G20	SITE IMPROVEMENTS		590,545	
G30	SITE CIVIL / MECHANICAL UTILITIES		714,325	
G40	SITE ELECTRICAL UTILITIES		219,122	
Z10	GENERAL REQUIREMENTS		80,000	
	ESTIMATE SUBTOTAL		**1,919,175**	
	DESIGN CONTINGENCY @	15.00%	287,876	
	SUBTOTAL		2,207,051	
	GENERAL CONTRACTOR'S OH & P @	7.50%	165,529	
	SUBTOTAL		2,372,579	
	ESCALATION- SEE SUMMARY SHEET @			
	TOTAL		**2,372,579**	

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - STATION 42 SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
G10	**SITE PREPARATION**					
02200	DEMO EXISTING BUILDING	14,249	SF	8.50	121,117	
02220	ASBESTOS ABATEMENT-ALLOWANCE	1	LS	15,000	15,000	
02220	SITE DEMOLITION AND CLEARING	6,922	SF	1.50	10,383	
02300	OVER-EX/STRUCTURAL FILL ALLOWANCE	1	LS	50,000	50,000	
02300	SITE EARTHWORK/GRADING	69,122	SF	1.50	103,683	
02370	EROSION CONTROL	1	LS	15,000	15,000	
G10	**SITE PREPARATION**			**DIVISION TOTAL**	**315,183**	
G20	**SITE IMPROVEMENTS**					
02740	APPARATUS APRON/DRIVES-IMPERVIOUS	17,955	SF	12.00	215,460	
02740	VEHICULAR PAVING/PARKING-ASPHALT	14,583	SF	3.50	51,041	
02755	STREET SIDEWALK/CURB AND GUTTER	251	LF	400	100,400	
02775	CONCRETE WALKS/PADS	1,713	SF	8.50	14,561	
02870	FENCES/GATES	1	LS	20,000	20,000	
02870	SITE FURNISHINGS/FLAGPOLE	1	EA	10,000	10,000	
02870	SITE MONUMENT SIGN	1	LS	15,000	15,000	
02890	STRIPPING/CURBING/SIGNAGE	15,000	SFA	0.75	11,250	
02900	LANDSCAPE/IRRIGATION	18,376	SFA	6.50	119,444	
03310	NEW DRIVE ACCESS/CURB CUTS	226	SF	15.00	3,390	
04220	GENERATOR/FUEL TANK/TRASH ENCLOSURES	1	LS	30,000	30,000	
G20	**SITE IMPROVEMENTS**			**DIVISION TOTAL**	**590,545**	
G30	**SITE CIVIL / MECHANICAL UTILITIES**					
02510	DDC IN VAULT	1	LS	15,000	15,000	
02510	WATER DISTRIBUTION	1	LS	50,000	50,000	
02530	SANITARY SEWER SYSTEM	1	LS	7,500	7,500	
02540	OIL WATER SEPERATOR	1	LS	7,500	7,500	
02630	STORM DRAINAGE SYSTEM-VAULTED	50,746	SFA	12.50	634,325	
G30	**SITE CIVIL / MECHANICAL UTILITIES**			**DIVISION TOTAL**	**714,325**	
G40	**SITE ELECTRICAL UTILITIES**					
16230	ELECTRICAL/COMMUNICATIONS SITE WORK	69,122	SFA	1.00	69,122	
16230	EMERGENCY SIGNALIZATION	1	LS	75,000	75,000	
	ALLOWANCE					
16230	GENERATOR	1	LS	75,000	75,000	
G40	**SITE ELECTRICAL UTILITIES**			**DIVISION TOTAL**	**219,122**	
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS-PRORATED	2	MO	40,000	80,000	
01000	SITE AREA (1.59 ACRES)	2	AC			
Z10	**GENERAL REQUIREMENTS**			**DIVISION TOTAL**	**80,000**	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
				ESTIMATE SUBTOTAL	1,919,175	

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 2 STORY 5 BAY DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 26,270
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
A10	FOUNDATIONS		293,453	11.17
B10	SUPERSTRUCTURE		607,879	23.14
B20	EXTERIOR CLOSURE		1,146,275	43.63
B30	ROOFING		359,284	13.68
C10	INTERIOR CONSTRUCTION		492,563	18.75
C20	STAIRS		41,400	1.58
C30	INTERIOR FINISHES		372,060	14.16
D10	CONVEYING SYSTEMS		110,000	4.19
D20	PLUMBING		341,510	13.00
D30	HVAC		1,253,340	47.71
D40	FIRE PROTECTION		144,485	5.50
D50	ELECTRICAL		1,130,800	43.05
E10	EQUIPMENT		56,068	2.13
E20	FURNISHINGS		175,432	6.68
Z10	GENERAL REQUIREMENTS		630,000	23.98
	ESTIMATE SUBTOTAL		**7,154,548**	**272.35**
	DESIGN CONTINGENCY @	10.00%	715,455	
	SUBTOTAL		7,870,003	
	GENERAL CONTRACTOR'S OH & P @	7.50%	590,250	
	SUBTOTAL		8,460,253	
	ESCALATION - SEE SUMMARY SHEET @			
	TOTAL		**8,460,253**	**322.05**

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 2 STORY 5 BAY DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 26,270
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
A10	**FOUNDATIONS**					
02620	FOOTING DRAINS	674	LF	15.00	10,110	
03300	SLAB ON GRADE - COMPLETE	16,535	SF	5.47	90,446	
03310	ELEVATOR PIT	1	LS	12,500	12,500	
03310	STANDARD FOUNDATIONS	16,535	SFA	10.91	180,397	
A10	**FOUNDATIONS**			**DIVISION TOTAL**	**293,453**	**11.17**
B10	**SUPERSTRUCTURE**					
06110	FLOOR STRUCTURE	5,791	SFA	36.10	209,055	
	12 LBS/SF					
06160	NEW ROOF STRUCUTRE	16,535	SF	24.12	398,824	
	8.5 LBS/SF					
B10	**SUPERSTRUCTURE**			**DIVISION TOTAL**	**607,879**	**23.14**
B20	**EXTERIOR CLOSURE**					
06110	EXTERIOR WALLS - 50% BRICK/50% METAL SIDING	9,835	SF	50.00	491,750	
07620	FRAME AT OPENINGS	7,015	SF	9.00	63,135	
07620	GROSS EXTERIOR WALL AREA	16,850	SF			
08100	AUTO OPENERS	1	LS	7,500	7,500	
08110	EXT. H.M. DOOR/FRM/HDWRE-SGL	8	EA	3,500	28,000	
08360	GLAZED OVERHEAD DOORS	5	EA	8,500	42,500	
08360	SECTIONAL 4-FOLD VEHICLE DOOR	5	EA	32,000	160,000	
08410	ALUM STOREFRONT DOOR	2	EA	2,200	4,400	
08520	ALUM WINDOWS/STOREFRONT	5,055	SF	68.00	343,740	
08520	PREM OPERABLES/VENTS	30	EA	175	5,250	
B20	**EXTERIOR CLOSURE**			**DIVISION TOTAL**	**1,146,275**	**43.63**
B30	**ROOFING**					
01000	CANOPIES	1,000	SF	60.00	60,000	
06100	ROUGH CARPENTRY SUPPORTS	16,535	SFA	0.35	5,787	
07500	MEMBRANE ROOFING SYSTEM	16,535	SF	17.75	293,496	
B30	**ROOFING**			**DIVISION TOTAL**	**359,284**	**13.68**
C10	**INTERIOR CONSTRUCTION**					
06100	INTERIOR WALLS-COMPLETE	26,270	SFA	12.50	328,375	
08110	INTERIOR DOORS/GLAZING	26,270	SFA	4.75	124,783	
10880	MISC SPECIALTIES	26,270	SFA	1.50	39,405	
C10	**INTERIOR CONSTRUCTION**			**DIVISION TOTAL**	**492,563**	**18.75**
C20	**STAIRS**					
05000	STAIR RAILING	120	LF	95.00	11,400	
06100	METAL STAIR W/ CONCRETE TREADS & LANDING	2	FLT	15,000	30,000	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
C20	**STAIRS**			**DIVISION TOTAL**	**41,400**	**1.58**
C30	**INTERIOR FINISHES**					
01000	EXPOSED CEILING - NO FINISH	5,495	SF			
09000	WALL FINISHES	26,270	SFA	5.50	144,485	
09250	CEILING FINISHES	11,582	SFA	6.04	69,955	
09610	FLOOR FINISHES	26,270	SFA	6.00	157,620	
C30	**INTERIOR FINISHES**			**DIVISION TOTAL**	**372,060**	**14.16**
D10	**CONVEYING SYSTEMS**					
14240	ELEVATOR/2-STOP	1	EA	110,000	110,000	
D10	**CONVEYING SYSTEMS**			**DIVISION TOTAL**	**110,000**	**4.19**
D20	**PLUMBING**					
15400	PLUMBING	26,270	SF	13.00	341,510	
D20	**PLUMBING**			**DIVISION TOTAL**	**341,510**	**13.00**
D30	**HVAC**					
15000	EXHAUST SYSTEM-ALLOW	1	LS	150,000	150,000	
15000	HVAC/CONTROLS	26,270	SF	42.00	1,103,340	
D30	**HVAC**			**DIVISION TOTAL**	**1,253,340**	**47.71**
D40	**FIRE PROTECTION**					
15300	FIRE PROTECTION	26,270	SF	5.50	144,485	
D40	**FIRE PROTECTION**			**DIVISION TOTAL**	**144,485**	**5.50**
D50	**ELECTRICAL**					
16000	ELECTRICAL	26,270	SF	40.00	1,050,800	
16490	ALERTER/LOCUTION SYSTEM	1	LS	80,000	80,000	
D50	**ELECTRICAL**			**DIVISION TOTAL**	**1,130,800**	**43.05**
E10	**EQUIPMENT**					
11450	APPLIANCES	1	LS	34,500	34,500	
11500	EXTRACTOR AND BUNKER GEAR DRYER	1	EA	15,000	15,000	
11900	MISC EQUIPMENT/FOIC	26,270	SFA	0.25	6,568	
E10	**EQUIPMENT**			**DIVISION TOTAL**	**56,068**	**2.13**
E20	**FURNISHINGS**					
12300	CASEWORK/BUILT-IN FURNISHINGS	26,270	SFA	4.85	127,410	
12670	BLINDS	5,055	SF	9.50	48,023	
E20	**FURNISHINGS**			**DIVISION TOTAL**	**175,432**	**6.68**
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS	14	MO	45,000	630,000	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
01000	GROSS FLOOR AREA	26,270	SF			
Z10	**GENERAL REQUIREMENTS**			**DIVISION TOTAL**	**630,000**	**23.98**
				ESTIMATE SUBTOTAL	**7,154,548**	**272.35**

THE ROBINSON COMPANY

CITY OF BOTHELL FIRE DEPARTMENT
STATION 44 - EXISTING SITE
BOND/LEVY PLANNING ESTIMATE
MARCH 16, 2018 Rev. 4/13/2018

2 Story 4 Bay Drive Through Building	17077 SF	371	$	6,327,557	
Site Development	1 LS	1,633,770	$	1,633,770	
Total Construction/MACC March 2018 Cost			**$**	**7,961,327**	**$ 466**
Escalation to March 2021 @ 14.2%			$	1,130,508	
Total Construction/MACC March 2021 Cost			**$**	**9,091,835**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	272,755	
Project Development/Soft Costs @ 63.14%			$	5,740,585	
Total Project Costs			**$**	**15,105,175**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.89%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	63.14%

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - EXISTING 44 SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
G10	SITE PREPARATION		202,472	
G20	SITE IMPROVEMENTS		408,092	
G30	SITE CIVIL / MECHANICAL UTILITIES		438,525	
G40	SITE ELECTRICAL UTILITIES		192,465	
Z10	GENERAL REQUIREMENTS		80,000	
	ESTIMATE SUBTOTAL		**1,321,553**	
	DESIGN CONTINGENCY @	15.00%	198,233	
	SUBTOTAL		1,519,786	
	GENERAL CONTRACTOR'S OH & P @	7.50%	113,984	
	SUBTOTAL		1,633,770	
	ESCALATION- SEE SUMMARY SHEET @			
	TOTAL		**1,633,770**	

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - EXISTING 44 SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
G10	**SITE PREPARATION**					
02200	DEMO EXISTING BUILDING	5,009	SF	8.50	42,577	
02200	DEMO EXISTING SHED/RESERVE BAY BLDG	1	LS	7,500	7,500	
02220	ASBESTOS ABATEMENT-ALLOWANCE	1	LS	15,000	15,000	
02220	SITE DEMOLITION AND CLEARING	42,465	SF	1.50	63,698	
02300	SITE EARTHWORK/GRADING	42,465	SF	1.50	63,698	
02370	EROSION CONTROL	1	LS	10,000	10,000	
G10	**SITE PREPARATION**			**DIVISION TOTAL**	**202,472**	
G20	**SITE IMPROVEMENTS**					
02740	APPARATUS APRON/DRIVES-IMPERVIOUS	15,770	SF	12.00	189,240	
02755	STREET SIDEWALK/CURB AND GUTTER	80	LF	400	32,000	
02775	CONCRETE WALKS/PADS	1,172	SF	8.50	9,962	
02870	FENCES/GATES	1	LS	20,000	20,000	
02870	SITE FURNISHINGS/FLAGPOLE	1	EA	10,000	10,000	
02870	SITE MONUMENT SIGN	1	LS	15,000	15,000	
02890	STRIPPING/CURBING/SIGNAGE	10,000	SFA	0.75	7,500	
02900	LANDSCAPE/IRRIGATION	13,783	SFA	6.50	89,590	
03310	NEW DRIVE ACCESS/CURB CUTS	320	SF	15.00	4,800	
04220	GENERATOR/FUEL TANK/TRASH ENCLOSURES	1	LS	30,000	30,000	
G20	**SITE IMPROVEMENTS**			**DIVISION TOTAL**	**408,092**	
G30	**SITE CIVIL / MECHANICAL UTILITIES**					
02510	DDC IN VAULT	1	LS	15,000	15,000	
02510	WATER DISTRIBUTION	1	LS	50,000	50,000	
02530	SANITARY SEWER SYSTEM	1	LS	7,500	7,500	
02540	OIL WATER SEPERATOR	1	LS	7,500	7,500	
02630	STORM DRAINAGE SYSTEM-VAULTED	28,682	SFA	12.50	358,525	
G30	**SITE CIVIL / MECHANICAL UTILITIES**			**DIVISION TOTAL**	**438,525**	
G40	**SITE ELECTRICAL UTILITIES**					
16230	ELECTRICAL/COMMUNICATIONS SITE WORK	42,465	SFA	1.00	42,465	
16230	EMERGENCY SIGNALIZATION	1	LS	75,000	75,000	
	ALLOWANCE					
16230	GENERATOR	1	LS	75,000	75,000	
G40	**SITE ELECTRICAL UTILITIES**			**DIVISION TOTAL**	**192,465**	
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS-PRORATED	2	MO	40,000	80,000	
01000	SITE AREA (.97 ACRES)	1	AC			
Z10	**GENERAL REQUIREMENTS**			**DIVISION TOTAL**	**80,000**	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
				ESTIMATE SUBTOTAL	1,321,553	

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 2 STORY 4 BAY-DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 17,077
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
A10	FOUNDATIONS		239,471	14.02
B10	SUPERSTRUCTURE		505,427	29.60
B20	EXTERIOR CLOSURE		982,372	57.53
B30	ROOFING		264,277	15.48
C10	INTERIOR CONSTRUCTION		320,194	18.75
C20	STAIRS		41,400	2.42
C30	INTERIOR FINISHES		266,341	15.60
D10	CONVEYING SYSTEMS		110,000	6.44
D20	PLUMBING		222,001	13.00
D30	HVAC		867,234	50.78
D40	FIRE PROTECTION		93,924	5.50
D50	ELECTRICAL		763,080	44.68
E10	EQUIPMENT		53,769	3.15
E20	FURNISHINGS		141,510	8.29
Z10	GENERAL REQUIREMENTS		480,000	28.11
	ESTIMATE SUBTOTAL		**5,351,000**	**313.35**
	DESIGN CONTINGENCY @	10.00%	535,100	
	SUBTOTAL		5,886,100	
	GENERAL CONTRACTOR'S OH & P @	7.50%	441,457	
	SUBTOTAL		6,327,557	
	ESCALATION - SEE SUMMARY SHEET @			
	TOTAL		**6,327,557**	**370.53**

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 2 STORY 4 BAY-DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 17,077
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
A10	**FOUNDATIONS**					
02620	FOOTING DRAINS	580	LF	15.00	8,700	
03300	SLAB ON GRADE - COMPLETE	11,286	SF	8.43	95,141	
03310	ELEVATOR PIT	1	LS	12,500	12,500	
03310	STANDARD FOUNDATIONS	11,286	SFA	10.91	123,130	
A10	**FOUNDATIONS**			**DIVISION TOTAL**	**239,471**	**14.02**
B10	**SUPERSTRUCTURE**					
06110	FLOOR STRUCTURE	5,791	SFA	36.06	208,823	
	12 LBS/SF					
06160	NEW ROOF STRUCUTRE	12,297	SF	24.12	296,604	
	8.5 LBS/SF					
B10	**SUPERSTRUCTURE**			**DIVISION TOTAL**	**505,427**	**29.60**
B20	**EXTERIOR CLOSURE**					
06110	EXTERIOR WALLS - 50% BRICK/50% METAL SIDING	8,652	SF	50.00	432,600	
07620	FRAME AT OPENINGS	5,948	SF	9.00	53,532	
07620	GROSS EXTERIOR WALL AREA	14,600	SF			
08100	AUTO OPENERS	1	LS	7,500	7,500	
08110	EXT. H.M. DOOR/FRM/HDWRE-SGL	6	EA	3,500	21,000	
08360	GLAZED OVERHEAD DOORS	4	EA	8,500	34,000	
08360	SECTIONAL 4-FOLD VEHICLE DOOR	4	EA	32,000	128,000	
08410	ALUM STOREFRONT DOOR	2	EA	2,200	4,400	
08520	ALUM WINDOWS/STOREFRONT	4,380	SF	68.00	297,840	
08520	PREM OPERABLES/VENTS	20	EA	175	3,500	
B20	**EXTERIOR CLOSURE**			**DIVISION TOTAL**	**982,372**	**57.53**
B30	**ROOFING**					
01000	CANOPIES	1,000	SF	60.00	60,000	
06100	ROUGH CARPENTRY SUPPORTS	11,286	SFA	0.35	3,950	
07500	MEMBRANE ROOFING SYSTEM	11,286	SF	17.75	200,327	
B30	**ROOFING**			**DIVISION TOTAL**	**264,277**	**15.48**
C10	**INTERIOR CONSTRUCTION**					
06100	INTERIOR WALLS-COMPLETE	17,077	SFA	12.50	213,463	
08110	INTERIOR DOORS/GLAZING	17,077	SFA	4.75	81,116	
10880	MISC SPECIALTIES	17,077	SFA	1.50	25,616	
C10	**INTERIOR CONSTRUCTION**			**DIVISION TOTAL**	**320,194**	**18.75**
C20	**STAIRS**					
05000	STAIR RAILING	120	LF	95.00	11,400	
06100	METAL STAIR W/ CONCRETE TREADS & LANDING	2	FLT	15,000	30,000	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
C20	**STAIRS**			**DIVISION TOTAL**	**41,400**	**2.42**
C30	**INTERIOR FINISHES**					
01000	EXPOSED CEILING - NO FINISH	5,495	SF			
09000	WALL FINISHES	17,077	SFA	5.50	93,924	
09250	CEILING FINISHES	11,582	SFA	6.04	69,955	
09610	FLOOR FINISHES	17,077	SFA	6.00	102,462	
C30	**INTERIOR FINISHES**			**DIVISION TOTAL**	**266,341**	**15.60**
D10	**CONVEYING SYSTEMS**					
14240	ELEVATOR/2-STOP	1	EA	110,000	110,000	
D10	**CONVEYING SYSTEMS**			**DIVISION TOTAL**	**110,000**	**6.44**
D20	**PLUMBING**					
15400	PLUMBING	17,077	SF	13.00	222,001	
D20	**PLUMBING**			**DIVISION TOTAL**	**222,001**	**13.00**
D30	**HVAC**					
15000	EXHAUST SYSTEM-ALLOW	1	LS	150,000	150,000	
15000	HVAC/CONTROLS	17,077	SF	42.00	717,234	
D30	**HVAC**			**DIVISION TOTAL**	**867,234**	**50.78**
D40	**FIRE PROTECTION**					
15300	FIRE PROTECTION	17,077	SF	5.50	93,924	
D40	**FIRE PROTECTION**			**DIVISION TOTAL**	**93,924**	**5.50**
D50	**ELECTRICAL**					
16000	ELECTRICAL	17,077	SF	40.00	683,080	
16490	ALERTER/LOCUTION SYSTEM	1	LS	80,000	80,000	
D50	**ELECTRICAL**			**DIVISION TOTAL**	**763,080**	**44.68**
E10	**EQUIPMENT**					
11450	APPLIANCES	1	LS	34,500	34,500	
11500	EXTRACTOR AND BUNKER GEAR DRYER	1	EA	15,000	15,000	
11900	MISC EQUIPMENT/FOIC	17,077	SFA	0.25	4,269	
E10	**EQUIPMENT**			**DIVISION TOTAL**	**53,769**	**3.15**
E20	**FURNISHINGS**					
12300	CASEWORK/BUILT-IN FURNISHINGS	17,077	SFA	5.85	99,900	
12670	BLINDS	4,380	SF	9.50	41,610	
E20	**FURNISHINGS**			**DIVISION TOTAL**	**141,510**	**8.29**
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS	12	MO	40,000	480,000	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
01000	GROSS FLOOR AREA	17,077	SF			
Z10	**GENERAL REQUIREMENTS**			**DIVISION TOTAL**	**480,000**	**28.11**
				ESTIMATE SUBTOTAL	**5,351,000**	**313.35**

THE ROBINSON COMPANY

CITY OF BOTHELL FIRE DEPARTMENT
STATION 44 - NEW SITE
BOND/LEVY PLANNING ESTIMATE
MARCH 16, 2018 Rev. 4/13/2018

2 Story 4 Bay Drive Through Building	17077 SF	371	$	6,327,557	
Site Development	1 LS	2,283,680	$	2,283,680	
Total Construction/MACC March 2018 Cost			**$**	**8,611,237**	**$ 504**
Escalation to March 2021 @ 14.2%			$	1,222,796	
Total Construction/MACC June 2021 Cost			**$**	**9,834,032**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	295,021	
Project Development/Soft Costs @ 62.92% on Const Cost			$	6,187,573	
Total Project Costs			**$**	**16,316,626**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.67%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	62.92%

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - STATION 44 SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
G10	SITE PREPARATION		297,322	
G20	SITE IMPROVEMENTS		654,861	
G30	SITE CIVIL / MECHANICAL UTILITIES		597,325	
G40	SITE ELECTRICAL UTILITIES		217,756	
Z10	GENERAL REQUIREMENTS		80,000	
	ESTIMATE SUBTOTAL		**1,847,264**	
	DESIGN CONTINGENCY @	15.00%	277,090	
	SUBTOTAL		2,124,353	
	GENERAL CONTRACTOR'S OH & P @	7.50%	159,326	
	SUBTOTAL		2,283,680	
	ESCALATION- SEE SUMMARY SHEET @			
	TOTAL		**2,283,680**	

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - STATION 44 SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
G10	**SITE PREPARATION**					
02220	SITE CLEAR AND GRUBB	67,756	SF	0.75	50,817	
02230	SITE STRIPPING -ASSUME 2'-HAUL	6,274	CY	18.00	112,932	
02300	EARTHWORK/GRADING	67,756	SF	1.75	118,573	
02370	EROSION CONTROL	1	LS	15,000	15,000	
G10	**SITE PREPARATION**			**DIVISION TOTAL**	**297,322**	
G20	**SITE IMPROVEMENTS**					
02740	APPARATUS APRON/DRIVES-IMPERVIOUS	22,984	SF	12.00	275,808	
02740	VEHICULAR PAVING/PARKING-ASPHALT	4,686	SF	3.50	16,401	
02755	STREET SIDEWALK/CURB AND GUTTER	354	LF	400	141,600	
02775	CONCRETE WALKS/PADS	1,419	SF	8.50	12,062	
02870	FENCES/GATES	1	LS	25,000	25,000	
02870	SITE FURNISHINGS/FLAGPOLE	1	EA	10,000	10,000	
02870	SITE MONUMENT SIGN	1	LS	15,000	15,000	
02890	STRIPPING/CURBING/SIGNAGE	10,000	SFA	0.75	7,500	
02900	LANDSCAPE RESTORATION/SEEDING	10,000	SFA	1.00	10,000	
02900	LANDSCAPE/IRRIGATION	16,370	SFA	6.50	106,405	
03310	NEW DRIVE ACCESS/CURB CUTS	339	SF	15.00	5,085	
04220	GENERATOR/FUEL TANK/TRASH ENCLOSURES	1	LS	30,000	30,000	
G20	**SITE IMPROVEMENTS**			**DIVISION TOTAL**	**654,861**	
G30	**SITE CIVIL / MECHANICAL UTILITIES**					
02510	DDC IN VAULT	1	LS	15,000	15,000	
02510	WATER DISTRIBUTION	1	LS	50,000	50,000	
02530	SANITARY SEWER SYSTEM	1	LS	7,500	7,500	
02540	OIL WATER SEPERATOR	1	LS	7,500	7,500	
02630	STORM DRAINAGE SYSTEM-VAULTED	41,386	SFA	12.50	517,325	
G30	**SITE CIVIL / MECHANICAL UTILITIES**			**DIVISION TOTAL**	**597,325**	
G40	**SITE ELECTRICAL UTILITIES**					
16230	ELECTRICAL/COMMUNICATIONS SITE WORK	67,756	SFA	1.00	67,756	
16230	EMERGENCY SIGNALIZATION	1	LS	75,000	75,000	
	ALLOWANCE					
16230	GENERATOR	1	LS	75,000	75,000	
G40	**SITE ELECTRICAL UTILITIES**			**DIVISION TOTAL**	**217,756**	
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS-PRORATED	2	MO	40,000	80,000	
01000	SITE AREA (1.56 ACRES)	2	AC			
Z10	**GENERAL REQUIREMENTS**			**DIVISION TOTAL**	**80,000**	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
				ESTIMATE SUBTOTAL	1,847,264	

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 2 STORY 4 BAY-DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 17,077
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
A10	FOUNDATIONS		239,471	14.02
B10	SUPERSTRUCTURE		505,427	29.60
B20	EXTERIOR CLOSURE		982,372	57.53
B30	ROOFING		264,277	15.48
C10	INTERIOR CONSTRUCTION		320,194	18.75
C20	STAIRS		41,400	2.42
C30	INTERIOR FINISHES		266,341	15.60
D10	CONVEYING SYSTEMS		110,000	6.44
D20	PLUMBING		222,001	13.00
D30	HVAC		867,234	50.78
D40	FIRE PROTECTION		93,924	5.50
D50	ELECTRICAL		763,080	44.68
E10	EQUIPMENT		53,769	3.15
E20	FURNISHINGS		141,510	8.29
Z10	GENERAL REQUIREMENTS		480,000	28.11
	ESTIMATE SUBTOTAL		**5,351,000**	**313.35**
	DESIGN CONTINGENCY @	10.00%	535,100	
	SUBTOTAL		5,886,100	
	GENERAL CONTRACTOR'S OH & P @	7.50%	441,457	
	SUBTOTAL		6,327,557	
	ESCALATION - SEE SUMMARY SHEET @			
	TOTAL		**6,327,557**	**370.53**

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 2 STORY 4 BAY-DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 17,077
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
A10	**FOUNDATIONS**					
02620	FOOTING DRAINS	580	LF	15.00	8,700	
03300	SLAB ON GRADE - COMPLETE	11,286	SF	8.43	95,141	
03310	ELEVATOR PIT	1	LS	12,500	12,500	
03310	STANDARD FOUNDATIONS	11,286	SFA	10.91	123,130	
A10	**FOUNDATIONS**			**DIVISION TOTAL**	**239,471**	**14.02**
B10	**SUPERSTRUCTURE**					
06110	FLOOR STRUCTURE	5,791	SFA	36.06	208,823	
	12 LBS/SF					
06160	NEW ROOF STRUCUTRE	12,297	SF	24.12	296,604	
	8.5 LBS/SF					
B10	**SUPERSTRUCTURE**			**DIVISION TOTAL**	**505,427**	**29.60**
B20	**EXTERIOR CLOSURE**					
06110	EXTERIOR WALLS - 50% BRICK/50% METAL SIDING	8,652	SF	50.00	432,600	
07620	FRAME AT OPENINGS	5,948	SF	9.00	53,532	
07620	GROSS EXTERIOR WALL AREA	14,600	SF			
08100	AUTO OPENERS	1	LS	7,500	7,500	
08110	EXT. H.M. DOOR/FRM/HDWRE-SGL	6	EA	3,500	21,000	
08360	GLAZED OVERHEAD DOORS	4	EA	8,500	34,000	
08360	SECTIONAL 4-FOLD VEHICLE DOOR	4	EA	32,000	128,000	
08410	ALUM STOREFRONT DOOR	2	EA	2,200	4,400	
08520	ALUM WINDOWS/STOREFRONT	4,380	SF	68.00	297,840	
08520	PREM OPERABLES/VENTS	20	EA	175	3,500	
B20	**EXTERIOR CLOSURE**			**DIVISION TOTAL**	**982,372**	**57.53**
B30	**ROOFING**					
01000	CANOPIES	1,000	SF	60.00	60,000	
06100	ROUGH CARPENTRY SUPPORTS	11,286	SFA	0.35	3,950	
07500	MEMBRANE ROOFING SYSTEM	11,286	SF	17.75	200,327	
B30	**ROOFING**			**DIVISION TOTAL**	**264,277**	**15.48**
C10	**INTERIOR CONSTRUCTION**					
06100	INTERIOR WALLS-COMPLETE	17,077	SFA	12.50	213,463	
08110	INTERIOR DOORS/GLAZING	17,077	SFA	4.75	81,116	
10880	MISC SPECIALTIES	17,077	SFA	1.50	25,616	
C10	**INTERIOR CONSTRUCTION**			**DIVISION TOTAL**	**320,194**	**18.75**
C20	**STAIRS**					
05000	STAIR RAILING	120	LF	95.00	11,400	
06100	METAL STAIR W/ CONCRETE TREADS & LANDING	2	FLT	15,000	30,000	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
C20	**STAIRS**			**DIVISION TOTAL**	**41,400**	**2.42**
C30	**INTERIOR FINISHES**					
01000	EXPOSED CEILING - NO FINISH	5,495	SF			
09000	WALL FINISHES	17,077	SFA	5.50	93,924	
09250	CEILING FINISHES	11,582	SFA	6.04	69,955	
09610	FLOOR FINISHES	17,077	SFA	6.00	102,462	
C30	**INTERIOR FINISHES**			**DIVISION TOTAL**	**266,341**	**15.60**
D10	**CONVEYING SYSTEMS**					
14240	ELEVATOR/2-STOP	1	EA	110,000	110,000	
D10	**CONVEYING SYSTEMS**			**DIVISION TOTAL**	**110,000**	**6.44**
D20	**PLUMBING**					
15400	PLUMBING	17,077	SF	13.00	222,001	
D20	**PLUMBING**			**DIVISION TOTAL**	**222,001**	**13.00**
D30	**HVAC**					
15000	EXHAUST SYSTEM-ALLOW	1	LS	150,000	150,000	
15000	HVAC/CONTROLS	17,077	SF	42.00	717,234	
D30	**HVAC**			**DIVISION TOTAL**	**867,234**	**50.78**
D40	**FIRE PROTECTION**					
15300	FIRE PROTECTION	17,077	SF	5.50	93,924	
D40	**FIRE PROTECTION**			**DIVISION TOTAL**	**93,924**	**5.50**
D50	**ELECTRICAL**					
16000	ELECTRICAL	17,077	SF	40.00	683,080	
16490	ALERTER/LOCUTION SYSTEM	1	LS	80,000	80,000	
D50	**ELECTRICAL**			**DIVISION TOTAL**	**763,080**	**44.68**
E10	**EQUIPMENT**					
11450	APPLIANCES	1	LS	34,500	34,500	
11500	EXTRACTOR AND BUNKER GEAR DRYER	1	EA	15,000	15,000	
11900	MISC EQUIPMENT/FOIC	17,077	SFA	0.25	4,269	
E10	**EQUIPMENT**			**DIVISION TOTAL**	**53,769**	**3.15**
E20	**FURNISHINGS**					
12300	CASEWORK/BUILT-IN FURNISHINGS	17,077	SFA	5.85	99,900	
12670	BLINDS	4,380	SF	9.50	41,610	
E20	**FURNISHINGS**			**DIVISION TOTAL**	**141,510**	**8.29**
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS	12	MO	40,000	480,000	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
01000	GROSS FLOOR AREA	17,077	SF			
Z10	**GENERAL REQUIREMENTS**			**DIVISION TOTAL**	**480,000**	**28.11**
				ESTIMATE SUBTOTAL	**5,351,000**	**313.35**

THE ROBINSON COMPANY

CITY OF BOTHELL FIRE DEPARTMENT
STATION 45
BOND/LEVY PLANNING ESTIMATE
MARCH 16, 2018 Rev. 4/13/2018

2 Story 4 Bay No Drive Through Building	16618 SF	373	$	6,205,312	
Site Development	1 LS	1,422,173	$	1,422,173	
Total Construction/MACC March 2018 Cost			**$**	**7,627,485**	**$ 459**
Escalation to March 2020 @ 9.8%			$	747,493	
Total Construction/MACC March 2020 Cost			**$**	**8,374,978**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	251,249	
Project Development/Soft Costs @ 63.31% on Const Cost			$	5,302,199	
Total Project Costs			**$**	**13,928,426**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	3.06%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	63.31%

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - STATION 45 SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
G10	SITE PREPARATION		189,046	
G20	SITE IMPROVEMENTS		281,794	
G30	SITE CIVIL / MECHANICAL UTILITIES		411,375	
G40	SITE ELECTRICAL UTILITIES		188,178	
Z10	GENERAL REQUIREMENTS		80,000	
	ESTIMATE SUBTOTAL		**1,150,393**	
	DESIGN CONTINGENCY @	15.00%	172,559	
	SUBTOTAL		1,322,951	
	GENERAL CONTRACTOR'S OH & P @	7.50%	99,221	
	SUBTOTAL		1,422,173	
	ESCALATION- SEE SUMMARY SHEET @			
	TOTAL		**1,422,173**	

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - STATION 45 SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
G10	**SITE PREPARATION**					
02220	SITE DEMOLITION/CLEARING	38,178	SF	1.75	66,812	
02300	GRADE SITE	38,178	SF	1.50	57,267	
02370	EROSION CONTROL	1	LS	10,000	10,000	
02700	ASBESTOS ABATEMENT-ALLOWANCE	1	LS	15,000	15,000	
02700	DEMO EXISTING BUILDING	4,702	SF	8.50	39,967	
	ALLOWANCE					
G10	**SITE PREPARATION**			**DIVISION TOTAL**	**189,046**	
G20	**SITE IMPROVEMENTS**					
02740	APPARATUS APRON/DRIVES-IMPERVIOUS	6,022	SF	12.00	72,264	
02740	VEHICULAR PAVING/PARKING-ASPHALT	7,656	SF	3.50	26,796	
02755	STREET SIDEWALK/CURB AND GUTTER	25	LF	300	7,500	
02775	CONCRETE WALKS/PADS	1,200	SF	8.50	10,200	
02870	FENCES/GATES	1	LS	25,000	25,000	
02870	SITE FURNISHINGS/FLAGPOLE	1	EA	10,000	10,000	
02870	SITE MONUMENT SIGN	1	LS	15,000	15,000	
02890	STRIPPING/CURBING/SIGNAGE	7,656	SFA	0.75	5,742	
02900	LANDSCAPE/IRRIGATION	11,668	SFA	6.50	75,842	
03310	NEW DRIVE ACCESS/CURB CUTS	230	SF	15.00	3,450	
04220	GENERATOR/FUEL TANK/TRASH ENCLOSURES	1	LS	30,000	30,000	
G20	**SITE IMPROVEMENTS**			**DIVISION TOTAL**	**281,794**	
G30	**SITE CIVIL / MECHANICAL UTILITIES**					
02510	DDC IN VAULT	1	LS	15,000	15,000	
02510	WATER DISTRIBUTION	1	LS	50,000	50,000	
02530	SANITARY SEWER SYSTEM	1	LS	7,500	7,500	
02540	OIL WATER SEPERATOR	1	LS	7,500	7,500	
02630	STORM DRAINAGE SYSTEM-VAULTED	26,510	SFA	12.50	331,375	
G30	**SITE CIVIL / MECHANICAL UTILITIES**			**DIVISION TOTAL**	**411,375**	
G40	**SITE ELECTRICAL UTILITIES**					
16230	ELECTRICAL/COMMUNICATIONS SITE WORK	38,178	SFA	1.00	38,178	
16230	EMERGENCY SIGNALIZATION	1	LS	75,000	75,000	
	ALLOWANCE					
16230	GENERATOR	1	LS	75,000	75,000	
G40	**SITE ELECTRICAL UTILITIES**			**DIVISION TOTAL**	**188,178**	
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS-PRORATED	2	MO	40,000	80,000	
01000	SITE AREA (.88 ACRES)	1	AC			
Z10	**GENERAL REQUIREMENTS**			**DIVISION TOTAL**	**80,000**	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
				ESTIMATE SUBTOTAL	1,150,393	

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 2 STORY 4 BAY NO DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 16,618
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
A10	FOUNDATIONS		240,957	14.50
B10	SUPERSTRUCTURE		462,508	27.83
B20	EXTERIOR CLOSURE		980,516	59.00
B30	ROOFING		267,281	16.08
C10	INTERIOR CONSTRUCTION		311,588	18.75
C20	STAIRS		41,400	2.49
C30	INTERIOR FINISHES		258,290	15.54
D10	CONVEYING SYSTEMS		110,000	6.62
D20	PLUMBING		216,034	13.00
D30	HVAC		847,956	51.03
D40	FIRE PROTECTION		91,399	5.50
D50	ELECTRICAL		744,720	44.81
E10	EQUIPMENT		53,655	3.23
E20	FURNISHINGS		141,318	8.50
Z10	GENERAL REQUIREMENTS		480,000	28.88
	ESTIMATE SUBTOTAL		**5,247,621**	**315.78**
	DESIGN CONTINGENCY @	10.00%	524,762	
	SUBTOTAL		5,772,383	
	GENERAL CONTRACTOR'S OH & P @	7.50%	432,929	
	SUBTOTAL		6,205,312	
	ESCALATION - SEE SUMMARY SHEET @			
	TOTAL		**6,205,312**	**373.41**

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 2 STORY 4 BAY NO DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 16,618
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
A10	**FOUNDATIONS**					
02620	FOOTING DRAINS	465	LF	15.00	6,975	
03300	SLAB ON GRADE - COMPLETE	11,452	SF	8.43	96,540	
03310	ELEVATOR PIT	1	LS	12,500	12,500	
03310	STANDARD FOUNDATIONS	11,452	SFA	10.91	124,941	
A10	**FOUNDATIONS**			**DIVISION TOTAL**	**240,957**	**14.50**
B10	**SUPERSTRUCTURE**					
06110	FLOOR STRUCTURE	5,166	SFA	36.06	186,286	
	12 LBS/SF					
06160	NEW ROOF STRUCUTRE	11,452	SF	24.12	276,222	
	8.5 LBS/SF					
B10	**SUPERSTRUCTURE**			**DIVISION TOTAL**	**462,508**	**27.83**
B20	**EXTERIOR CLOSURE**					
06110	EXTERIOR WALLS - 50% BRICK/50% METAL SIDING	9,436	SF	50.00	471,800	
07620	FRAME AT OPENINGS	5,164	SF	9.00	46,476	
07620	GROSS EXTERIOR WALL AREA	14,600	SF			
08100	AUTO OPENERS	1	LS	7,500	7,500	
08110	EXT. H.M. DOOR/FRM/HDWRE-SGL	6	EA	3,500	21,000	
08360	SECTIONAL 4-FOLD VEHICLE DOOR	4	EA	32,000	128,000	
08410	ALUM STOREFRONT DOOR	2	EA	2,200	4,400	
08520	ALUM WINDOWS/STOREFRONT	4,380	SF	68.00	297,840	
08520	PREM OPERABLES/VENTS	20	EA	175	3,500	
B20	**EXTERIOR CLOSURE**			**DIVISION TOTAL**	**980,516**	**59.00**
B30	**ROOFING**					
01000	CANOPIES	1,000	SF	60.00	60,000	
06100	ROUGH CARPENTRY SUPPORTS	11,452	SFA	0.35	4,008	
07500	MEMBRANE ROOFING SYSTEM	11,452	SF	17.75	203,273	
B30	**ROOFING**			**DIVISION TOTAL**	**267,281**	**16.08**
C10	**INTERIOR CONSTRUCTION**					
06100	INTERIOR WALLS-COMPLETE	16,618	SFA	12.50	207,725	
08110	INTERIOR DOORS/GLAZING	16,618	SFA	4.75	78,936	
10880	MISC SPECIALTIES	16,618	SFA	1.50	24,927	
C10	**INTERIOR CONSTRUCTION**			**DIVISION TOTAL**	**311,588**	**18.75**
C20	**STAIRS**					
05000	STAIR RAILING	120	LF	95.00	11,400	
06100	METAL STAIR W/ CONCRETE TREADS & LANDING	2	FLT	15,000	30,000	
C20	**STAIRS**			**DIVISION TOTAL**	**41,400**	**2.49**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
C30	**INTERIOR FINISHES**					
01000	EXPOSED CEILING - NO FINISH	5,495	SF			
09000	WALL FINISHES	16,618	SFA	5.50	91,399	
09250	CEILING FINISHES	11,123	SFA	6.04	67,183	
09610	FLOOR FINISHES	16,618	SFA	6.00	99,708	
C30	**INTERIOR FINISHES**			**DIVISION TOTAL**	**258,290**	**15.54**
D10	**CONVEYING SYSTEMS**					
14240	ELEVATOR/2-STOP	1	EA	110,000	110,000	
D10	**CONVEYING SYSTEMS**			**DIVISION TOTAL**	**110,000**	**6.62**
D20	**PLUMBING**					
15400	PLUMBING	16,618	SF	13.00	216,034	
D20	**PLUMBING**			**DIVISION TOTAL**	**216,034**	**13.00**
D30	**HVAC**					
15000	EXHAUST SYSTEM-ALLOW	1	LS	150,000	150,000	
15000	HVAC/CONTROLS	16,618	SF	42.00	697,956	
D30	**HVAC**			**DIVISION TOTAL**	**847,956**	**51.03**
D40	**FIRE PROTECTION**					
15300	FIRE PROTECTION	16,618	SF	5.50	91,399	
D40	**FIRE PROTECTION**			**DIVISION TOTAL**	**91,399**	**5.50**
D50	**ELECTRICAL**					
16000	ELECTRICAL	16,618	SF	40.00	664,720	
16490	ALERTER/LOCUTION SYSTEM	1	LS	80,000	80,000	
D50	**ELECTRICAL**			**DIVISION TOTAL**	**744,720**	**44.81**
E10	**EQUIPMENT**					
11450	APPLIANCES	1	LS	34,500	34,500	
11500	EXTRACTOR AND BUNKER GEAR DRYER	1	EA	15,000	15,000	
11900	MISC EQUIPMENT/FOIC	16,618	SFA	0.25	4,155	
E10	**EQUIPMENT**			**DIVISION TOTAL**	**53,655**	**3.23**
E20	**FURNISHINGS**					
12300	CASEWORK/BUILT-IN FURNISHINGS	16,618	SFA	6.00	99,708	
12670	BLINDS	4,380	SF	9.50	41,610	
E20	**FURNISHINGS**			**DIVISION TOTAL**	**141,318**	**8.50**
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS	12	MO	40,000	480,000	
01000	GROSS FLOOR AREA	16,618	SF			

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
Z10	GENERAL REQUIREMENTS			DIVISION TOTAL	480,000	28.88
				ESTIMATE SUBTOTAL	5,247,621	315.78

THE ROBINSON COMPANY

CITY OF BOTHELL FIRE DEPARTMENT
KINGSGATE - OPTION A
BOND/LEVY PLANNING ESTIMATE
MARCH 16, 2018 Rev. 4/13/2018

1 Story 4 Bay Drive Through Building	13097 SF	396	$	5,183,007	
Site Development	1 LS	2,578,391	$	2,578,391	
Total Construction/MACC March 2018 Cost			**$**	**7,761,397**	**$ 593**
Escalation to March 2021 @ 14.2%			$	1,102,118	
Total Construction/MACC March 2021 Cost			**$**	**8,863,516**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	265,905	
Project Development/Soft Costs @ 61.53% on Const Cost			$	5,453,721	
Total Project Costs			**$**	**14,583,143**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.28%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewar Capacity Charge	2.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	61.53%

THE ROBINSON COMPANY

CITY OF BOTHELL FIRE DEPARTMENT
KINGSGATE - OPTION B
BOND/LEVY PLANNING ESTIMATE
MARCH 16, 2018 Rev. 4/13/2018

1 Story 4 Bay Drive Through Building	12970 SF	396	$	5,132,748	
Site Development	1 LS	2,266,272	$	2,266,272	
Total Construction/MACC March 2018 Cost			**$**	**7,399,019**	**$ 570**
Escalation to March 2021 @ 14.2%			$	1,050,661	
Total Construction/MACC March 2021 Cost			**$**	**8,449,680**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	253,490	
Project Development/Soft Costs @ 61.61% on Const Cost			$	5,205,848	
Total Project Costs			**$**	**13,909,018**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.36%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	61.61%

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - KINGSGATE OPT A SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
G10	SITE PREPARATION		364,303	
G20	SITE IMPROVEMENTS		829,443	
G30	SITE CIVIL / MECHANICAL UTILITIES		579,275	
G40	SITE ELECTRICAL UTILITIES		232,634	
Z10	GENERAL REQUIREMENTS		80,000	
	ESTIMATE SUBTOTAL		**2,085,655**	
	DESIGN CONTINGENCY @	15.00%	312,848	
	SUBTOTAL		2,398,503	
	GENERAL CONTRACTOR'S OH & P @	7.50%	179,888	
	SUBTOTAL		2,578,391	
	ESCALATION- SEE SUMMARY SHEET @			
	TOTAL		**2,578,391**	

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - KINGSGATE OPT A SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
G10	**SITE PREPARATION**					
02220	SITE CLEAR AND GRUB	82,634	SF	0.75	61,976	
02230	SITE STRIPPING -ASSUME 2'-HAUL	7,651	CY	18.00	137,718	
02300	EARTHWORK/GRADING	82,634	SF	1.75	144,610	
02370	EROSION CONTROL	1	LS	20,000	20,000	
G10	**SITE PREPARATION**			**DIVISION TOTAL**	**364,303**	
G20	**SITE IMPROVEMENTS**					
02740	APPARATUS APRON/DRIVES-IMPERVIOUS	14,802	SF	12.00	177,624	
02740	VEHICULAR PAVING/PARKING-ASPHALT	9,815	SF	3.50	34,353	
02755	SITE/BUILDING RETAINING WALLS	1	LS	200,000	200,000	
	ALLOWANCE					
02755	STREET SIDEWALK/CURB AND GUTTER	93	LF	300	27,900	
02775	CONCRETE WALKS/PADS	2,228	SF	8.50	18,938	
02830	CMU SOUND WALL AND FOOTING	304	LF	266	80,864	
02870	FENCES/GATES	1	LS	45,000	45,000	
02870	SITE FURNISHINGS/FLAGPOLE	1	EA	10,000	10,000	
02870	SITE MONUMENT SIGN	1	LS	15,000	15,000	
02890	STRIPPING/CURBING/SIGNAGE	9,815	SFA	0.75	7,361	
02900	LANDSCAPE RESTORATION/SEEDING	18,400	SFA	1.00	18,400	
02900	LANDSCAPE/IRRIGATION	24,292	SFA	6.50	157,898	
03310	NEW DRIVE ACCESS/CURB CUTS	407	SF	15.00	6,105	
04220	GENERATOR/FUEL TANK/TRASH ENCLOSURES	1	LS	30,000	30,000	
G20	**SITE IMPROVEMENTS**			**DIVISION TOTAL**	**829,443**	
G30	**SITE CIVIL / MECHANICAL UTILITIES**					
02510	DDC IN VAULT	1	LS	15,000	15,000	
02510	WATER DISTRIBUTION	1	LS	50,000	50,000	
02530	SANITARY SEWER SYSTEM	1	LS	7,500	7,500	
02540	OIL WATER SEPERATOR	1	LS	7,500	7,500	
02630	STORM DRAINAGE SYSTEM-VAULTED	39,942	SFA	12.50	499,275	
G30	**SITE CIVIL / MECHANICAL UTILITIES**			**DIVISION TOTAL**	**579,275**	
G40	**SITE ELECTRICAL UTILITIES**					
16230	ELECTRICAL/COMMUNICATIONS SITE WORK	82,634	SFA	1.00	82,634	
16230	EMERGENCY SIGNALIZATION	1	LS	75,000	75,000	
	ALLOWANCE					
16230	GENERATOR	1	LS	75,000	75,000	
G40	**SITE ELECTRICAL UTILITIES**			**DIVISION TOTAL**	**232,634**	
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS-PRORATED	2	MO	40,000	80,000	
01000	SITE AREA (1.87 ACRES)	2	AC			

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
Z10	GENERAL REQUIREMENTS			DIVISION TOTAL	80,000	
				ESTIMATE SUBTOTAL	2,085,655	

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - KINGSGATE OPT B SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
G10	SITE PREPARATION		405,394	
G20	SITE IMPROVEMENTS		526,289	
G30	SITE CIVIL / MECHANICAL UTILITIES		595,488	
G40	SITE ELECTRICAL UTILITIES		226,012	
Z10	GENERAL REQUIREMENTS		80,000	
	ESTIMATE SUBTOTAL		**1,833,182**	
	DESIGN CONTINGENCY @	15.00%	274,977	
	SUBTOTAL		2,108,160	
	GENERAL CONTRACTOR'S OH & P @	7.50%	158,112	
	SUBTOTAL		2,266,272	
	ESCALATION- SEE SUMMARY SHEET @			
	TOTAL		**2,266,272**	

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - KINGSGATE OPT B SITEWORK
LOCATION: BOTHELL, WA
BLDG SF:
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
G10	**SITE PREPARATION**					
02220	SITE DEMOLITION/CLEARING	76,012	SF	1.75	133,021	
02300	GRADE SITE	76,012	SF	1.50	114,018	
02370	EROSION CONTROL	1	LS	20,000	20,000	
02700	ASBESTOS ABATEMENT-ASSUME NONE		SF	5.00		
	EXCLUDED					
02700	DEMO EXISTING BUILDING	16,277	SF	8.50	138,355	
	ALLOWANCE					
G10	**SITE PREPARATION**			**DIVISION TOTAL**	**405,394**	
G20	**SITE IMPROVEMENTS**					
02740	APPARATUS APRON/DRIVES-IMPERVIOUS	15,838	SF	12.00	190,056	
02740	VEHICULAR PAVING/PARKING-ASPHALT	10,103	SF	3.50	35,361	
02755	STREET SIDEWALK/CURB AND GUTTER	119	LF	300	35,700	
02775	CONCRETE WALKS/PADS	2,314	SF	8.50	19,669	
02870	FENCES/GATES	1	LS	45,000	45,000	
02870	SITE FURNISHINGS/FLAGPOLE	1	EA	10,000	10,000	
02870	SITE MONUMENT SIGN	1	LS	15,000	15,000	
02890	STRIPPING/CURBING/SIGNAGE	10,103	SFA	0.75	7,577	
02900	LANDSCAPE RESTORATION/SEEDING	16,716	SFA	1.00	16,716	
02900	LANDSCAPE/IRRIGATION	18,057	SFA	6.50	117,371	
03310	NEW DRIVE ACCESS/CURB CUTS	256	SF	15.00	3,840	
04220	GENERATOR/FUEL TANK/TRASH ENCLOSURES	1	LS	30,000	30,000	
G20	**SITE IMPROVEMENTS**			**DIVISION TOTAL**	**526,289**	
G30	**SITE CIVIL / MECHANICAL UTILITIES**					
02510	DDC IN VAULT	1	LS	15,000	15,000	
02510	WATER DISTRIBUTION	1	LS	50,000	50,000	
02530	SANITARY SEWER SYSTEM	1	LS	7,500	7,500	
02540	OIL WATER SEPERATOR	1	LS	7,500	7,500	
02630	STORM DRAINAGE SYSTEM-VAULTED	41,239	SFA	12.50	515,488	
G30	**SITE CIVIL / MECHANICAL UTILITIES**			**DIVISION TOTAL**	**595,488**	
G40	**SITE ELECTRICAL UTILITIES**					
16230	ELECTRICAL/COMMUNICATIONS SITE WORK	76,012	SFA	1.00	76,012	
16230	EMERGENCY SIGNALIZATION	1	LS	75,000	75,000	
	ALLOWANCE					
16230	GENERATOR	1	LS	75,000	75,000	
G40	**SITE ELECTRICAL UTILITIES**			**DIVISION TOTAL**	**226,012**	
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS-PRORATED	2	MO	40,000	80,000	
01000	SITE AREA (1.74 ACRES)	2	AC			

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
Z10	GENERAL REQUIREMENTS			DIVISION TOTAL	80,000	
				ESTIMATE SUBTOTAL	1,833,182	

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 1 STORY 4 BAY DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 12,970
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
A10	FOUNDATIONS		235,495	18.16
B10	SUPERSTRUCTURE		312,836	24.12
B20	EXTERIOR CLOSURE		807,695	62.27
B30	ROOFING		294,757	22.73
C10	INTERIOR CONSTRUCTION		243,188	18.75
C30	INTERIOR FINISHES		204,406	15.76
D20	PLUMBING		220,490	17.00
D30	HVAC		694,740	53.57
D40	FIRE PROTECTION		71,335	5.50
D50	ELECTRICAL		598,800	46.17
E10	EQUIPMENT		52,743	4.07
E20	FURNISHINGS		124,151	9.57
Z10	GENERAL REQUIREMENTS		480,000	37.01
	ESTIMATE SUBTOTAL		**4,340,635**	**334.67**
	DESIGN CONTINGENCY @	10.00%	434,063	
	SUBTOTAL		4,774,698	
	GENERAL CONTRACTOR'S OH & P @	7.50%	358,102	
	SUBTOTAL		5,132,801	
	ESCALATION - SEE SUMMARY SHEET TO (/YR) @			
	TOTAL		**5,132,801**	**395.74**

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - 1 STORY 4 BAY DRIVE THRU
LOCATION: BOTHELL, WA
BLDG SF: 12,970
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
A10	**FOUNDATIONS**					
02620	FOOTING DRAINS	568	LF	15.00	8,520	
03300	SLAB ON GRADE - COMPLETE	12,970	SF	7.59	98,442	
03310	STANDARD FOUNDATIONS	12,970	SFA	9.91	128,533	
A10	**FOUNDATIONS**			**DIVISION TOTAL**	**235,495**	**18.16**
B10	**SUPERSTRUCTURE**					
06160	NEW ROOF STRUCUTRE	12,970	SF	24.12	312,836	
	8.5 LBS/SF					
B10	**SUPERSTRUCTURE**			**DIVISION TOTAL**	**312,836**	**24.12**
B20	**EXTERIOR CLOSURE**					
06110	EXTERIOR WALLS - 50% BRICK/50% METAL SIDING	7,367	SF	50.00	368,350	
07620	FRAME AT OPENINGS	5,397	SF	9.00	48,573	
07620	GROSS EXTERIOR WALL AREA	12,764	SF			
08100	AUTO OPENERS	1	LS	7,500	7,500	
08110	EXT. H.M. DOOR/FRM/HDWRE-SGL	6	EA	3,500	21,000	
08360	GLAZED OVERHEAD DOORS	4	EA	8,500	34,000	
08360	SECTIONAL 4-FOLD VEHICLE DOOR	4	EA	32,000	128,000	
08410	ALUM STOREFRONT DOOR	2	EA	2,200	4,400	
08520	ALUM WINDOWS/STOREFRONT	2,829	SF	68.00	192,372	
08520	PREM OPERABLES/VENTS	20	EA	175	3,500	
B20	**EXTERIOR CLOSURE**			**DIVISION TOTAL**	**807,695**	**62.27**
B30	**ROOFING**					
01000	CANOPIES	1,000	SF	60.00	60,000	
06100	ROUGH CARPENTRY SUPPORTS	12,970	SFA	0.35	4,540	
07500	MEMBRANE ROOFING SYSTEM	12,970	SF	17.75	230,218	
B30	**ROOFING**			**DIVISION TOTAL**	**294,757**	**22.73**
C10	**INTERIOR CONSTRUCTION**					
06100	INTERIOR WALLS-COMPLETE	12,970	SFA	12.50	162,125	
08110	INTERIOR DOORS/GLAZING	12,970	SFA	4.75	61,608	
10880	MISC SPECIALTIES	12,970	SFA	1.50	19,455	
C10	**INTERIOR CONSTRUCTION**			**DIVISION TOTAL**	**243,188**	**18.75**
C30	**INTERIOR FINISHES**					
01000	EXPOSED CEILING - NO FINISH	4,200	SF			
09000	WALL FINISHES	12,970	SFA	5.50	71,335	
09250	CEILING FINISHES	8,770	SFA	6.30	55,251	
09610	FLOOR FINISHES	12,970	SFA	6.00	77,820	
C30	**INTERIOR FINISHES**			**DIVISION TOTAL**	**204,406**	**15.76**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
D20	**PLUMBING**					
15400	PLUMBING	12,970	SF	17.00	220,490	
D20	**PLUMBING**			**DIVISION TOTAL**	**220,490**	**17.00**
D30	**HVAC**					
15000	EXHAUST SYSTEM-ALLOW	1	LS	150,000	150,000	
15000	HVAC/CONTROLS	12,970	SF	42.00	544,740	
D30	**HVAC**			**DIVISION TOTAL**	**694,740**	**53.57**
D40	**FIRE PROTECTION**					
15300	FIRE PROTECTION	12,970	SF	5.50	71,335	
D40	**FIRE PROTECTION**			**DIVISION TOTAL**	**71,335**	**5.50**
D50	**ELECTRICAL**					
16000	ELECTRICAL	12,970	SF	40.00	518,800	
16490	ALERTER/LOCUTION SYSTEM	1	LS	80,000	80,000	
D50	**ELECTRICAL**			**DIVISION TOTAL**	**598,800**	**46.17**
E10	**EQUIPMENT**					
11450	APPLIANCES	1	LS	34,500	34,500	
11500	EXTRACTOR AND BUNKER GEAR DRYER	1	EA	15,000	15,000	
11900	MISC EQUIPMENT/FOIC	12,970	SFA	0.25	3,243	
E10	**EQUIPMENT**			**DIVISION TOTAL**	**52,743**	**4.07**
E20	**FURNISHINGS**					
12300	CASEWORK/BUILT-IN FURNISHINGS	12,970	SFA	7.50	97,275	
12670	BLINDS	2,829	SF	9.50	26,876	
E20	**FURNISHINGS**			**DIVISION TOTAL**	**124,151**	**9.57**
Z10	**GENERAL REQUIREMENTS**					
01000	GENERAL CONDITIONS	12	MO	40,000	480,000	
01000	GROSS FLOOR AREA	12,970	SF			
Z10	**GENERAL REQUIREMENTS**			**DIVISION TOTAL**	**480,000**	**37.01**
				ESTIMATE SUBTOTAL	**4,340,635**	**334.67**

THE ROBINSON COMPANY

CITY OF BOTHELL
COURTS ADDITION AND RENOVATION
ORDER OF MAGNITUDE ESTIMATE
MARCH 20, 2018

Building Addition and Renovation	5973 SF	393	$	2,349,697	
Site Development	1 LS		TBD		
Total Construction/MACC June 2020 Cost			**$**	**2,349,697**	**$ 393**
Project Development/Soft Costs @ 65.23%			$	1,532,708	
Total Project Costs			**$**	**3,882,405**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Utility Infrastructure to Site
Mitigation/Impact Fees
Structural/Seismic Upgrades
Site Development Costs except Stair/Ramp at entry
Re-roof and thermal upgrade existing Roof

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($20.00 SF + Tax) (Basic)	6.14%
Courtroom/Judge Chamber Furnishings ($25,000 Allowance Each)	2.34%
Technology	3.00%
Jurisdictional/Utility Co Fees	0.50%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	65.23%

THE ROBINSON COMPANY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - COURT EXPANSION AND REMODEL
LOCATION: BOTHELL, WA
BLDG SF: 5,973
ESTIMATE: 2018043
EST TYPE: BOND STUDY

DIVISION	DESCRIPTION		TOTAL	$/SF
A10	FOUNDATIONS		29,875	5.00
B10	SUPERSTRUCTURE		15,840	2.65
B20	EXTERIOR CLOSURE		112,143	18.77
B30	ROOFING		28,200	4.72
C10	INTERIOR CONSTRUCTION		175,810	29.43
C30	INTERIOR FINISHES		209,055	35.00
D20	PLUMBING		121,600	20.36
D30	HVAC		310,596	52.00
D40	FIRE PROTECTION		29,865	5.00
D50	ELECTRICAL		324,446	54.32
E10	EQUIPMENT		27,500	4.60
E20	FURNISHINGS		161,153	26.98
F20	SELECTIVE BUILDING DEMOLITION		52,737	8.83
G20	SITE IMPROVEMENTS		25,000	4.19
G30	SITE CIVIL / MECHANICAL UTILITIES		5,000	0.84
Z10	GENERAL REQUIREMENTS		160,000	26.79
	ESTIMATE SUBTOTAL		**1,788,819**	**299.48**
	DESIGN CONTINGENCY @	10.00%	178,882	
	SUBTOTAL		1,967,701	
	GENERAL CONTRACTOR'S OH & P @	7.50%	147,578	
	SUBTOTAL		2,115,278	
	ESCALATION TO 01-JUN-20 (5.00%/YR) @	11.08%	234,419	
	TOTAL		**2,349,697**	**393.39**

EXCLUSIONS:
SEE ESTIMATE SUMMARY

PROJECT: CITY OF BOTHELL FIRE DEPARTMENT - COURT EXPANSION AND REMODEL
LOCATION: BOTHELL, WA
BLDG SF: 5,973
ESTIMATE: 2018043
EST TYPE: BOND STUDY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
A10	**FOUNDATIONS**					
01000	PATCH EXISTING SLAB	650		10.00	6,500	
02620	FOOTING DRAINS	119	LF	15.00	1,785	
03300	SLAB ON GRADE - COMPLETE INCL TIE-IN	1,350	SF	8.50	11,475	
03310	CONTINUOUS FOOTINGS/THICKEND SLAB EDGE	119	LF	85.00	10,115	
A10	**FOUNDATIONS**			**DIVISION TOTAL**	**29,875**	**5.00**
B10	**SUPERSTRUCTURE**					
05120	BUILDING ROOF STRUCTURE AND TIE-IN	528	SFA	30.00	15,840	
B10	**SUPERSTRUCTURE**			**DIVISION TOTAL**	**15,840**	**2.65**
B20	**EXTERIOR CLOSURE**					
01000	EXTRIOR ENTRY DOORS	1	PR	5,000	5,000	
07000	EXTERIOR CLOSURE AT ADDITION	1,428	SFA	62.35	89,036	
07200	EXTERIOR INSULATION UPGRADE FROM INSIDE EXT WALL INCL REMOVE GWB	2,292	SF	7.90	18,107	
B20	**EXTERIOR CLOSURE**			**DIVISION TOTAL**	**112,143**	**18.77**
B30	**ROOFING**					
05120	CANOPY ALLOWANCE	250	SFA	60.00	15,000	
07330	MEMBRANE ROOFING/INSUL/SHEETMETAL AT INVERTED CORNERS ONLY	528	SF	25.00	13,200	
B30	**ROOFING**			**DIVISION TOTAL**	**28,200**	**4.72**
C10	**INTERIOR CONSTRUCTION**					
01000	INTERIOR VESTIBULE DOORS	2	PR	5,000	10,000	
09000	INTERIOR CONSTRUCTION	5,973	SFA	27.76	165,810	
C10	**INTERIOR CONSTRUCTION**			**DIVISION TOTAL**	**175,810**	**29.43**
C30	**INTERIOR FINISHES**					
09000	INTERIOR FINISHES	5,973	SFA	35.00	209,055	
C30	**INTERIOR FINISHES**			**DIVISION TOTAL**	**209,055**	**35.00**
D20	**PLUMBING**					
15000	PLUMBING - BUILDING	32	FXT	3,800	121,600	
D20	**PLUMBING**			**DIVISION TOTAL**	**121,600**	**20.36**
D30	**HVAC**					
15500	HVAC - BUILDING	5,973	SFA	52.00	310,596	
D30	**HVAC**			**DIVISION TOTAL**	**310,596**	**52.00**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
D40	**FIRE PROTECTION**					
15000	FIRE PROTECTION SYSTEM - BUILDING	5,973	SFA	5.00	29,865	
D40	**FIRE PROTECTION**			**DIVISION TOTAL**	**29,865**	**5.00**
D50	**ELECTRICAL**					
16000	ELECTRICAL - BUILDING	5,973	SFA	40.00	238,920	
16000	ELECTRICAL - SPECIAL/LOW VOLTAGE SYSTEMS ALLOWANCE	4,623	SFA	18.50	85,526	
D50	**ELECTRICAL**			**DIVISION TOTAL**	**324,446**	**54.32**
E10	**EQUIPMENT**					
11000	BUILDING EQUIPMENT/APPLIANCES	1	LS	7,500	7,500	
11000	HI DENSITY FILE/RECORD STORAGE ALLOWANCE	1	LS	20,000	20,000	
E10	**EQUIPMENT**			**DIVISION TOTAL**	**27,500**	**4.60**
E20	**FURNISHINGS**					
06415	TRANSACTION/REPORT COUNTERS	4	LF	475	1,900	
12000	MISC CASEWORK/COUNTERS/MILLWORK	5,973	SFA	1.75	10,453	
12300	BASE CABINETS	30	LF	200	6,000	
12300	COURTROOM RAILINGS/LOW WALL	2	EA	15,000	30,000	
12300	JUDGE BENCH	2	EA	28,000	56,000	
12300	JUDGE/JURY PLATFORMS	1	LS	20,000	20,000	
12300	WALL CABINETS	30	LF	110	3,300	
12300	WITNESS/CLERK DESKS	4	EA	6,500	26,000	
12490	EXT. WINDOW SHADES/BLINDS	1	LS	7,500	7,500	
E20	**FURNISHINGS**			**DIVISION TOTAL**	**161,153**	**26.98**
F20	**SELECTIVE BUILDING DEMOLITION**					
02000	DEMO EXTERIOR SLABS/SIDEWALKS	1,350	SF	5.00	6,750	
02000	DEMO EXTERIOR SOFFITS	1,350	SF	2.50	3,375	
02000	DEMO EXTERIOR WALL/STEMWALL/FOOTING	123	LF	75.00	9,225	
02000	DEMO PLANTERS/RAISED BEDS	16	MH	185	2,960	
02000	INTERIOR DEMOLITION - GUT	4,623	SFA	5.50	25,427	
02000	SAWCUTTING	1	LS	5,000	5,000	
F20	**SELECTIVE BUILDING DEMOLITION**			**DIVISION TOTAL**	**52,737**	**8.83**
G20	**SITE IMPROVEMENTS**					
02775	NEW ENTRY STAIR/RAMP/WALLS	1	LS	25,000	25,000	
G20	**SITE IMPROVEMENTS**			**DIVISION TOTAL**	**25,000**	**4.19**
G30	**SITE CIVIL / MECHANICAL UTILITIES**					
02550	RELOCATE GAS METER	1	LS	5,000	5,000	
G30	**SITE CIVIL / MECHANICAL UTILITIES**			**DIVISION TOTAL**	**5,000**	**0.84**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	$/SF
Z10	**GENERAL REQUIREMENTS**					
01000	BUILDING AREA	5,973	SFA			
01000	GENERAL CONDITIONS	4	MO	40,000	160,000	
Z10	**GENERAL REQUIREMENTS**			**DIVISION TOTAL**	**160,000**	**26.79**
				ESTIMATE SUBTOTAL	**1,788,819**	**299.48**

BNB
BNBuilders

PRECONSTRUCTION SERVICES
WORK PLAN

PROJECT: CITY OF BOTHELL FIRE STATIONS 42 AND 45
OWNER: CITY OF BOTHELL

ESTIMATE TYPE:
ISSUE DATE:

WORK PLAN
10/16/2019

Phase 1A	START	END	HRS	WRK DAY	CAL DAY	WEEKS	MONTHS
Duration in Hours is based on 8hrs/day for a standard 5 day work-week.	11/18/19	04/17/20	880.00	110.00	152.00	22.00	5.08

ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	PROJECT EXECUTIVE Philpovich	SR PROJECT MANAGER Urbas	DESIGN MANAGER Toomey	SUPT Stenbacher	CHIEF ESTIMATOR Herzog	ESTIMATOR/ ENGINEER TBD	SENIOR SCHEDULER Whipple	BIM MANAGER TBD	ACCOUNTING TBD	PRINCIPAL Roberts	DESIGN LEAD Wolf	PROJECT ARCHITECT MANAGER Morrissey	PROJECT ARCHITECT TBD	INTERN TBD	SUSTAINABILITY, SPECIFICATIONS AND QC TBD	TOTALS
PROJECT MEETINGS (O/A/C - BI-WEEKLY)	11	wk	8	22	22	8	18					16	8	22	18	8		150
VALIDATION																		
Verification of As-Built Drawings	1	ea			8	16	8					4	4	12	8	40		100
Constructability Analysis	1	ea	8	8	16	20	20					4	4	12	8			100
Verificaiton of A&E assumptions and calculations	1	ea	4	8	8									8	8			36
Verificaiton of actual site conditions	1	ea		8	8	48								8	8	40		120
Verification of Site Surveys + Sub	1	ea			8	16								4	4			32
Review and assess legal and regulatory rules	1	ea			16							4	4	8	8			40
Validation of assumptions - budget, schedule, etc.	1	ea	4	16	16	4	4					12	4	16	16			92
HazMat Survey + Sub	1	ea		2	2									2	2			8
Archaeological site survey + Sub	1	ea		2	2	8								2	2			16
Soils sampling, testing and analysis	1	ea		2	4	8								2	2			18
Subsurface investigation	1	ea		2	4	16								2	2			26
Analyze Temporary Site Selections	1	ea	4	16	16	16						4	4	16	8			84
Program Refinement	1	ea		8	16							8	8	16	8	40		104
Temporary Facilities Program Development	1	ea		8	4	16								8	8	40		84
ESTIMATING																		
Develop Target Budget	4	wk	4	4	4		60	100				2	4	4	4			206
Establish Budget Options	1	wk					16					2	2	4	4			28
Bi-Weekly Updates / Value Analysis	22	wks					44					2	2	22	11			81
PHASE 1A REPORT																		
Develop Initial Subcontractor Procurement Plan	1	ea	2	16	8		8					2		2	2			40
Develop Initial Project Schedule	1	ea	2	2	8	24			8									44
Project Phasing/Staging Analysis	1	ea			8	16						4	4					32
Permitting Strategy Plan	1	ea	2		16							2		16	4			40
Initial Job Site Hazard Analysis	1	ea				16												16
Develop Small Business Participation/Outreach Plan	1	ea		16	8													24
Develop QA/QC Plan	1	ea		16	16	8		8						4			40	92
Prepare Differing Site Conditions Report	1	ea			24	4								4	4			36
Team Review of Basis of Design Docs	1	ea	4	8	8	8	8					4	4	8	4			56
Develop Schematic Design Review Package	1	ea	4	4	80							24	56	192	200	120		680
Develop 90% Temp Facilites Package	1	ea.			16							8	8	52	60	160		304
Specifications - Systems and Materials Narratives	1	ea.										8	8	24	40		80	160
Permit Package Development (Temp, Facilities)	1	ea.			4									12	36	120		172
Site Review Package Development	1	ea.			4							4	4	16	24	120		172
PHASE 1A MANAGEMENT																	80	
Ongoing Permitting Management	22	wks			22									8	12			42
Ongoing Schedule Updates	22	wks							22					4	4			30
Ongoing Site Logistics Updates	22	wks				11												11
Ongoing Procurement Management	22	wks		22			16							4	4			46
Community Review Board Review	1	ea	4	8	16							8	8	8				52
Operations and Maintenance Review/ Coordination	2	ea		8	12								2	8	8			38
Team Collaboration Meetings (Weekly 8 hrs)	20	ea	40	40	160	16	16			8		48	40	160	120			648
Ongoing Consultant Collaboration	1	ea	2	2	40					2				40	40	40		166
Community Relations	22	wks	4	8	8	8						4	4	8	8			52
Apprenticeship Utilization Planning	1	ea		16														16
Accounting Support	5	ea									40							
PERSONNEL HOURS			96	272	612	287	238	108	30	10	40	174	182	738	699	728	200	4294
PERSONNEL COMMITMENT (% of Duration)			10.91%	30.91%	69.55%	32.61%	27.05%	12.27%	3.41%	1.14%	4.55%	19.77%	20.68%	83.86%	79.43%	82.73%	22.73%	
STAFF BILLING RATE ($/hr)			$ 157	$ 117	$ 110	$ 111	$ 142	$ 83	$ 109	$ 95	$ 74	$ 265	$ 265	$ 160	$ 120	$ 75	$ 180	
TOTAL LABOR COST			$ 15,068	$ 31,783	$ 67,406	$ 31,886	$ 33,729	$ 9,000	$ 3,276	$ 947	$ 2,966	$ 46,110	$ 48,230	$ 110,700	$ 83,880	$ 54,600	$ 36,000	$ 575,603

NOTES:

ESTIMATED REIMBURSABLES	QTY	U/M	$/UNIT	TOTAL
Drawings / Reproduction (Not Main Drawings)	5	MO	$ 225.00	$ 1,143
Builders Exchange (BXWA) Online Documents	5	MO	$ 65.00	$ 330
Miscellaneous Office Supplies	5	MO	$ 185.00	$ 940
PC/Phone/Vehicles	5	MO	$ 4,219.00	$ 21,095
Gas/Vehicle Maint	5	MO	$ 1,087.00	$ 5,435
Subconsultants (See Attached Proposal, If Any)	1	LS		$ -
Postage / Messenger	5	MO	$ 125.00	$ 635
TOTAL ESTIMATED REIMBURSABLES				$ 29,578

B&O TAXES	0.000%	ON SUMMARY SHEET	$ -
CONTRACTOR INSURANCES	0.000%		$ -
CONTRACTORS FEE	0.000%		$ -
SUBTOTAL - INDIRECTS			$ -
PHASE 1A TOTAL			$ 605,181

BNBuilders & Miller Hull Partnership

Phase 1A ONLY

Project/PreConstruction Management	$196,083	*Phase 1A*
Estimated Reimbursables	$29,578	*Drawings/ Reproductions Online Document(s) Hosting Misc Office Supplies Computer(s), Phone(s), Vehicle(s) Gas, Vehicle Maintenance Postage, Messenger*
Site Survey	$30,000	*Two (2) Permanent Fire Stations*
	$20,000	*Two (2) Temporary Facilities*
Geotechnical*	$34,000	*Two (2) Permanent Fire Stations*
Additional Geotechnical	$16,000	*Infiltration Pits*
Geotechnical for Temporary Facilities	$0	*Assumed to utilize code minimum bearing pressures*
Archaeology Survey	$34,000	*Two (2) Permanent Fire Stations. Includes SEPA Requirements in reporting.*
Ground Penetrating Radar, Utility Location, Pot Holing, Patch Back	$20,000	*2 FS + Temporary Facilities*
Hazardous Materials Survey/Testing	$10,000	*Two (2) Permanent Fire Stations*
Fire Hydrant Flow Testing	$10,000	*Two (2) Permanent Fire Stations + Temporary Facilities*
BIM Modeling or Laser Scanning of As Built	$10,000	*FS 42*
Mechanical/Plumbing DB	$50,000	*Design Build Engineering for 30% Design (2 Permanent FS)*
	$20,000	*Design Build Engineering for 90% Design (2 Temp Facilities)*
Electrical (Power, Lighting, FA, LV) DB	$50,000	*Design Build Engineering for 30% Design (2 Permanent FS)*
	$25,000	*Design Build Engineering for 90% Design (2 Temp*
AV	$0	*N/A to P1A*
Fire Protection (Fire Sprinklers) DB	$4,500	*Temporary Facilities*
Structure Design Assist	$0	*N/A to P1A*
Envelope Peer Review	$0	*N/A to P1A.*
Art	$0	*N/A to P1A*
FF&E	$0	*N/A to P1A*
Validation Period Permit(s)	$20,000	*Required Permits to perform work in ROW.*
Conditional Use Permit (CUP) Fee	$0	*No longer anticipated for*
Temporary Facilities Long Lead Item(s) Procurement	$25,000	*Long lead Items (ie Apparatus Bay(s), Modular(s), etc...)*
Critical Areas Report	$0	*FS 45: May be required for P1B.*
DB Contingency	$40,000	
Subtotal	$644,161	
Total Both Columns	**$1,310,681**	
GLI (1.0%)	$13,107	
B&O Taxes (0.471%)	$6,173	
Builders Risk	$0	*N/A for P1A*
DB Fee (4.25%)	**$56,523**	
Grand Total	$1,386,484	

Architecture, Interiors, Code, etc...	$291,992	*Phase 1A, Two (2) Permanent Fire Stations*
Architecture, Interiors, Code, etc...	$51,528	*Phase 1A, Temporary Facilities*
Sustainability, Specifications, Renderings	$36,000	*Phase 1A*
Code Consultant	$3,000	*PEER Review and Specialty Code Expertise*
Civil	$55,000	*FS 45: Does not include engineering for removal of unknown existing underground elements.*
	$90,000	*FS 42: Does not include engineering for removal of unknown existing underground elements.*
	$60,000	*Termporary Facilities: FS 45*
	$20,000	*Temporary Facilities: FS 42 (assumed phased construction on FS 42)*
Landscape	$20,000	*Two (2) Permanent Fire Stations. Irrigation will be added in P1B.*
Structure	$21,000	*Two (2) Permanent Fire Stations*
	$8,000	*Two (2) Temporary Fire Stations: Assuming modular trailer based construction, long span 'sprung' structure or similar solutions.*
Lighting	$0	*N/A to P1A*
VT	$0	*N/A to P1A*
Envelope	$0	*N/A to P1A*
Acoustics	$10,000	*Acoustic studies are expected to understand the potential impacts of the temporary emergency generators at the adjacent property lines. Temporary*
Art	$0	*N/A to P1A*
FF&E	$0	*N/A to P1A*
Subtotal	$666,520	

*Project sequencing may require Geotechnical to perform additional work/services at a later date.

** Sales Tax is excluded.

Exhibit E3 - Hourly Rates

BNB
BNBuilders

Labor Rates - Seattle 2019
Effective Through 12/31/2019

BNB Classification	BNB Class Code	Rate
Principal	PRNC	205.09
Project Executive - Senior	EXECPRS	196.28
Project Executive	EXECPR	157.17
Project Manager - Senior	MGRPRJS	116.85
Project Manager	MGRPRJ	99.05
Project Engineer - Senior	ENGPRS	82.05
Project Engineer	ENGPR	65.05
Project Engineer - Intern	INTPE	20.76
Design Manager	DESIGNM	110.14
Sustainability Manager	MGRSUS	101.52
Quality Manager	MGRQUA	98.68
PreConstruction Director	PRECON D	220.24
PreConstruction Manager	PRECON M	119.72
Estimator - Chief	ESTCH	141.72
Estimator - Senior	ESTSR	111.11
Estimator	EST	83.33
Estimator- Assistant	ESTASST	60.25
Scheduler - Director	DIRPLN	109.28
Scheduler	CONSCHED	80.23
Innovation- Director	DIRIN	164.70
Innovation- Manager Senior	MGRINS	121.62
Innovation- Manager	MGRIN	94.66
Innovation Engineer - Senior	ENGINSR	79.01
Innovation Engineer	ENGINNOV	72.94
MEP - Director	DIRMEP	161.83
MEP- Engineer	ENGMEP	80.90
MEP Coordinator	CRDMEP	104.39
IT - Senior	TECHSR	59.58
IT	TECHIT	53.51
Project Accountant - Senior	ACCPRS	74.15
Project Accountant	ACCPR	61.40
PA & Support Administrator	ADMPAS	58.36
Operations Administrator	ADMOP	52.05
Field Office Coordinator	CRDFO	50.47
Field Office Coordinator - Senior	CRDFOSR	58.36
Contracts Administrator	ADMCON	50.47
Project Purchasing Agent		59.88
Superintendent- Executive	SUPEXEC	194.39
Superintendent - Senior	SUPSR	133.80
Superintendent	SUP 1	111.10
Laborer Superintendent	SUP 2	86.28
Safety Director	OSHA 1	142.53
Regional Safety Lead	OSHA 2	91.29
Safety Manager	OSHA 3	77.19
Safety Engineer	OSHA 4	56.24
Chief Survey Supervisor*	SURV 1	105.75
Surveyor I equipment charge		68.00
Surveyor I with equipment		**173.75**
Survey Engineer*	SURV 2	65.17
Surveyor*	SURV 3	70.32
*Excluding equipment		

BNB Classification	BNB Class Code	Rate Reg.	1.5x	2.0x
Carpenter Apprentice	CARP A	67.06	90.57	114.07
Carpenter Journeyman	CARP	69.54	94.29	119.03
Carpenter Lead	CARP LD	71.69	97.52	123.34
Carpenter Foreman	CARP F	74.49	101.71	128.93
Carpenter Sr Foreman	CARP FS	76.64	104.94	133.24
		-		
Laborer Apprentice	LAB A	56.37	76.70	97.04
Laborer Journeyman	LAB	58.52	79.92	101.33
Laborer Foreman	LAB F	64.55	88.98	113.40
Laborer Sr Foreman	LAB SF	72.30	100.60	128.90
		-		
Drywall Apprentice	DWF A	67.06	90.57	114.07
Drywall Journeyman	DWF	69.54	94.29	119.03
Drywall Lead	DFL	71.69	97.52	123.34
Drywall Foreman	DWFF	74.49	101.71	128.93

Said rates establish the hourly amount the Contractor will bill and the Owner will pay for the work to be performed by the Contractor's own forces for this project. Rates are based on labor costs only. These rates shall be used for all general conditions staff and self performed work done by the Contractor's own forces and for all change order pricing. These rates when multiplied by the hours worked shall constitute the cost of the work. These rates are subject to adjustment each calendar year. Any adjustment in the rates shall be mutually negotiated. BNB provides an incentive pay of 8% above base pay for night shift work (between 4pm and Midnight) for BNB craft personnel, which is applied to the rates above when utilized.

MILLER HULL

The Miller Hull Partnership, LLP

2019 Bill Rates

Title	Bill Rate
Partners	$265
Principals	$225
Architect 8	$190
Architect 7	$160
Architect 6	$150
Architect 5	$140
Architect 4	$130
Architect 3	$120
Architect 2	$90
Administration	$75
Interns	$75

EXHIBIT F1 FORM OF PHASE 1B AMENDMENT
City of Bothell
Fire Station 42 and 45 Replacement

Unless the parties agree in writing otherwise, the Phase 1B Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.2.3 of the Agreement, this Phase 1B Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Phase 1B Amendment conflict with the Agreement, the terms in this Phase 1B Amendment shall govern.

2. The Design-Builder has submitted to Owner the Phase 1A Report pursuant to Section 6.6.1.7 of the Agreement.

3. The Owner has reviewed the Phase 1A Report, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.7 of the Agreement, and the Owner has accepted the Phase 1A Report as reconciled. The conformed, reconciled Phase 1A Report is attached to this Phase 1B Amendment at Exhibit A and is incorporated as if fully set forth herein.

4. The Owner has decided to exercise its option to enter into Phase 1B of the Agreement pursuant to Section 6.6.1.7.b of the Agreement.

5. Consistent with the Phase 1A Report, the parties hereby establish the following Commercial Terms:

Phase 1B Not to Exceed Amount	$
Estimated Cost of the Work	$
Design-Builder's Lump Sum Fee	$
Phase 1B Completion Date	
Cost of the Work Contingency (Section 6.4.4.1.a)	$
Design-Builder's Contingency (Section 6.4.4.1.b)	$

6. Other Commercial Terms are set forth pursuant to the following Exhibits:

   a. Allowances as set forth in Section 6.4.1 of the Agreement are set forth and described in Exhibit B.

   b. Not to Exceed Sums as set forth in Section 6.4.2 of the Agreement (with the exception of the Phase 1B Not to Exceed Amount set forth above) are set forth and described in Exhibit C.

   c. Lump Sums as set forth in Section 6.4.3 of the Agreement (with the exception of the Design-Builder's Lump Sum Fee set forth above) are set forth and described in Exhibit D.

   d. Contingencies as set forth in Section 6.4.4 of the Agreement are set forth above and described in Exhibit E.

   e. [Insert any other Commercial Terms]

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Phase 1B Not to Exceed Amount set forth above.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

CITY OF BOTHELL

By _____

_____

Its City Manager

Date: _____

ATTEST:

_____
Laura K. Hathaway, City Clerk

APPROVED FOR FORM:

_____
City Attorney

DESIGN-BUILDER

_____
Name of Design-Builder

By _____

Its _____

Date: _____

DESIGN-BUILDER'S ADDRESS AND PHONE:

_____

_____

EXHIBIT F2 FORM OF GMP AMENDMENT
City of Bothell
Fire Station 42 and 45 Replacement

Unless the parties agree in writing otherwise, the GMP Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this GMP Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this GMP Amendment conflict with the Agreement or the Phase 1B Amendment, the terms in this GMP Amendment shall govern.

2. The Design-Builder has submitted to Owner the GMP Proposal pursuant to Section 6.6.1.9 of the Agreement.

3. The Owner has reviewed the GMP Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.10 of the Agreement, and the Owner has accepted the GMP Proposal as reconciled. The conformed, reconciled GMP Proposal is attached to this GMP Amendment at Exhibit A and is incorporated as if fully set forth herein.

4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement pursuant to Section 6.6.1.10.b of the Agreement.

5. Consistent with the GMP Proposal, the parties hereby establish the following Commercial Terms:

Guaranteed Maximum Price	$
Cost of the Work	$
Design-Builder's Lump Sum Fee	$
Substantial Completion Date	
Final Completion Date	
Cost of the Work Contingency (Section 6.4.4.1.a)	$
Design-Builder's Contingency (Section 6.4.4.1.b)	$

6. Other Commercial Terms are set forth pursuant to the following Exhibits:

   a. Allowances as set forth in Section 6.4.1 of the Agreement are set forth and described in Exhibit B.

   b. Not to Exceed Sums as set forth in Section 6.4.2 of the Agreement (with the exception of the Phase 1B Not to Exceed Amount set forth above) are set forth and described in Exhibit C.

   c. Lump Sums as set forth in Section 6.4.3 of the Agreement (with the exception of the Design-Builder's Lump Sum Fee set forth above) are set forth and described in Exhibit D.

   d. Contingencies as set forth in Section 6.4.4 of the Agreement are set forth above and described in Exhibit E.

   e. [Insert any other Commercial Terms]

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

CITY OF BOTHELL

By _____

_____

Its City Manager

Date: _____

ATTEST:

_____
Laura K. Hathaway, City Clerk

APPROVED FOR FORM:

_____
City Attorney

DESIGN-BUILDER

_____
Name of Design-Builder

By _____

Its _____

Date: _____

DESIGN-BUILDER'S ADDRESS AND PHONE:

_____

_____

EXHIBIT G1
FORM PHASE 1 CHANGE ORDER

Phase 1 Contract Change Order

City of Bothell	Design-Builder

Project Name: Fire Stations 42 and 45 Replacement **Change Order#:** _____

COR#	Description of Change	Change in Contract Time	Change in Phase 1 NTE

Original Phase 1 Not to Exceed Amount	$
Net change by previous authorized Change Orders	$
Total net *[check one]* ☐ Increase / ☐ Decrease in the Phase 1 NTE by this Change Order	$
New Phase 1 NTE including this Change Order	$

The new Contract Time including this Change Order is:

New Phase 1 Completion Date	
New Interim Milestone Dates:	

The changes in the Phase 1 Not to Exceed Amount and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

City of Bothell	Design-Builder
By: _____ Signature _____ Printed Name Title: _____ Date: _____	By: _____ Signature _____ Printed Name Title: _____ Date: _____

EXHIBIT G2
FORM PHASE 2 CHANGE ORDER

Phase 2 Contract Change Order

City of Bothell	Design-Builder

Project Name: Fire Stations 42 and 45 Replacement **Change Order#:** _____

COR#	Description of Change	Change in Contract Time	Change in GMP

Original Guaranteed Maximum Price	$
Net change by previous authorized Change Orders	$
Total net *[check one]* ☐ Increase / ☐ Decrease in the GMP by this Change Order	$
New Guaranteed Maximum Price including this Change Order	$

The new Contract Time including this Change Order is:

New Scheduled Substantial Completion Date	
New Scheduled Interim Milestone Dates:	
New Final Completion Date	

The changes in the GMP and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

City of Bothell	Design-Builder
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
Title: _____ Date: _____	Title: _____ Date: _____

EXHIBIT H
TRAVEL REIMBURSEMENT POLICY
CITY OF BOTHELL
FIRE STATIONS 42 AND 45 REPLACEMENT

Design-Builder's Responsibilities

- Design-Builder must minimize travel expenses that are requested for reimbursement whenever possible by using the least expensive options that does not result in unreasonably ineffective use of work time.
- Design-Builder must submit a separate invoice including itineraries for all project related travel.
- The Project owner is not responsible for providing insurance coverage.

Airlines

Vendors should purchase non-refundable airline tickets and purchase them a minimum of fourteen (14) days in advance of the travel departure date whenever possible. Vendors must travel Economy/Coach class unless authorized in writing.

Vendors must book the Lowest Logical Fare (LLF) which is defined as the lowest fare within a 3-hour departure window and may include connections that do not add more than a two (2) hour layover. Exceptions to the LLF must be authorized in advance.

Hotels

Reimbursement for lodging is limited to the single standard room rate. No upgraded room category will be reimbursed.

Expenses for staying in a private home (e.g., family, friends, or at a vendor's personal residence) in lieu of hotel costs are not reimbursable.

Car Rental

Vendors should use rent midsize or smaller vehicles whenever possible. Full size vehicles are allowed only when being shared by 3 or more people. Insurance must be declined as it is included in negotiated rates. Cars should be shared whenever possible. All cars must be refueled before returning to avoid fuel surcharges. No fuel charges from the rental company may be expensed.

Rail Travel

Rail travel should be used when it is less expensive than air travel, adds no more than one and a half hours to the total travel time, or is timelier than driving.

Frequent Flyer/Frequent Guest Programs

Vendors may retain program awards and benefits. Participation in these programs should not influence flight or lodging selections in any manner that would result in increased costs .

Cancellations

Vendor shall not seek reimbursement for incurred travel expenses that are cancelled by Vendor. When a trip is cancelled by the Owner. Vendors are responsible for canceling hotel rooms must secure a cancelation number. No hotel expenses which could have been avoided by prompt cancellation will be reimbursable.

EXPENSE REIMBURSEMENT

Reimbursable Expenses

The following items may be reimbursable to Vendors when necessary and reasonable, and incurred while conducting project business. Reimbursable items include but are not limited to:

- Commercial airfare and surface transportation (Economy/Coach Class) including parking fees and tolls
- Actual gratuity tips paid, when reasonable and customary
- Hotel/lodging
- Meals incurred during out-of-town trip (not to exceed $75.00 USD per day or as specified in the SOW)
- Saturday night stay-over (Weekend hotel expenses are reimbursable if airfare savings result in a lower overall cost for the trip by at least $250.00 USD or equivalent currency and the expenses do not exceed the airfare savings.)
- Hotel high-speed internet connection
- Business related telephone calls

Non-Reimbursable Expenses

Non-reimbursable items include but are not limited to:

- Airline club memberships
- No-show fees for hotels, airfare, or car rentals
- Cancellation fees except those unavoidable due to business requirements
- Class of service upgrades
- Car, train, and air phones
- Barber, hair stylist, manicurist, spa services, shoe shines, and other grooming/personal service expenses
- Lost or stolen personal items
- Personal entertainment including movies and DVD rentals
- Traffic/parking violations
- Family member or other non-business associate's expenses
- Credit card fees including annual or membership fees, late fees, and interest charges
- Insurance premiums
- Clothing purchases
- Entertainment (including entertaining owner representative employees and any event entertainment)
- Foreign travel document requirements
- Free or upgrade certificates for flight, hotel, or car rental
- Laundry and dry cleaning unless trip exceeds 5 business days
- Membership fees (including frequent flyer/frequent guest programs)
- Use of private jet
- Telephone calls
- Trip or flight insurance
- Pet care or kennel costs
- Babysitters or house-sitters

GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Note: This document has been modified from the DBIA Form. A redlined version will be provided upon request.

Document No. 535
Second Edition, 2010

Washington, DC

TABLE OF CONTENTS

Article 1

General

1.1 Mutual Obligations

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

1.1.2 *Integrated Delivery:* The Parties wish to fully embrace the principles of collaboration and integrated delivery in the performance of the Work of this Project. Integrated delivery emphasizes a cooperative approach to problem solving involving all key parties to the Project: the Owner, Design-Builder, Designer and principal Subcontractors (electrical, mechanical and others as the Design-Builder and the Owner jointly agree are appropriate). Toward that end, the Parties agree to employ the following techniques to maximize efficiency and minimize waste:

.1 Create a culture of open and honest communication throughout the course of the Project;
.2 Resolve disputes at the lowest possible level;
.3 Integrate the design and construction team (including key specialty contractors and trade partners) as early as possible into the design process;
.4 Utilize lean construction methods efficiently and effectively;
.5 Establish a collaborative environment where all parties have the opportunity to contribute their best efforts for the benefit of the Project as a whole rather than to the benefit of individual parties; and
.6 Establish business terms that allow for equitable shared risk and reward for the parties who are members of the Design-Build Team.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Progressive Design-Build Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), as amended.

1.2.2 *Commercial Terms* are any terms that establish a GMP, Not to Exceed, Lump Sum, Hourly Rate or Contract Time.

1.2.3 *Contingencies* are the amounts available for Design-Builder's use and are defined in Section 6.4.4 of the Agreement. The Cost of the Work Contingency is defined in Section 6.4.4.1.a. The Design-Builder's Contingency is defined in Section 6.4.4.1.b.

1.2.4 *Contract Time* consists of the dates set forth in Article 5 of the Agreement.

1.2.5 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.6 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.7 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.8 *Design Consultant* is a qualified, design professional, licensed in the state of Washington, who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, design professional, licensed in the state of Washington, who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.9 *Design Log* is a log of Reliable Design Decisions agreed upon by the parties. The Design Log supplements the Initial and Final Basis of Design Documents, as applicable.

1.2.10 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by, or for, the Design-Builder: (1) to the Owner under the Contract Documents; or (2) developed or prepared by or for the Design-Builder specifically to discharge its duties under the Contract Documents.

1.2.11 *Final Basis of Design Documents* are the documents agreed upon by the Owner and Design-Builder at the conclusion of Phase 1B that comprise the performance and other requirements of the Project.

1.2.12 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission and receipt of all documents set forth in Sections 6.7.2 and 6.7.3.

1.2.13 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.14 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.15 *GMP Amendment* means an amendment to the Agreement entered into the parties at the conclusion of Phase 1B that establishes the Final Basis of Design Documents, the GMP, the Project Schedule and other terms agreed to by the parties.

1.2.16 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of the Agreement.

1.2.17 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.18 *Initial Basis of Design Documents* are those documents identified in Section 2.1.2 of the Agreement.

1.2.19 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work and includes Owner's Code of Ethics, a copy of which is available at Owner's offices.

1.2.20 *Owner Directed Allowances* are the amounts defined in Section 6.4.1.6 of the Agreement.

1.2.21 *Owner Directed Not to Exceed Amounts* are the amounts defined in Section 6.4.2.5 of the Agreement.

1.2.22 *Project Schedule* is the schedule provided by the Design-Builder pursuant to Section 2.1.3 of the General Conditions.

1.2.23 *Reliable Design Decision* is a decision, development, or election that refines the Initial Basis of Design Documents or Final Basis of Design Documents, that is approved by the Owner and that is set forth in the 9Design Log. A Reliable Design Decision cannot change the Initial Basis of Design Documents or Final Basis of Design Documents but shall instead constitute a further development or refinement of the design for the Project with which all subsequent design, development and Construction Documents shall be consistent.

1.2.24 *Site* is the land or premises on which the Project is located.

1.2.25 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include Design Consultants, materialmen and suppliers.

1.2.26 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include Design Sub-Consultants, materialmen and suppliers.

1.2.27 *Substantial Completion* or *Substantially Complete* means the date on which the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.28 *Trend* is an issue identified in the Trend Log.

1.2.29 *Trend Log* is a log of issues that have been identified by the Design-Builder or the Owner during the design process that may cause any Commercial Term to be modified or cause the Contract Time to be exceeded.

1.2.30 *Phase 1* is that period of time identified in 2.12.1 of the General Conditions within which the Design-Builder must verify the information set forth in Section 2.12.1 and perform the services set forth in Exhibit C. Phase 1 is divided into Phase 1A and Phase 1B as set forth in Exhibit C.

1.2.31 *Phase 1B Amendment* means an amendment to the Agreement entered into the parties at the conclusion of Phase 1A that establishes the Phase 1B Not to Exceed Amount and the deliverables set forth in Exhibit C.

1.2.32 *Work* shall mean the services, design and construction to be completed by the Design-Builder under the terms of this Contract. Work specifically includes the furnishing of all services, labor, materials, equipment, and all incidentals necessary to the successful completion of the services, design and construction, whether expressly required by or reasonably inferable from the Contract Documents, whether they are temporary or permanent, and whether they are incorporated into the finished Work or not. Work also includes all other obligations imposed on the Design-Builder by the Contract. The Work is sometimes generally referred to as the "Project."

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

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

Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with the status reports set forth in Exhibit C detailing the progress of the Work, including but not limited to (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency accounts; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with the Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Design-Builder shall prepare and submit the schedules and deliverables set forth in Exhibit C, including but not limited to the Project a Schedule for the execution of the Work for Owner's review and response ("Project Schedule"). The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by conditions and progress of the Work and by Exhibit C, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule and other deliverables provided by the Design-Builder shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement any additional procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.5 The Design-Build Team, which at a minimum shall consist of the Design-Builder's Representative and a representative from the lead designer and lead constructor, shall meet with the Owner at least on a weekly basis and shall provide to the Owner a written update regarding the status of the Project, including but not limited to the information set forth in Exhibit C and any issues that may have a material effect on the Project. The Design-Build Team shall issue meeting minutes within two days of meeting.

2.1.6 Design Builder hereby assigns to Owner all its interest in first-tier subcontracts now or hereafter entered into by Design Builder for performance of any part of the Work. The assignment will be effective upon acceptance by Owner in writing and only as to those subcontracts which the Owner designates in writing. The Owner may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Design Builder's rights under the Contract Documents. Such assignment is part of the consideration to the Owner for entering into the Contract with Design Builder and may not be withdrawn prior to Final Completion.

2.2 Design Professional Services.

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

structural, mechanical, electrical (including low voltage) and plumbing design. Design-Builder shall not substitute a listed Design Consultant or Sub-Consultant without obtaining Owner's prior written consent, such consent shall not be unreasonably withheld. The Contract Documents shall not be construed to create a contractual relationship of any kind between Owner and any Design Consultant or Subconsultant of any tier including but not limited to any third-party beneficiary rights. Design-Builder assumes responsibility to Owner for the proper performance of the Work of the Design Consultants and any Sub-Consultant and any acts and omissions in connection with such performance.

2.3 Standard of Performance for Professional Services.

2.3.1 The standard of care for all professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. The Design-Builder shall also perform the design and construction so that the Work meets or exceeds the performance requirements set forth in the Initial and/or Final Basis of Design Documents.

2.3.2 Design Builder shall perform all activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents.

2.4 Design Development Services.

2.4.1 Design-Builder shall provide the Design Submissions set forth in the Contract Documents. Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any additional interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

.1 Interim and final Design Submissions shall be consistent with the Initial and Final Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1 and in Exhibit C, as well as the Commercial Terms. By submitting a design submission, the Design-Builder represents to the Owner that the design submission may be constructed for the then current Initial or Final Basis of Design Documents (as applicable) and the Commercial Terms. Notwithstanding the above, Design-Builder may propose designs that may alter the Initial or Final Basis of Design Documents, the Commercial Terms; however, Design-Builder must provide notice thereof in accordance with Article 9.

.2 Design-Builder shall provide the Design Submissions set forth in Exhibit C. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions.

.3 The Owner shall review and comment on such Design Submissions, providing any comments and/or concerns about such Design Submissions. The Owner shall provide all comments on the Design Submissions within the time provided by the Schedule. The Design-Builder shall revise the Design Submissions (and any other deliverables) in response to the Owner's comments and incorporate said responses into the next Design Submission.

.4 If incorporation of the Owner's comments result in a design that is inconsistent with the Initial or Final Basis of Design Documents or otherwise give rise to a change in the Initial or Final Basis of Design Documents, or the Commercial Terms, the Design-Builder shall provide notice thereof in accordance with Article 9. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be

processed in accordance with Article 9.

.5 The Design-Builder shall provide an updated cost model for the Project periodically throughout the Work and as required by Exhibit C. The cost model will be based on a detailed labor and material type cost estimate for the GMP and other Commercial Terms, consistent with Association for the Advancement of Cost Engineering (AACE) practices. The cost model shall be organized by the Construction Specifications Institute (CSI) division listing all materials, equipment, and systems necessary to construct the facilities. The Design-Builder shall also schedule and facilitate a one-day review meeting with the Owner to present and summarizes changes in the Design Submission that are scheduled Milestone dates and present an overview of cost model.

.6 Design Log. A Design Log, including a full listing of Reliable Design Decisions and all changes, will be maintained by the Design-Builder and provided to all attendees for review.

a. Both parties must agree to include a Reliable Design Decision in the Design Log.

b. The Design Log shall be updated after every Design Review Meeting, and in any case, on a weekly basis.

c. Once a Reliable Design Decision in the Design Log is approved in writing by the Owner, it shall be binding on the Design-Builder as if set forth in the Interim or Final Basis of Design Documents.

d. The Design Log is for the sole purpose of tracking the development of the Design Submissions. If a Reliable Design Decision will cause a change in the Interim or Final Basis of Design Decisions, or any of the Commercial Terms, such changes must be processed pursuant to Article 9.

.7 Trend Log. If the Design-Builder does not know the extent to which a Design Submission will alter the GMP or Project Schedule, the Design-Builder shall request in writing for the Owner to agree to identify the Trend in the Trend Log.

a. The request to include a Trend in the Trend Log must include the following information:

i. Identification of the portion of the Design Submission for which the costs are uncertain and may cause any Commercial Term to be exceeded;

ii. The estimated change in the applicable Commercial Term; and

iii. Potential impacts or changes to the Initial or Final Basis of Design Documents as a result of the Trend.

b. The Design-Builder must obtain the Owner's consent to include the Trend in the Trend Log. The Design-Builder will track the Trend on the Trend Log, and the Trend Log shall be updated with the most recent information on a weekly basis.

c. The parties will work collaboratively to resolve Trends in the Trend Log as quickly as possible. When a Trend in the Log is resolved and the resolution changes the Initial or Final Basis of Design Documents and/or any Commercial Term, the resolution shall be memorialized in a Change Order.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the

approved Construction Documents and shall submit two sets of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, the Design Log, the Trend Log, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, the Design Log, the Trend Log and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions, such time period shall not be less than two (2) weeks.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.4.5 The Design-Builder shall assemble and install all equipment according to the applicable manufacturer's installation instructions. Work that does not conform to the applicable instructions and/or any resulting errors in assembly or installation shall be corrected by the Design-Builder. If the Owner determines that the Design-Builder has incorrectly assembled, installed and/or damaged any such equipment, the Design-Builder shall, at its own expense, furnish a competent manufacturer's representative to assist, instruct and approve the Design-Builder's corrected work.

2.4.6 If any materials or equipment are stored by Design-Builder, they shall be stored so as to ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover and heated adequately to prevent condensation, oxidation or freezing. Stored materials and equipment shall be located so as to facilitate observation. The Design-Builder shall be responsible for all damage or loss that occurs as a result of its fault or negligence in connection with the care and protection of all materials and equipment until acceptance by the Owner.

2.4.7 Design-Builder is responsible for verifying that any equipment supplied by the Owner is in working order and sufficient for the purposes for which it was intended in the Project. If equipment furnished by Owner is not in working order or is not sufficient for the Project, Design-Builder shall notify Owner immediately, and Owner shall either repair or replace the equipment, at Owner's sole discretion. Design-Builder is responsible for the proper installation of the equipment furnished by Owner.

2.5 Legal Requirements.

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

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Unless the parties have identified permits in an Owner's Permit List attached as either an exhibit to the Agreement or as part of the Initial or Final Basis of Design Documents, Design-Builder

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

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.8 Subcontracts.

2.8.1 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Design-Builder shall, prior to the start of construction, provide Owner with a list of all Subcontractors performing the work to Owner. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior consent; such consent shall not be unreasonably withheld.

2.8.2 Design-Builder shall submit a Subcontracting Procurement Procedure during Phase 1 as required in Exhibit C, subject to the approval of the Owner. After approval by the Owner, Design-Builder may only modify the Subcontracting Plan upon obtaining written approval from the Owner. Design-Builder may not award any Subcontract on the basis of a lump sum price without obtaining prior written permission from the Owner, such permission shall not be unreasonably withheld.

2.8.3 All subcontracted Work associated with the performance of the construction shall be awarded by Design-Builder in accordance with a Subcontractor Procurement Procedure established during Phase 1. Design-Builder shall identify the scope of subcontracted Work ("Subcontract Package") and shall identify qualified Subcontractors for each Subcontract Package.

2.8.4 Design-Builder must obtain prior, written approval from the Owner for the Design-Builder or the lead Constructor (if the lead Constructor is not also the Design-Builder) to self-perform construction Work.

1. For each scope of Work for which Design-Builder proposes self-performance, Design-Builder must submit to the Owner a proposal that contains the following minimum information as well as any other information reasonably requested by the Owner:
   a. A detailed description of the scope of Work; and
   b. A detailed explanation of the effect of the self-performed construction Work on the Project, including but not limited to cost savings, benefits to the Project, and risks to the Project;
2. Design-Builder will provide the Owner with an estimate of the costs for all self-performed construction Work on an open book basis. In calculating the costs for self-performed construction Work, the following shall apply:

a. The costs for self-performed construction Work shall not include costs that are also included in the General Conditions Amount.
b. Notwithstanding the above, Design-Builder may include in the costs for self-performed construction Work additional general conditions costs that are directly associated with the self-performed construction Work that Design-Builder would not have incurred but for the self-performed construction Work.

2.8.5 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.8.6 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.8.7 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work representing an Interim Milestone, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.9 Design-Builder's Responsibility for Project Safety.

2.9.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable. Design-Builder shall comply with all of Owner's safety requirements which are set forth in the Initial Basis of Design Documents.

2.9.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.9.3 Design-Builder's responsibility for safety under this Section 2.9 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.10 Design-Builder's Warranty.

2.10.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.10 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11 Correction of Defective Work.

2.11.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.10 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.11.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.11.3 The one-year period referenced in Section 2.11.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.12 Contract Phases

2.12.1 Phase 1. Phase 1 shall commence upon the Notice to Proceed and shall end on the Phase 1 Completion Date, as set forth in the Agreement. Phase 1 is divided into Phase 1A and 1B as set forth in Exhibit C. During Phase 1A, the Design-Builder shall perform the services set forth in Exhibit C and shall carefully and thoroughly examine the information set forth in the Initial Basis of Design Documents, the existing site conditions, and any other information provided by the Owner with respect to the Project. Such information includes, but is not limited to, as-built drawings of the existing facilities; necessary testing of existing facilities; and legal, permitting and regulatory requirements and restrictions.

.1 The Design-Builder may not rely on information provided by the Owner and must validate all information provided by the Owner. Notwithstanding the above, the parties recognize that the Design-Builder relied on the Initial Basis of Design Documents to establish the Phase 1A NTE, and if the actual conditions differ materially from the Initial Basis of Design Document, then the Design-Builder shall provide Notice thereof and may be entitled to an equitable adjustment in the Phase 1A NTE.

.2 The Design-Builder and the Owner shall, consistent with any applicable provision of the Contract Documents and during Phase 1A, agree upon the quantity and level of

development for Design Submissions that the Owner may wish to review, which Design Submissions may include Milestone Design Submissions, design criteria, drawings, diagrams and specifications setting forth the Project requirements. Design Submissions shall be consistent with the Initial and Final Basis of Design Documents, as they may have been changed through the design process set forth in the Contract Documents.

.3 Design-Builder must verify the Owner Provided Information during Phase 1A. If the Design-Builder discovers or should have discovered with reasonable diligence material differences from the actual conditions and the Owner Provided Information, Design-Builder shall, at the conclusion of Phase 1A, provide Owner with written notice of any such material differences. A "Material Difference" is defined as one that would either a) impact the Initial Basis of Design Documents or Design-Builder's Fee Percentage or b) be considered a Differing Site Condition pursuant to Section 4.2.1 of the General Conditions. Design-Builder shall not be entitled to a Change Order for Differing Site Conditions pursuant to Section 4.2.1 of the General Conditions if the Differing Site Condition could have been discovered, with reasonable diligence, during Phase 1A.

.4 At the conclusion of Phase 1A, the Design-Builder will submit a Phase 1A Report pursuant to Section 6.6 of the Agreement. The parties will negotiate the Final terms of the Phase 1B Amendment, and if the parties agree, they will enter into the Phase 1B Amendment.

.5 At the conclusion of Phase 1B, the Design-Builder will submit a GMP Proposal pursuant to Section 6.6.2 of the Agreement. The parties will negotiate the Final terms of the GMP Proposal, and if the parties agree, they will enter into the GMP Amendment.

.6 If the Design-Builder performs Work after the submission of the Phase 1A Report or the GMP Proposal but before the parties enter into the GMP Amendment pursuant to Section 6.6.2 of the Agreement, the Design-Builder shall be entitled to be paid in the same manner as it was paid during Phase 1B; however, in no case shall the Design-Builder be entitled to be paid in excess of the Phase 1 NTE.

2.12.2 Phase 2. Phase 2 is the final phase of the Contract where the Design-Builder perform the services set forth in Exhibit C, including but not limited to the following: (i) completes the design services and develops Construction Documents for the Project, (ii) performs the construction, start-up, testing and commissioning and closeout of the Project, and (iii) undertakes any necessary warranty services for the Project. Upon execution of the GMP Amendment, the Design-Builder shall provide a payment and performance bond for the amount of the GMP.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 The Initial Basis of Design Documents sets forth the information provided by the Owner.

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

3.3 Financial Information.

3.3.1 If Design-Builder has reasonable belief that Owner will not have sufficient funds to complete the Project, at Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

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

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Unless working with the Hazardous Condition is part of the scope of the Work, upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions that are not set forth as part of the Work, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Unless expressly provided in the Contract Documents to be part of the Work, Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site pursuant to this Section.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.1.7 With respect to Hazardous Conditions that are part of the Work, Design-Builder agrees to comply with all applicable regulatory authorities, including but not limited to any statute, regulation or regulatory agency regarding such Hazardous Conditions. Design-Builder agrees to work cooperatively with Owner and regulatory agencies with jurisdiction over the Project to properly handle, dispose of, and/or remediate any Hazardous Conditions.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition. Notwithstanding the above, provided the parties sign the GMP Amendment, Design-Builder shall not be entitled to a Change Order for Differing Site Conditions pursuant to Section 4.2.1 of the General Conditions if the Differing Site Condition could have been discovered, with reasonable diligence, during Phase 1A.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered. Design-Builder and Owner shall work together cooperatively to determine the appropriate course of action regarding any Differing Site Condition.

4.3 Archaeological Resources

4.3.1 In the event the Contractor or any of its Subcontractors inadvertently discover archaeological resources at any time during the project, Contractor shall immediately notify the District Representative and suspend all excavation activities at the site.

4.3.2 "Archaeological Resource" shall mean any material remains of human life or activities which are of interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and paintings, and other implements and artifacts of any material or form.

4.3.3 The disturbance of any cairn or Native Indian grave is prohibited by the Indian Graves and Records Act (RCW 27.44).

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Upon signing and returning the signed Agreement to the Owner, and in any event, prior to

performing any Work under this Agreement, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Builder's Risk Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located builder's risk insurance on an "all risk" or equivalent policy form upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The Builder's Risk insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1 to the extent that Design-Builder, or any subcontractor or subconsultant for which it is liable is responsible for the claim against the builder's risk insurance.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing construction activities, if requested, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Upon written request, Owner shall provide a copy of the policy to the Design-Builder. Owner's Builder's Risk insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work. Partial occupancy or use by Owner shall be allowed by the policy. Owner and Design-Builder shall take reasonable steps to obtain consent and shall take no action with respect to occupancy or use that would cause cancellation, lapse or reduction of insurance, without mutual written agreement.

5.3.4 Any loss covered under Owner's builder's risk insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement. Such waiver shall be effective whether the person or entity would otherwise have a duty of indemnification, do not pay the insurance premiums, and whether or not the person or entity had an insurable interest in the property damaged.

5.4 Bonds and Other Performance Security.

5.4.1 Upon signing and returning the signed Agreement to the Owner, and in any event, prior to performing any Work under this Agreement, Design-Builder shall provide a payment bond and a performance pursuant to RCW Chapter 39.08 and pursuant to Section 10.2 of the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner and in compliance with Washington law. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Design-Builder shall submit for Owner's review and approval schedules of values for all of the Work as set forth in Exhibit C. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work. Design-Builder will furnish, as part of the Schedule of Values, adequate cost justification and documentation so as to provide both Owner and Design Builder a transparent understanding of the cost data estimates and bids that comprise the initial baseline Schedule of Values as well as any updates thereto. Design-Builder will provide a final Schedule of Values with the GMP Proposal and will update the preliminary Schedule of Values during the buy-out phase Subcontractors are contracted for the Work.

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

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be

accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off Site, provided Design-Builder complies with or furnishes satisfactory evidence of the following:

.1 The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;

.2 The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

.3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);

.4 Design-Builder furnishes Owner a certificate of insurance extending Design- Builder's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;

.5 The warehouse (or secure portion thereof) is continuously under lock and key, and only Design-Builder's authorized personnel shall have access;

.6 Owner shall at all times have the right of access in company of Design-Builder;

.7 Design-Builder and its surety assume total responsibility for the stored materials;

.8 Design-Builder furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Site; and

.9 Upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

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

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

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof, provided Design-Builder gives Owner five business days' written notice of its intent to stop work and an opportunity to cure the late payment. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

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

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work representing an Interim Milestone, has achieved Substantial Completion. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that either the Design-Builder has achieved Substantial Completion in accordance with the requirements of the Contract Documents. If the Design-Builder has achieved Substantial Completion, Owner shall prepare and issue a Certificate of Substantial Completion (as applicable) that will set forth (i) the date of Substantial Completion of the Work, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Not used.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

.3 Consent of Design-Builder's surety, if any, to final payment;

.4 All operating manuals, warranties, record drawings and other deliverables required by the Contract Documents and Final Basis of Design drawing package, with any and all implemented changes, representing an "As-Built" or Final Record status. Any and all CAD (Computer Aided Design) electronic source files used in generation of said Final Basis of Design drawing package, and a copy of any dependent source computer file; and

.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 After acceptance of the Project by the City Council, a Notice of Completion of Public Work Contract will be forwarded to the State Department of Revenue, and a Certificate of Completion will be issued by the Owner to the Design-Builder. Owner shall release the Contract Retainage pursuant to RCW 60.28.011. The retainage will be held by the Owner until the later of the following:

.1 Approval of release from the State has been received by the Owner;

.2 A 60 day period has elapsed;

.3 The Affidavit of Wages Paid for Design-Builder and all Subcontractors is on file with the Owner;

.4 The Owner has received a release from the Department of Labor and Industries releasing the City from further liability pursuant to RCW 51.12.050 and RCW 51.12.070;

.5 The Owner has received a certificate that all taxes, increases and penalties due have been paid (RCW 60.28.050) from the Department of Revenue; and

.6 The Owner has received a certificate that all contributions, penalties and interest due under the Employment Security Act have been paid (RCW 50.24.130) from the Department of Employment Security.

6.7.4 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.5 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.10 and 2.11 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

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

7.2 Not Used

7.3 Payment Claim Indemnification.

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

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and

defend Owner, its Consultants, and their respective its officers, directors, and employees (collectively "Indemnitees") from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Design-Builder's duty to indemnify shall not apply to liability for damages arising out of Design-Builder's services or out of bodily injury to persons or damage to property that are (a) caused by or resulting from the sole negligence of Indemnitee or (b) caused by or resulting from the concurrent negligence of (i) Indemnitee, its agents or employees and (ii) Design-Builder, its agents or employees, with such liability limited only to the extent of the negligence of Design-Builder, it's agents or employees.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts. Solely for the purposes of the indemnification obligations under this Agreement, Design Builder specifically and expressly waives any immunity that may be granted it under the worker's compensation laws under the Washington State Industrial Insurance Act, Title 51 RCW; provided that such waiver shall be expressly limited to Design-Builder's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts. This waiver was mutually negotiated.

7.4.3 THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT AND THE WAIVER OF IMMUNITY UNDER RCW TITLE 51 WERE MUTUALLY NEGOTIATED.

OWNER'S INITIALS: (____)
DESIGN-BUILDER'S INITIALS: (____)

7.5 Lower Tier Contractors Indemnification Obligations

7.5.1 Design-Builder shall include in its contracts with all lower tier contractors, including but not limited to its Design Consultant, Subconsultants, and Subcontractors, the indemnification obligations set forth in this Agreement and the General Conditions and shall include Owner as an Indemnitee for all such indemnification provisions.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

.1 The scope of the change in the Work;

.2 The amount of the adjustment to the Contract Price; and

.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes. Unless expressly set forth in the Change Order, Change Orders shall include all costs, including but not limited to all incidental and indirect costs, and time extensions associated with the Change. Changes Orders will not be allowed unless there is an actual change to the Work.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 Owner may make changes in the Project, including but not limited to adding and/or removing Work from the Project. In such case, Design-Builder shall work with Owner to adjust the remaining Work to meet as many of Owner's Project goals as reasonably possible. At Owner's sole discretion, it may remove Work from the Project rather than increase the GMP to equitably adjust for claims by Design-Builder pursuant to Article 10.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

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

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

.3 Costs, fees and any other markups set forth in the Agreement; or

.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

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

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such written notice shall be separate from the Design Log or Trend Log maintained by the Design-Builder, unless the parties specifically agree to allow the Design Log or Trend Log to operate as such written notice of claims. The Design-Builder shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice, the more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. The failure to provide timely written notice of any claim shall operate as a waiver of such claim, but only to the extent that the failure to provide timely written notice prejudices the position of the non-claiming party.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30)

days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Good faith mediation is a condition precedent to proceeding with arbitration or other binding dispute resolution procedure. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTIONS 10.5.2 AND 10.5.3 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

10.5.3 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the ability of any party to recover consequential damages that are covered by insurance.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if i) its cost or time to perform the Work has been materially and adversely impacted by any suspension of stoppage of the Work by Owner, ii) the Design-Builder is entitled to the adjustment pursuant to the other provisions of the Contract Documents, and iii) the Design-Builder complies with all provisions of the Contract Documents regarding an adjustment to the Contract Price and/or Contract Time.

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

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, (vi) perform material obligations under the Contract Documents, or (vii) comply with the requirements regarding safety, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the

waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder may not stop work unless it provides such written notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

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

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

.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

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

12.2 Transmission of Electronic Data.

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

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be

deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.3.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

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

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are

binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient or (iv) by electronic mail, by the time frame stated in the email generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments, Work Directives, and Change Orders.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

City of Bothell™

FIRE STATIONS & MUNICIPAL COURT

PRE-BOND FACILITIES ANALYSIS
SPACE NEEDS AND BUDGETING

FINAL REPORT
MARCH 28, 2018

TCA

TABLE OF CONTENTS

PROCESS

EXECUTIVE SUMMARY

APPENDIX

Objectives & Process

This study focuses on two distinct facility types for the City of Bothell, Fire Stations and the Municipal Court. The study's purpose is to define operational space needs, provide conceptual facility and site planning at existing and potential new locations, and identify order of magnitude budget estimates required to fund three replacement stations, a new additional station in the Kingsgate area, and the renovation of the existing Municipal Court building.

To support this study, site locations for the replacement of stations 42, 44, 45, and a new proposed Kingsgate station were identified by the Fire Department based on response analysis modeling and then given to the design team. From this information, TCA Architecture + Planning, fire station design specialists, then performed test-to-fit studies based on the development of projected space needs. Site engineering and technical studies such as: Geotechnical Engineering, Site Surveying, Phase 1 Environmental Studies, etc. are not part of this scope. For estimating purposes, in addition to the identification of space needs and available site information, best practices relative to current and projected fire station operational and safety requirements, technology systems, quality goals, and recently designed and constructed facilities in the region were used to develop facility and site development costs. The space needs identified in the study will provide for resilient facilities which are operationally sound, durable, low maintenance, energy efficient, sustainable, and can accommodate growth and change over the next 20-30 years.

The Municipal Court component to this study explored accommodating prioritized space criteria established by the City which could be accommodated within the footprint of the existing building. Critical criteria included the addition of a second courtroom, zoning of internal security, and designated secure and private process spaces. From this information, an order of magnitude estimating and budgeting effort, consistent with the fire station planning effort, was completed.

Timeline

At the onset of the project, an expedited execution approach was developed and approved. The following identifies milestone tasks which occurred during the study process:

February 1, 2018	Project kick-off with space needs discussions, data collection and station tours.
February 22, 2018	Program review, planning concept discussions, test-to-fit site planning.
March 07, 2018	Review of site plan test-to-fit alternates and preferred options.
March 09, 2018	Municipal Court space identification.
March 10, 2018	Cost estimating and budget development.
March 13, 2018	Municipal Court concept reviews, estimating, and budget development.
March 16, 2018	Draft report.
March 28, 2018	Final Report.

Participants

This pre-bond planning effort is based on the work of the following people representing the City of Bothell and the TCA Architecture + Planning consultant team.

CITY OF BOTHELL

Torie Brazitis, Assistant City Manger

Bruce Kroon, Fire Chief

Jim Roeoke, Deputy Fire Chief

Courtney White, Court Administrator

Dave Monahan, Firefighter

CONSULTANT TEAM

Planning:

Brian Harris, TCA Architecture • Planning, Inc

Jeremy Koh, TCA Architecture • Planning, Inc

Estimating:

Sharon Kennedy, Robinson Company

Primary Influences on Operational Needs of Fire Stations

Currently many industry wide standards and codes are not being met within the current stations due to the age of the stations and configuration of the current space. Not meeting these standards increases the risks to not only personnel but also to personal protective equipment, apparatus, and community safety.

The key drivers to this space needs assessment is compliance with regulatory requirements, having the ability to support the operational needs of a modern fire station in an uncompromised permanent way, and strategically locating the stations in their target response areas. While cost is always a key consideration, it was not a driving factor in the development of space needs. Station sizing has been based on operational needs as influenced by call demand, staffing, regulatory compliance, national standards, and trends in the fire service.

REGULATORY COMPLIANCE
NFPA 1581- Infection Control
NFPA 1851- Care of Fire Fighting Equipment
NFPA 403- Standard for AFF Services
NFPA 1500- Occupational Safety
OSHA- 1910- Construction & Maintenance
WAC 296-305- Safety standards for Firefighters
International Codes-Essential Facility
Americans with Disabilities Act

STANDARDS/TRENDS
Decontamination and Cleaning
Support of Specialized Equipment & Tech
Cross-contamination Reduction
Response Efficiency
Fire Suppression
Gender Neutrality
Durable, Low Maintenance
Sustainability & Energy Usage

Fire Station Operational Space Needs Summary

In the space needs study process, the following primary components have been identified and sized as programmatic needs to support operations for the foreseeable future. (Area summaries sized for a year 2038 buildout.)

Fire Station 42

Public Area	2,718 SF
FD Admin & Support	3,077 SF
Crew Work / Living Areas	5,465 SF
Apparatus Bay / Support/ Systems	8,948 SF
Total SF (with 1.3 grossing factor)	26,270 SF

(See appendix for complete operational space needs summary)

*Fire Station 42 will have a detached Reserve & Support Apparatus Room structure that will be constructed as a non-essential building on the site. This building will include three 60' deep bays and will be 3,564 SF in size.

Fire Station 44

Public Area	1,292 SF
Crew Work / Living Areas	3,860 SF
Apparatus Bay / Support/ Systems	7,984 SF
Total SF (with 1.3 grossing factor)	17,077 SF

(See appendix for complete operational space needs summary)

Fire Station 45

Public Area	1,292 SF
Crew Work / Living Areas	4,085 SF
Apparatus Bay / Support/ Systems	7,406 SF
Total SF (with 1.3 grossing factor)	16,618 SF

(See appendix for complete operational space needs summary)

Kingsgate Station

Public Area	244 SF
Crew Work / Living Areas	3,350 SF
Apparatus Bay / Support/ Systems	6,383 SF
Total SF (with 1.3 grossing factor)	12,970 SF

(See appendix for complete operational space needs summary)

Fire Station Site Analysis and Test-to-Fit Studies

The following primary considerations were discussed when analyzing the site location options, subsequent site evaluations, and site test-to-fit studies.

- Strategically located relative to their target response areas
- Avoidance of potential hazards- natural or man-made
- Grades & terrain
- Response safety
- Exterior area to support manipulative training
- Site / facility does not compromise operations based program criteria
- Relationship and optimal layout between apparatus bays, support, crew living and admin areas
- Response time and ease of access to the street from bays
- Feasibility of drive through bay options
- Potential site availability

Fire Station Budget Summary

Fire Station 42 Budget Summary

2 Story 5 Bay Drive Through Building	26270 SF	322	$	8,460,253	
Reserve Bay Building	3286 SF	228	$	749,208	
Site Development	1 LS	2,372,579	$	2,372,579	
Total Construction/MACC March 2018 Cost			**$**	**11,582,041**	**$ 392**
Escalation to March 2020 @ 9.8%			$	1,135,040	
Total Construction/MACC March 2020 Cost			**$**	**12,717,081**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	381,512	
Project Development/Soft Costs @ 63.43% on Const Cost			$	8,066,444	
Total Project Costs			**$**	**21,165,038**	

Exclusions:

Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	3.18%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	63.43%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Fire Station 44 (Option A- Existing Site) Budget Summary

2 Story 4 Bay Drive Through Building	17077 SF	371	$	6,327,557	
Site Development	1 LS	1,633,770	$	1,633,770	
Total Construction/MACC March 2018 Cost			**$**	**7,961,327**	**$ 466**
Escalation to March 2021 @ 14.2%			$	1,130,508	
Total Construction/MACC March 2021 Cost			**$**	**9,091,835**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	272,755	
Project Development/Soft Costs @ 63.14%			$	5,740,585	
Total Project Costs			**$**	**15,105,175**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.89%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	63.14%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Fire Station 44 (Option B- New Site) Budget Summary

2 Story 4 Bay Drive Through Building	17077 SF	371	$	6,327,557	
Site Development	1 LS	2,283,680	$	2,283,680	
Total Construction/MACC March 2018 Cost			**$**	**8,611,237**	**$ 504**
Escalation to March 2021 @ 14.2%			$	1,222,796	
Total Construction/MACC June 2021 Cost			**$**	**9,834,032**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	295,021	
Project Development/Soft Costs @ 62.92% on Const Cost			$	6,187,573	
Total Project Costs			**$**	**16,316,626**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.67%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	62.92%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Fire Station 45 Budget Summary

2 Story 4 Bay No Drive Through Building	16618 SF	373	$	6,205,312	
Site Development	1 LS	1,422,173	$	1,422,173	
Total Construction/MACC March 2018 Cost			**$**	**7,627,485**	**$ 459**
Escalation to March 2020 @ 9.8%			$	747,493	
Total Construction/MACC March 2020 Cost			**$**	**8,374,978**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	251,249	
Project Development/Soft Costs @ 63.31% on Const Cost			$	5,302,199	
Total Project Costs			**$**	**13,928,426**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	3.06%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	63.31%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Kingsgate Fire Station (Site Option A) Budget Summary

1 Story 4 Bay Drive Through Building	13097 SF	396	$	5,183,007	
Site Development	1 LS	2,578,391	$	2,578,391	
Total Construction/MACC March 2018 Cost			**$**	**7,761,397**	**$ 593**
Escalation to March 2021 @ 14.2%			$	1,102,118	
Total Construction/MACC March 2021 Cost			**$**	**8,863,516**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	265,905	
Project Development/Soft Costs @ 61.53% on Const Cost			$	5,453,721	
Total Project Costs			**$**	**14,583,143**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.28%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewar Capacity Charge	2.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	61.53%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Kingsgate Fire Station (Site Option B) Budget Summary

1 Story 4 Bay Drive Through Building	12970 SF	396	$	5,132,748	
Site Development	1 LS	2,266,272	$	2,266,272	
Total Construction/MACC March 2018 Cost			**$**	**7,399,019**	**$ 570**
Escalation to March 2021 @ 14.2%			$	1,050,661	
Total Construction/MACC March 2021 Cost			**$**	**8,449,680**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	253,490	
Project Development/Soft Costs @ 61.61% on Const Cost			$	5,205,848	
Total Project Costs			**$**	**13,909,018**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.36%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	61.61%

**See appendix for complete order of magnitude project budget estimates.*

Municipal Court Space Needs Summary

In the space needs study process, the following primary components have been identified and sized as programmatic needs to support operations for the foreseeable future: Entry with Security Check, two Courtrooms and Judicial Chambers and Restroom, Jury Deliberation Room connected to Courtrooms, Probation Room, Secured Clerk's Office, Breakroom and circulation between judge, jury and defendant. (Area summary sized for move-in.)

City of Bothell Municipal Court

Public Area	935 SF
Courtrooms	1,670 SF
Admin. / Support	1,835 SF
Systems (remodeled only)	190 SF
Total SF (with 1.29 grossing factor)	5,973 SF

(See appendix for complete operational space needs summary)

Municipal Court Budget Summary

Municipal Court Budget Summary

Building Addition and Renovation	5973 SF	393	$ 2,349,697	
Site Development	1 LS		TBD	
Total Construction/MACC June 2020 Cost			**$ 2,349,697**	**$ 393**
Project Development/Soft Costs @ 65.23%			$ 1,532,708	
Total Project Costs			**$ 3,882,405**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Utility Infrastructure to Site
Mitigation/Impact Fees
Structural/Seismic Upgrades
Site Development Costs except Stair/Ramp at entry
Re-roof and thermal upgrade existing Roof

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($20.00 SF + Tax) (Basic)	6.14%
Courtroom/Judge Chamber Furnishings ($25,000 Allowance Each)	2.34%
Technology	3.00%
Jurisdictional/Utility Co Fees	0.50%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	65.23%

**See appendix for complete order of magnitude project budget estimates.*

City of Bothell™

FIRE STATIONS & MUNICIPAL COURT

PRE-BOND FACILITIES ANALYSIS
SPACE NEEDS AND BUDGETING

FINAL REPORT
MARCH 28, 2018

TCA

TABLE OF CONTENTS

PROCESS

EXECUTIVE SUMMARY

APPENDIX

Objectives & Process

This study focuses on two distinct facility types for the City of Bothell, Fire Stations and the Municipal Court. The study's purpose is to define operational space needs, provide conceptual facility and site planning at existing and potential new locations, and identify order of magnitude budget estimates required to fund three replacement stations, a new additional station in the Kingsgate area, and the renovation of the existing Municipal Court building.

To support this study, site locations for the replacement of stations 42, 44, 45, and a new proposed Kingsgate station were identified by the Fire Department based on response analysis modeling and then given to the design team. From this information, TCA Architecture + Planning, fire station design specialists, then performed test-to-fit studies based on the development of projected space needs. Site engineering and technical studies such as: Geotechnical Engineering, Site Surveying, Phase 1 Environmental Studies, etc. are not part of this scope. For estimating purposes, in addition to the identification of space needs and available site information, best practices relative to current and projected fire station operational and safety requirements, technology systems, quality goals, and recently designed and constructed facilities in the region were used to develop facility and site development costs. The space needs identified in the study will provide for resilient facilities which are operationally sound, durable, low maintenance, energy efficient, sustainable, and can accommodate growth and change over the next 20-30 years.

The Municipal Court component to this study explored accommodating prioritized space criteria established by the City which could be accommodated within the footprint of the existing building. Critical criteria included the addition of a second courtroom, zoning of internal security, and designated secure and private process spaces. From this information, an order of magnitude estimating and budgeting effort, consistent with the fire station planning effort, was completed.

Timeline

At the onset of the project, an expedited execution approach was developed and approved. The following identifies milestone tasks which occurred during the study process:

February 1, 2018	Project kick-off with space needs discussions, data collection and station tours.
February 22, 2018	Program review, planning concept discussions, test-to-fit site planning.
March 07, 2018	Review of site plan test-to-fit alternates and preferred options.
March 09, 2018	Municipal Court space identification.
March 10, 2018	Cost estimating and budget development.
March 13, 2018	Municipal Court concept reviews, estimating, and budget development.
March 16, 2018	Draft report.
March 28, 2018	Final Report.

Participants

This pre-bond planning effort is based on the work of the following people representing the City of Bothell and the TCA Architecture + Planning consultant team.

CITY OF BOTHELL

Torie Brazitis, Assistant City Manger

Bruce Kroon, Fire Chief

Jim Roeoke, Deputy Fire Chief

Courtney White, Court Administrator

Dave Monahan, Firefighter

CONSULTANT TEAM

Planning:

Brian Harris, TCA Architecture • Planning, Inc

Jeremy Koh, TCA Architecture • Planning, Inc

Estimating:

Sharon Kennedy, Robinson Company

Primary Influences on Operational Needs of Fire Stations

Currently many industry wide standards and codes are not being met within the current stations due to the age of the stations and configuration of the current space. Not meeting these standards increases the risks to not only personnel but also to personal protective equipment, apparatus, and community safety.

The key drivers to this space needs assessment is compliance with regulatory requirements, having the ability to support the operational needs of a modern fire station in an uncompromised permanent way, and strategically locating the stations in their target response areas. While cost is always a key consideration, it was not a driving factor in the development of space needs. Station sizing has been based on operational needs as influenced by call demand, staffing, regulatory compliance, national standards, and trends in the fire service.

REGULATORY COMPLIANCE
NFPA 1581- Infection Control
NFPA 1851- Care of Fire Fighting Equipment
NFPA 403- Standard for AFF Services
NFPA 1500- Occupational Safety
OSHA- 1910- Construction & Maintenance
WAC 296-305- Safety standards for Firefighters
International Codes-Essential Facility
Americans with Disabilities Act

STANDARDS/TRENDS
Decontamination and Cleaning
Support of Specialized Equipment & Tech
Cross-contamination Reduction
Response Efficiency
Fire Suppression
Gender Neutrality
Durable, Low Maintenance
Sustainability & Energy Usage

Fire Station Operational Space Needs Summary

In the space needs study process, the following primary components have been identified and sized as programmatic needs to support operations for the foreseeable future. (Area summaries sized for a year 2038 buildout.)

Fire Station 42

Public Area	2,718 SF
FD Admin & Support	3,077 SF
Crew Work / Living Areas	5,465 SF
Apparatus Bay / Support/ Systems	8,948 SF
Total SF (with 1.3 grossing factor)	26,270 SF

(See appendix for complete operational space needs summary)

*Fire Station 42 will have a detached Reserve & Support Apparatus Room structure that will be constructed as a non-essential building on the site. This building will include three 60' deep bays and will be 3,564 SF in size.

Fire Station 44

Public Area	1,292 SF
Crew Work / Living Areas	3,860 SF
Apparatus Bay / Support/ Systems	7,984 SF
Total SF (with 1.3 grossing factor)	17,077 SF

(See appendix for complete operational space needs summary)

Fire Station 45

Public Area	1,292 SF
Crew Work / Living Areas	4,085 SF
Apparatus Bay / Support/ Systems	7,406 SF
Total SF (with 1.3 grossing factor)	16,618 SF

(See appendix for complete operational space needs summary)

Kingsgate Station

Public Area	244 SF
Crew Work / Living Areas	3,350 SF
Apparatus Bay / Support/ Systems	6,383 SF
Total SF (with 1.3 grossing factor)	12,970 SF

(See appendix for complete operational space needs summary)

Fire Station Site Analysis and Test-to-Fit Studies

The following primary considerations were discussed when analyzing the site location options, subsequent site evaluations, and site test-to-fit studies.

- Strategically located relative to their target response areas
- Avoidance of potential hazards- natural or man-made
- Grades & terrain
- Response safety
- Exterior area to support manipulative training
- Site / facility does not compromise operations based program criteria
- Relationship and optimal layout between apparatus bays, support, crew living and admin areas
- Response time and ease of access to the street from bays
- Feasibility of drive through bay options
- Potential site availability

Fire Station Budget Summary

Fire Station 42 Budget Summary

2 Story 5 Bay Drive Through Building	26270 SF	322	$	8,460,253	
Reserve Bay Building	3286 SF	228	$	749,208	
Site Development	1 LS	2,372,579	$	2,372,579	
Total Construction/MACC March 2018 Cost			**$**	**11,582,041**	**$ 392**
Escalation to March 2020 @ 9.8%			$	1,135,040	
Total Construction/MACC March 2020 Cost			**$**	**12,717,081**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	381,512	
Project Development/Soft Costs @ 63.43% on Const Cost			$	8,066,444	
Total Project Costs			**$**	**21,165,038**	

Exclusions:

Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	3.18%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	63.43%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Fire Station 44 (Option A- Existing Site) Budget Summary

2 Story 4 Bay Drive Through Building	17077 SF	371	$	6,327,557	
Site Development	1 LS	1,633,770	$	1,633,770	
Total Construction/MACC March 2018 Cost			**$**	**7,961,327**	**$ 466**
Escalation to March 2021 @ 14.2%			$	1,130,508	
Total Construction/MACC March 2021 Cost			**$**	**9,091,835**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	272,755	
Project Development/Soft Costs @ 63.14%			$	5,740,585	
Total Project Costs			**$**	**15,105,175**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.89%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	63.14%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Fire Station 44 (Option B- New Site) Budget Summary

2 Story 4 Bay Drive Through Building	17077 SF	371	$	6,327,557	
Site Development	1 LS	2,283,680	$	2,283,680	
Total Construction/MACC March 2018 Cost			**$**	**8,611,237**	**$ 504**
Escalation to March 2021 @ 14.2%			$	1,222,796	
Total Construction/MACC June 2021 Cost			**$**	**9,834,032**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	295,021	
Project Development/Soft Costs @ 62.92% on Const Cost			$	6,187,573	
Total Project Costs			**$**	**16,316,626**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.67%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	62.92%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Fire Station 45 Budget Summary

2 Story 4 Bay No Drive Through Building	16618 SF	373	$	6,205,312	
Site Development	1 LS	1,422,173	$	1,422,173	
Total Construction/MACC March 2018 Cost			**$**	**7,627,485**	**$ 459**
Escalation to March 2020 @ 9.8%			$	747,493	
Total Construction/MACC March 2020 Cost			**$**	**8,374,978**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	251,249	
Project Development/Soft Costs @ 63.31% on Const Cost			$	5,302,199	
Total Project Costs			**$**	**13,928,426**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	3.06%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	63.31%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Kingsgate Fire Station (Site Option A) Budget Summary

1 Story 4 Bay Drive Through Building	13097 SF	396	$	5,183,007	
Site Development	1 LS	2,578,391	$	2,578,391	
Total Construction/MACC March 2018 Cost			**$**	**7,761,397**	**$ 593**
Escalation to March 2021 @ 14.2%			$	1,102,118	
Total Construction/MACC March 2021 Cost			**$**	**8,863,516**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	265,905	
Project Development/Soft Costs @ 61.53% on Const Cost			$	5,453,721	
Total Project Costs			**$**	**14,583,143**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.28%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewar Capacity Charge	2.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	61.53%

**See appendix for complete order of magnitude project budget estimates.*

Fire Station Budget Summary

Kingsgate Fire Station (Site Option B) Budget Summary

1 Story 4 Bay Drive Through Building	12970 SF	396	$	5,132,748	
Site Development	1 LS	2,266,272	$	2,266,272	
Total Construction/MACC March 2018 Cost			**$**	**7,399,019**	**$ 570**
Escalation to March 2021 @ 14.2%			$	1,050,661	
Total Construction/MACC March 2021 Cost			**$**	**8,449,680**	
LEED Design, Certification, Construction Components (3% Const Cost)			$	253,490	
Project Development/Soft Costs @ 61.61% on Const Cost			$	5,205,848	
Total Project Costs			**$**	**13,909,018**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Fire Vehicles/Aparatus/Radio Towers/antennas
Site Acquisition/Real Estate and Financing Costs
Utility Infrastructure to Site
Mitigation/Impact Fees

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($14.00 SF + Tax)	2.36%
Technology	5.00%
Jurisdictional/Utility Co Fees/Sewer Capacity Charge	2.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	61.61%

**See appendix for complete order of magnitude project budget estimates.*

Municipal Court Space Needs Summary

In the space needs study process, the following primary components have been identified and sized as programmatic needs to support operations for the foreseeable future: Entry with Security Check, two Courtrooms and Judicial Chambers and Restroom, Jury Deliberation Room connected to Courtrooms, Probation Room, Secured Clerk's Office, Breakroom and circulation between judge, jury and defendant. (Area summary sized for move-in.)

City of Bothell Municipal Court

Public Area	935 SF
Courtrooms	1,670 SF
Admin. / Support	1,835 SF
Systems (remodeled only)	190 SF
Total SF (with 1.29 grossing factor)	5,973 SF

(See appendix for complete operational space needs summary)

Municipal Court Budget Summary

Municipal Court Budget Summary

Building Addition and Renovation	5973 SF	393	$ 2,349,697	
Site Development	1 LS		TBD	
Total Construction/MACC June 2020 Cost			**$ 2,349,697**	**$ 393**
Project Development/Soft Costs @ 65.23%			$ 1,532,708	
Total Project Costs			**$ 3,882,405**	

Exclusions:

Escalation beyond June 2020
Piling/Special Foundations/Over-ex and Structural Fill
Alternative Contracting/GCCM (Add 10% plus Preconstruction Fees)
Wetlands Mitigation
Utility Infrastructure to Site
Mitigation/Impact Fees
Structural/Seismic Upgrades
Site Development Costs except Stair/Ramp at entry
Re-roof and thermal upgrade existing Roof

Project Development/Soft Costs Include:

Architect/Engineering	15.00%
Owner Consultants (Survey/Geotech/Hazardous)	3.00%
Construction/Project Manager	4.00%
Permits	1.00%
Construction Contingency	7.50%
Builders Risk Policy	0.75%
Washington State Sales Tax	10.00%
Furnishings and Equipment ($20.00 SF + Tax) (Basic)	6.14%
Courtroom/Judge Chamber Furnishings ($25,000 Allowance Each)	2.34%
Technology	3.00%
Jurisdictional/Utility Co Fees	0.50%
Staff Planning/Moving	1.00%
Allowance for Art	1.00%
Project/Bid/Market/Code Change Contingency	10.00%
	65.23%

**See appendix for complete order of magnitude project budget estimates.*

EXHIBIT B1
PERFORMANCE BOND FORM
CITY OF BOTHELL
FIRE STATIONS 42 AND 45 REPLACEMENT

Bond No. 30085732

PERFORMANCE BOND FOR DESIGN-BUILD PROJECTS

This bond form has been endorsed by The National Association of Surety Bond Producers and The Surety & Fidelity Association of America

DESIGN-BUILDER/PRINCIPAL: *(Name and address)* BNBuilders, Inc. 2601 4th Avenue, Suite 350 Seattle, WA 98121	**SURETY:** *(Name and contact information)* Western Surety Company 2233 112th Ave NE Bellevue, WA 98004
OWNER/OBLIGEE: *(Name and address)* **City of Bothell** **18415 101st Ave NE** **Bothell, WA 98011**	**PROJECT:** *(Name and location)* **Fire Stations 42 and 45 Replacement** Phase 1A
DESIGN-BUILD AGREEMENT: Dated: 11/18/2019 Amount: $1,532,065.00	**BOND DATE:** 11/18/2019 *(Not earlier than date of Design-Build Agreement)* **BOND AMOUNT:** $1,532,065.00

MODIFICATIONS TO THIS BOND:
(List modifications to this Bond below. If none, write "None")

None

BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder performs its obligations under the Design-Build Agreement, then the Surety's obligations under this Bond are null and void, except to participate in meetings as provided in Section 5.

3 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

4 Owner's Obligations. If there is no default in Owner's obligations under the Design-Build Agreement, then the Surety's obligation under this Bond shall arise after the following steps have been taken by Owner, as a condition precedent to a Bond claim:

4.1 The Owner has first provided written notice to the Design-Builder and Surety at the addresses listed on page 1 of this Bond, that Owner is considering declaring the Design-Builder in default and has requested and attempted to arrange a meeting with the Design-Builder and Surety, to be held not later than fourteen (14) days after receipt of Owner's notice, to discuss methods of performing the Design-Builder's obligations under the Design-Build Agreement. If the Owner, Design-Builder and Surety agree, the Design-Builder shall be allowed a reasonable time to perform its obligations under the Design-Build Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare the Design-Builder in default;

4.2 The Owner declares the Design-Builder to be in default, terminates the Design-Build Agreement and notifies the Surety in writing; and

4.3 The Owner has agreed to pay the balance remaining under the Design-Build Agreement (i.e., the total amount payable by the Owner to the Design-Builder thereunder less amounts properly paid by the Owner to the Design-Builder, the "Contract Balance") to:

.1 The Surety, in accordance with the terms of the Design-Build Agreement; or
.2 Another design-builder selected pursuant to Section 5.3 to perform the remaining obligations under the Design-Build Agreement.

5 Surety's Obligations. When Owner has satisfied the conditions of Section 4, the Surety shall promptly take one of the following actions, at the Surety's expense:

5.1 Arrange for the Design-Builder to perform and complete the remaining obligations under the Design-Build Agreement, with consent of Owner;

5.2 Undertake to perform and complete the remaining obligations under the Design-Build Agreement itself, through its agents or through independent contractors;

5.3 Obtain bids or negotiated proposals from qualified design-builders acceptable to Owner for a contract for performance and completion of the Design-Build Agreement, arrange for a contract to be prepared for execution by Owner and a design-builder selected with Owner's concurrence, to be secured by performance and payment bonds equivalent to those for the Design-Build Agreement, issued by a qualified surety. The Surety shall: a. make available as Work progresses sufficient funds to pay the cost of completion of the Design-Build Agreement; and, b. pay to Owner the amount of damages as described in Section 7;

5.4 Waive its right to complete the Work under Sections 5.2 or 5.3, and reimburse the Owner the amount of its reasonable costs to complete the Work; or

5.5 Deny liability, in whole or in part, and notify the Owner in writing, citing reasons therefor.

6 Owner's Rights. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and stating that the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, under Section 5.5, the Owner shall be entitled without further notice to enforce any remedy available to it.

7 Damages Covered. In any event, the Surety's obligations to the Owner, and the Owner's obligations to the Surety, shall not be greater than those of the Owner and Design-Builder to each other, respectively, under the Design-Build Agreement. Subject to commitment by Owner to payment of the Contract Balance, the Surety is obligated without duplication for:

7.1 The responsibilities of Design-Builder for correction of defective Work and completion of the Project;
7.2 Additional legal, design professional and delay costs resulting from Design-Builder's default, and resulting from the actions or failure to act of Surety under Paragraph 5; and
7.3 Liquidated damages, or if no liquidated damages are specified in the Design-Build Agreement, actual damages caused by delayed performance or non-performance of Design-Builder.

8 Bond Liability. The Surety shall not be liable to the Owner or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

9 Beneficiaries. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

10 Dispute Resolution. All disputes related to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two (2) years after: a. the Owner declares the Design-Builder in default under Section 4.2; or, b. Substantial Completion of the Project, whichever occurs first. If the provisions of this Section 10 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

10.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by Owner against Surety to enforce the Surety's obligations under this Bond.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.
(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:
(check appropriate box)
□ Use the contact information shown on page 1; or
□ Use the following alternate contact information:
(fill in Surety claims administrator contact information below)

12 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

13 Warranty Obligation. The Surety's obligations to the Owner for warranties of the Design-Builder shall be the same as those required of the Design-Builder under the Design-Build Agreement, subject to the time limitation in Section 10. Unless otherwise stated below, the Surety's obligation for such warranties excludes: a) products, materials or equipment covered by a manufacturer's separate warranty; and b) claims by the Owner first noticed to Surety in writing more than one year after the effective date of such warranty as specified under the Design-Build Agreement.
(List below any exceptions to the above limitations on Surety's warranty obligation, if any)

14 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company: BNBuilders, Inc.	**SURETY** Company: Western Surety Company
Signature:	Signature:
Name and Title: RICK PHILPOTT PROJECT EXECUTIVE	Name and Title: Susan B. Larson Attorney-in-Fact
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Andrew P Larsen, Nicholas Fredrickson, Scott Garcia, Individually, of Bellevue, WA
Drew D Neessen, Shelley Cardiel, Charles Floberg, William M Smith, Individually, of Portland, OR

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of June, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of November, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

EXHIBIT B2
PAYMENT BOND FORM
CITY OF BOTHELL
FIRE STATIONS 42 AND 45 REPLACEMENT

Bond No. 30085732

PAYMENT BOND FOR DESIGN-BUILD PROJECTS

This bond form has been endorsed by The National Association of Surety Bond Producers and The Surety & Fidelity Association of America

DESIGN-BUILDER/PRINCIPAL: *(Name and address)* BNBuilders, Inc. 2601 4th Avenue, Suite 350 Seattle, WA 98121	**SURETY:** *(Name and address)* Western Surety Company 2233 112th Ave NE Bellevue, WA 98004
OWNER/OBLIGEE: *(Name and address)* **City of Bothell** **18415 101st Ave NE** **Bothell, WA 98011**	**PROJECT:** *(Name and location)* **Fire Stations 42 and 45 Replacement** Phase 1A
DESIGN-BUILD AGREEMENT: Dated: 11/18/2019 Amount: $1,532,065.00	**BOND DATE:** 11/18/2019 *(Not earlier than date of Design-Build Agreement)* **BOND AMOUNT:** $1,532,065.00

MODIFICATIONS TO THIS BOND:
(List modifications to this Bond below. If none, write "None")

None

BOND TERMS AND CONDITIONS

1 **Binding Effect.** The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay for labor, services, materials and equipment furnished by Claimants for use in the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 **Intent of Bond.** If the Design-Builder promptly makes payment of all sums for all labor, services, materials, and equipment furnished for use in the performance of the Design-Build Agreement, then the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect.

3 **Notice of Claim.** Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work, services or labor, or furnished the last of the materials or equipment for which said claim is made, may have a right of action on this Bond.

3.1 Claimants shall provide written notice to the Surety and send a copy, or notice thereof, to Owner and Design-Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, and the last date such work, services or labor were performed, or the last materials or equipment were furnished in furtherance of the Design-Build Agreement.

3.2 If Claimant does not have a direct contract with Design-Builder, the notice shall identify the person or entity with whom Claimant contracted and who has not made payment to Claimant.

4 **Surety's Obligations**. When a Claimant has satisfied the conditions of Section 3, the Surety shall promptly take the following actions at the Surety's expense:

4.1 Send an answer to that Claimant, with a copy to the Owner and Design-Builder, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any disputed portions or amounts.

4.2 Pay or arrange for payment of any undisputed amounts.

5 **Bond Liability.** If the Surety fails to discharge its obligations under Sections 4.1 or 4.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to successfully recover any sums found to be due and owing to the Claimant. If Claimant does not recover the entire amount claimed in its notice under Section 3, then such attorney's fees shall be reduced in proportion to the amount actually recovered.

5.1 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

6 **Waiver of Notice.** The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

7 **Dispute Resolution.** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the Project is located. Such suit or action must be filed within one (1) year from the date: a) on which the Claimant sent a claim to the Surety pursuant to Section 3.1; or, b) on which the Claimant last performed labor or services or furnished materials or equipment on the Project, whichever occurs first. If the provisions of this Section 7 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

7.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-

Builder is not a necessary or indispensable party to any legal action by any party against the Surety to enforce the Surety's obligations under this Bond.

8 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

9 Copy To Be Furnished. Upon written request of any person or entity appearing to be a potential Claimant on this Bond, Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.

10 Claimant Defined. A Claimant is any individual or entity having a direct contract with the Design-Builder or having a contract with a subcontractor that has a direct contract with the Design-Builder to furnish services, labor, materials or equipment for use in the performance of the Design-Build Agreement.

10.1 A Claimant may include amounts owed by the Design-Builder for design and other professional services furnished or performed by Claimant regardless of whether such services might form the basis for a mechanic's lien under applicable State law.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:
(check appropriate box)
□ Use the contact information shown on page 1; or
□ Use the following alternate contact information:
(fill in Surety claims administrator contact information below)

12 Subcontractor Bonds. If this Bond is issued for an agreement between the Design-Builder and a subcontractor, the term Design-Builder in this Bond shall be deemed to be the bonded subcontractor and the term Owner shall be deemed to be Design-Builder.

13 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company: BNBuilders, Inc.	**SURETY** Company: Western Surety Company
Signature:	Signature: Susan B Larson
Name and Title: Rick Philpott Project Executive	Name and Title: Susan B. Larson Attorney-in-Fact
	Corporate Seal

	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

Western Surety Company

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Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Andrew P Larsen, Nicholas Fredrickson, Scott Garcia, Individually, of Bellevue, WA
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its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

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In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of June, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

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WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 425-709-3600 **FAX (A/C, No):** 425-709-7460 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Indian Harbor Insurance Company
INSURED BNBuilders, Inc. 2601 4th Avenue, Suite 350 Seattle, WA 98121	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability		X	CEO742009706	09/07/2019	09/07/2020	2,000,000/2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Bothell Fire Stations 42 and 45 Replacement.

CERTIFICATE HOLDER

City of Bothell
18415 101st Ave NE
Bothell, WA 98011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Heitkemper

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2019

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PRODUCER

Parker, Smith & Feek, Inc.
2233 112th Avenue NE
Bellevue, WA 98004

CONTACT NAME:
PHONE (A/C, No, Ext): 425-709-3600 FAX (A/C, No): 425-709-7460
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	
INSURER B : Liberty Insurance Underwriters Inc.	
INSURER C : Indian Harbor Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

BNBuilders, Inc.
2601 4th Avenue, Suite 350
Seattle, WA 98121

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	X	X	TB2Z91469482029	09/07/2019	09/07/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	X	AS2Z91469482019	09/07/2019	09/07/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	100035161101	09/07/2019	09/07/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2Z91469482039 ** AZ, CA, OR, MT, WA Stop Gap	09/07/2019	09/07/2020	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability	X		CEO742009706	09/07/2019	09/07/2020	1,000,000/1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
INSR: Aspen American Insurance Co. | INS TYPE: Umbrella / Excess Liability Occur; Retention: 0; | ADDL INSR; SUBR WVD; | POLICY NUMBER: CX00DRT19 (09/07/2019 - 09/07/2020)CX00DRT19 | LIMITS: Each Occurrence: 1,000,000;Aggregate: 1,000,000;

City of Bothell Fire Stations 42 and 45 Replacement...
(See Attached Description)

CERTIFICATE HOLDER

City of Bothell
18415 101st Ave NE
Bothell, WA 98011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Heitzinger

DESCRIPTIONS (Continued from Page 1)

City of Bothell and Owner and Owner's officers, directors and employees are additional insureds on the general liability, automobile, excess liability, and pollution policies per the attached endorsements/forms.
Coverage is primary and non-contributory on the general liability, automobile, excess liability, and pollution policies per the attached endorsements/forms.
Waiver of subrogation applies on the general liability, automobile, and excess liability policies per the attached endorsements/forms.

Policy Number
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

   The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In connection with your premises; or

b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with premises owned by or rented to you.

This insurance does not apply to:

a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;

b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization as required in a contract, agreement, or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number:
Issued by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s): Any persons or organizations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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ASPEN

ASPEN AMERICAN INSURANCE COMPANY
590 MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10022
(A stock insurance company incorporated under the laws of Texas hereinafter called the "Company")

There are provisions in this Policy that restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured set forth in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The term Company refers to the Company providing this insurance.

Words and phrases in quotation marks have special meaning and can be found in the Definitions or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, and subject to all terms of this Policy, the Company agrees with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

The Company will pay on behalf of the Insured "loss" resulting from an occurrence during the "policy period". The Company will pay such "loss" in excess of the Underlying Insurance set forth in **ITEM 5.** of the Declarations, but only up to an amount not exceeding the Limits of Liability set forth in **ITEM 4.** of the Declarations for this Policy. Except for any definitions, terms, conditions and exclusions of this Policy, the coverage provided by this Policy is subject to the terms and conditions of the First Underlying Insurance Policy, as set forth in **ITEM 5.** of the Declarations for this Policy.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Limits of Liability beyond that set forth in **ITEM 4.** of the Declarations for this Policy.

The Company will be furnished a complete copy of the First Underlying Insurance Policy set forth in **ITEM 5.** of the Declarations for this Policy.

II. LIMITS OF LIABILITY

A. The Limits of Liability set forth in **ITEM 4.** of the Declarations for this Policy and the rules below describe the most the Company will pay regardless of the number of:

1. Insureds;
2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Liability of this Policy will apply as follows:

1. This Policy applies only in excess of the Underlying Insurance set forth in **ITEM 5.** of the Declarations for this Policy.
2. The aggregate limit set forth in **ITEM 4.** of the Declarations for this Policy is the most the Company will pay for all "loss" that is subject to an aggregate limit provided by the First Underlying Insurance Policy. The aggregate limit applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy.
3. Subject to Paragraph **B.2.** above, the occurrence limit set forth in **ITEM 4.** of the Declarations for this Policy is the most the Company will pay for all "loss" arising out of any one occurrence to

Aspen American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ASPEN EXCESS LIABILITY INSURANCE POLICY

This Policy is amended as follows:

A. **SECTION V. CONDITIONS,** Paragraph **F. Other Insurance** is amended to include the following:

Notwithstanding anything to the contrary set forth in this Policy, this Section **V. Conditions,** Paragraph F. **Other Insurance** shall not apply when a contract, into which you have entered, requires the First Underlying Insurance Policy set forth in **ITEM 5.** of the Declarations for this Policy, to be primary and non-contributory, provided that this provision shall only apply with respect to liability arising out of your operations, your work, your products or premises owned or rented to you, and related to such contract.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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EXCESS LIABILITY COVERAGE FORM

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the Company providing this insurance. The word Insured means any person or organization qualifying as such in the "first underlying insurance." Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide the coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the Insured the amount of "loss" covered by this insurance in excess of the "Underlying Limits of Insurance" shown in Item **5.** of the Declarations, subject to **INSURING AGREEMENT** Section **II., Limits of Insurance**. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the "first underlying insurance."

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay under the terms of this insurance regardless of the number of:

1. Insureds;

2. claims made or suits brought;

3. persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the "Underlying Limits of Insurance" shown in Item **5.** of the Declarations.

2. The aggregate limit shown in Item **4.** of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance." The aggregate limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance," provided that all "underlying insurance" applies their aggregate limit in the same manner as the "first underlying insurance."

3. Subject to **B.2.,** the occurrence limit stated in Item **4.** of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

4. Subject to Paragraphs **B.2.** and **B.3.** above, if the "Underlying Limits of Insurance" described in Item **5.** of the Declarations are either reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced underlying limit or, if all underlying limits are exhausted, will apply as "underlying insurance" subject to the same terms, conditions, definitions and exclusions of the "first underlying insurance," except for the terms, conditions, definitions and exclusions of this policy.

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

ENDORSEMENT NO.

Named Insured:

Policy Number:

Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – PRIMARY AND NON-CONTRIBUTORY

Paragraph J. Other Insurance under Section VI. CONDITIONS of this policy is deleted and replaced by the following:

J. Other Insurance

If other insurance applies to a loss that is also covered by this policy, this policy will apply excess of such other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However:

1. This provision will not apply if the other insurance is specifically written to be excess of this policy.

2. If a written contract requires that this insurance be primary and non-contributory with respect to an additional insured covered by this insurance, we will not seek contribution from any other insurance where that additional insured is a Named Insured under such other insurance.

This endorsement does not change any other provision of the policy.

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Emergency Remediation Expense H. means direct costs and expenses that we deem necessary to mitigate on an emergency basis the immediate effects of a **Pollution Condition** at a **Job Site** resulting from the rendering or failure to render **Contracting Activities**.

Insured I. means each of the following:

1. the **Named Insured**;
2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;
3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;
4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
5. any **Predecessor in Interest**;
6. any entity that is newly formed or acquired by you during the **Policy Period** where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
   a. coverage shall be provided only for **Professional Loss** arising out of **Professional Activities and Duties** and/or **Pollution Loss** arising from **Contracting Activity** performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
   b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
   a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first

commencement of the **Pollution Condition**; and

b. with respect to the **Client**'s vicarious liability resulting from your **Contracting Activity**.

9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:

a. a **Pollution Condition** caused by your **Contracting Activity**; and

b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity**

provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

Insured Contract **J.** means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.

Job Site **K.** means the location where **Contracting Activities** are being rendered.

Job Site does not include any location that is owned, rented, leased, used, or occupied by any **Insured** except for: (i) a location owned, rented, leased, or occupied by the **Client**; or (ii) a location that is rented, leased, or occupied (but not owned) by you and is used on a temporary basis by the **Insured** for a single project only, during the course of providing **Contracting Activities** for such single project.

Job Site also does not include a **Non-owned Disposal Site**.

Legal Expense **L.** means legal costs, charges, and expenses incurred in the investigation or defense of a **Professional Liability Claim** arising from **Professional Activities and Duties** or a **Pollution Claim** arising from **Contracting Activity** provided such costs, charges and expenses are authorized by us.

Legal Expense does not include the time and expense incurred by the **Insured** in assisting in the investigation or resolution of a **Professional Liability Claim** or **Pollution Claim** including, but not limited to, the costs of the **Insured's** in-house counsel, salary charges of regular employees or officials of the **Insured**, and fees and expenses of counsel retained by the **Insured**.

Legal Expense also does not include salary charges of our employees.

Legal Expense does not apply to **Rectification Expense** or **Emergency Remediation Expense** as set forth in Section 1: What We Cover nor to any legal costs or expenses incurred by the **Insured** in the investigation, prosecution, pursuit, adjustment, making or appeal of a **Protective Claim** against a **Design Professional**.

disclosed in the Application or supplemental materials.

Limitation of Liability **K.** Under Protective Loss Coverage, the **Insured** shall not accept any limitation of liability from a **Design Professional** other than to insurance proceeds, without our express written consent.

Other Insurance **L.** Where other valid and collectible insurance is available to the **Insured**, in addition to **Design Professional's Insurance**, our obligations to the **Insured** are as follows:

1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

2. This insurance is excess over any other valid and collectible insurance available to the **Insured** under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.

3. This insurance is excess over any other valid and collectible **Design Professional's Insurance** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

Severability **M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.

Sole Agent **N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

Subrogation **O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.

However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.

Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.

Territory **P.** Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

Washington State Department of
Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Document Received Date: 11/6/2019 | Intent Id: 1020261 | Affidavits: | Status: Approved

Company Details

BNBUILDERS INC
2601 4TH AVE STE 350
SEATTLE,WA 98121

UBI: 602 056 687
Reg#: BNBUII*990K3
Email: jean.jenkins@bnbuilders.com
Filed By: Vanessa Lambeth

OMWBE Certifications as of 11/6/2019
No active certifications exist for this business.

Workers' Compensation Account ID: 999,550-00

Prime Contractor

Company Name	BNBUILDERS INC
Contractor Registration No.	BNBUII*990K3
WA UBI No.	602 056 687
Phone Number	206-382-3443

Project Information

Awarding Agency	BOTHELL, CITY OF
Awarding Agency Contact Name	Jeff Sperry
Awarding Agency Contact Phone Number	425-806-6856
Contract Number	N/A
Project Name	Bothell Fire Station #45
Contract Type	Design-Build
Contract Award Date	9/6/2019
Apprentice utilization is required	Yes
OMWBE utilization is required	No
Project Site Address or Directions	1608 217th Pl SE Bothell, WA 98021

Project Description	Replacement fire station

Intent Details

Does your company intend to hire ANY subcontractors?	Yes
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (Apprentices are considered employees.)	Yes
How many owner/operators performing work on the project own 30% or more of the company?	0
What is the estimated contract amount? OR is this a time and materials estimate?	$10,598,400.00
Your expected project start date: (MM-DD-YYYY)	11/18/2019
In what county (or counties) will the work be performed?	Snohomish
In what city (or nearest city) will the work be performed?	Bothell

Journey Level Wage Details

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers
Snohomish	Laborers	General Laborer	$50.86	$38.78	$12.14	4
Snohomish	Carpenters	Carpenter	$62.44	$45.92	$16.58	4

Washington State Department of
Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Document Received Date: 11/6/2019 | Intent Id: 1020267 | Affidavits: | Status: Approved

Company Details

BNBUILDERS INC
2601 4TH AVE STE 350
SEATTLE,WA 98121

UBI: 602 056 687
Reg#: BNBUII*990K3
Email: jean.jenkins@bnbuilders.com
Filed By: Vanessa Lambeth

OMWBE Certifications as of 11/6/2019
No active certifications exist for this business.

Workers' Compensation Account ID: 999,550-00

Prime Contractor

Company Name	BNBUILDERS INC
Contractor Registration No.	BNBUII*990K3
WA UBI No.	602 056 687
Phone Number	206-382-3443

Project Information

Awarding Agency	BOTHELL, CITY OF
Awarding Agency Contact Name	Jeff Sperry
Awarding Agency Contact Phone Number	425-806-6856
Contract Number	N/A
Project Name	Bothell Fire Station #42
Contract Type	Design-Build
Contract Award Date	9/9/2019
Apprentice utilization is required	Yes
OMWBE utilization is required	No
Project Site Address or Directions	10726 Beardslee Blvd Bothell, WA 98011

Project Description	replace Fire Station

Intent Details

Does your company intend to hire ANY subcontractors?	Yes
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (Apprentices are considered employees.)	Yes
How many owner/operators performing work on the project own 30% or more of the company?	0
What is the estimated contract amount? OR is this a time and materials estimate?	$15,840,000.00
Your expected project start date: (MM-DD-YYYY)	11/18/2019
In what county (or counties) will the work be performed?	King
In what city (or nearest city) will the work be performed?	Bothell

Journey Level Wage Details

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers
King	Laborers	General Laborer	$50.86	$38.78	$12.14	4
King	Carpenters	Carpenter	$62.44	$45.92	$16.58	4

AGREEMENT SUMMARY FORM

Reset Form

PRELIMINARY INFORMATION

Staff Name: Jeff Sperry Dept: PW Director Approval and Date: EJL Apr 8, 2020

This agreement requires Council approval ○ Yes ◉ No If yes, Council Meeting Date: _____

Has the vendor reviewed and preliminarily approved the agreement? ◉ Yes ○ No

AGREEMENT INFORMATION

Contract #: 1910 Agreement Type: Public Work

Vendor #: 13305 Vendor Name: Bn Builders

Please summarize what this agreement is for:

this is change order to contract 1910, Change orders are number CP 5000, and CP5001.
CP5000 is no cost and no schedule change, CP5001 is cost change for required Bond

○ This agreement is an original

◉ This agreement is a supplement/change order - Supplement/Change Order #: 1

Project Code (if applicable): FS42 Org Code: 30652250 Object Code: 566001

If your contract requires multiple codes, please provide them on page 2

Completion Date: 12/31/23

Original Contract Amount: $1,532,065.00

Previous Supplements Total: _____

Current Supplement Amount: $ 17,582.36

Total Contract Amount: $ 1,549,647.36

Total Budgeted: _____

Are the following required for this agreement:

Notarized signature? ○ Yes ◉ No

Certificate of insurance? ◉ Yes ○ No

Add'l insured ◉ Yes ○ No

If no additional insured endorsement, explain:

_____

_____

Total Budgeted references:

○ A specific line item in the dept's project's budget detail

○ The org/object code's budgeted total for the biennium

DIGITAL SIGNATURE INSTRUCTIONS AND SIGNATORY CONTACT INFORMATION

Will the vendor sign this agreement electronically? ◉ Yes ○ No If no, provide the signatory's address:

Signatory Name: Geri Urbas

Signatory Phone Number: 206.382.3443

Signatory Email Address: Geri.Urbas@bnbuilders.com

APPROVALS (Adobe Sign or Munis Routing Only)

PB PB _____ City Attorney

TED TED _____ Finance (Procurement and Budget)

gz _____ Finance (Capital Facilities Projects)

MS _____ Finance Director

JP JP _____ City Manager

_____ City Clerks (if applicable)

B|N|B

BNBuilders, Inc.

Monday, January 6, 2020

Jeff Sperry
City of Bothell
18415 101st Avenue NE
Bothell, WA 98011

RE: Change Proposal - CP# 5000
D/B Fire Station 42 and 45 - 119040

Dear Jeff Sperry,

This letter is to request authorization to proceed with the following extra work:

CP Number:	**5000**
Description:	**Miscellaneous Contract Item Clarifications**
Proposed Amt:	**$0.00**
Days Requested:	**0 days**

Scope of Work (see attached for detailed cost summary):

Per the Contract Review Meeting on December 10, 2019, the Contract is to be amended as follows:

1. Insert 18th on the cover page of the DBIA A530, page after the Table of Contents and provide two (2) wet initialed copies
2. Revise DBIA 530, 2nd paragraph under 5.4 Liquidated Damage to read:

The liquidated damages amounts agreed to by the parties shall be calculated based on each station. By way of example, if Design-Builder fails to achieve Substantial Completion for one of the stations by the Scheduled Interim Milestone Date for that station, the Design-Builder shall pay the liquidated damages amount set for above. If Design-Builder fails to achieve Substantial Completion for both stations, then the liquidated damages amount set forth above shall be assessed for each station until such time Substantial Completion is achieved for each station, as applicable. As each station achieves Substantial Completion, the amount of Liquidated Damages assessed shall be reduced by the Liquidated Damages associated with that station.

3. Revise DBIA 530, 6.3.8.2.b to read as follows:

b. The rental equipment rate for equipment owned by Design-Builder shall be charged at the lower of seventy-five percent (75%) of the following:

1. The current AED Green Books (published by Equipment Watch);
2. NECA;
3. Any other published rate; or

100% of the current rate as listed in the Design-Builders equipment rental schedule identified in the Owned Equipment Rental Log if equal or lower than AED Green Books, NECA, or any other published rate.

The above changes are proposed as a NO COST CHANGE ORDER

- [x] Please sign below and return a copy of this letter to indicate your acceptance of this extra work and approve the price for this work. Additional costs may apply if authorization is received after N/A.
- [ ] BNBuilders has proceeded with this work per previous ROM approval (attached). This change proposal represents the final price for this work.
- [ ] BNBuilders has proceeded with this work based on owner approval via email (see attached) or verbal direction. This change proposal represents the final price for this work.

Submitted by:	Accepted by:	Date:
Geri Urbas *BNBuilders*	*Jeff Sperry* *City of Bothell*	1/30/2020

01/08/2020

CHANGE PROPOSAL DETAIL BACKUP

BNBuilders, Inc.

Project #:

CP #

Phone:
Fax:

BNBuilders, Inc.	Insurance (1%)		$0.00
BNBuilders, Inc.	Bonds (1%)		$0.00
BNBuilders, Inc.	B & O Tax (.471%)		$0.00
BNBuilders, Inc.	FEE (4.25%)		$0.00
		Total:	**$0.00**

B|N|B

BNBuilders, Inc.

Wednesday, January 15, 2020

Jeff Sperry
City of Bothell
18415 101st Avenue NE
Bothell, WA 98011

RE: Change Proposal - CP# 5001
D/B Fire Station 42 and 45 - 119040

Dear Jeff Sperry,

This letter is to request authorization to proceed with the following extra work:

CP Number:	**5001**
Description:	**Provide Phase 1A Bonds**
Proposed Amt:	**$17,582.36**
Days Requested:	**0 days**

Scope of Work (see attached for detailed cost summary):

Per attached email correspondences dated 11/4/19, BNB did not include the cost to provide a payment and performance bond in the Phase 1A budget. Follow-up email dated 11/6/19, bonds are required for the amount of the Phase 1A NTE.

☐ Please sign below and return a copy of this letter to indicate your acceptance of this extra work and approve the price for this work. Additional costs may apply if authorization is received after N/A .

☐ BNBuilders has proceeded with this work per previous ROM approval (attached). This change proposal represents the final price for this work.

☒ BNBuilders has proceeded with this work based on owner approval via email (see attached) or verbal direction. This change proposal represents the final price for this work.

Submitted by:

Geri Urbas
BNBuilders

Accepted by:

Jeff Sperry
City of Bothell

01/15/2020

Date:

1/30/2020

CHANGE PROPOSAL DETAIL BACKUP

BNBuilders, Inc.

Project #: 119040
D/B Fire Station 42 and 45

18415 101st Avenue NE
Bothell, WA WA

Phone:
Fax:

CP # 5001

Contractor	Description	Amount
	Provide Bond for Phase 1 NTE Amount	$15,041.00
BNBuilders, Inc.	Insurance (1%)	$150.41
BNBuilders, Inc.	Bonds (1%)	$0.00
BNBuilders, Inc.	B & O Tax (.471%)	$71.55
BNBuilders, Inc.	FEE (4.25%)	$648.68
BNBuilders, Inc.	WSST (10.5%)	$1,670.72
	Total:	**$17,582.36**

Customer Quote

Principal: BNBuilders, Inc.
Address: 2601 Fourth Avenue, Suite 350

Seattle, WA 98121

Phone #: (206) 382-3443
Fax #: (206) 382-3440

Surety: Western Surety Company

ond Amount: $1,532,065

Rate Cat.	Contract Value	Maint. Value	Rate	Maint. Rate	Premium	Maint. Prem.
or First	$500,000		$12.00		$6,000	
or Next	$1,032,065		$8.76		$9,041	
or Next	$0		$7.20		$0	
or Next	$0		$6.54		$0	
or First	$0		$6.00		$0	
or Over	$0		$5.40		$0	

Bond Premium: $15,041

Total Premium: $15,041

Exhibit G1 - Phase 1A- Change Order			
Client	City of Bothell	**Design-Builder**	BNBuilders/Miller Hull
Project Name:	Fire Station 42 and 45 Replacement	**Change Order #**	001

Change Proposal #	Description of Change	Change in Contract Time	Change in Phase 1A NTE ($)
5000	Contract Language Clarifications	Zero (0)	Zero (0)
5001	Phase 1 NTE Payment and Performance Bond	Zero (0)	$17,582.36
Subtotal		0	$17,582.36

Original Phase 1A Not to Exceed Amount (NTE) (Including estimated 10.5% WSST)	$1,532,065.00
Net change by previous authorized Change Orders	$0.00
Total net **increase**/decrease in the Phase 1A NTE by this Change Order	$17,582.36
New Phase 1A NTE including this change Order (Including estimated 10.5% WSST)	$1,549,647.36

Original Phase 1A Completion Date	4/17/2020
Original Phase 1A Working Days	110
New Phase 1A Completion Date	No Change
New Phase 1A Working Days	No Change
New Interim Milestone Dates	NA

The changes in the Phase 1A Not to Exceed Amount and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

City of Bothell		Design-Builder	
By: (Signature)	Jennifer Phillips (Apr 10, 2020)	By: (Signature)	
(Printed Name)	Jennifer Phillips	(Printed Name)	Geri Urbas
Title:	City Manager	Title:	Sr. PM
Date:	Apr 10, 2020	Date:	01/15/2020

OAC review:
Date: 01/16/2020

DBIA
DESIGN-BUILD
INSTITUTE OF AMERICA

Progressive Design-Build Agreement Between Owner and Design-Builder – Cost Plus Fee with a Guaranteed Maximum Price

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

This **AGREEMENT** is made as of the 18th day of November in the year of 2019, by and between the following parties, for services in connection with the Project identified below:

OWNER:
(Name and address)

City of Bothell
18415 101st Ave NE
Bothell, WA 98011

DESIGN-BUILDER:
(Name and address)
BN Builders
2601 4th Ave #350,
Seattle, WA 98121

PROJECT:
(Include Project name and location as it will appear in the Contract Documents)

Fire Stations 42 and 45 Replacement

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	PHONE (A/C, No, Ext): 425-709-3600	FAX (A/C, No): 425-709-7460
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Liberty Mutual Fire Insurance Company	
INSURER B :	Liberty Insurance Underwriters Inc.	
INSURER C :	Indian Harbor Insurance Company	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: BNBuilders, Inc.
2601 4th Avenue, Suite 350
Seattle, WA 98121

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	X	X	TB2Z91469482029	09/07/2019	09/07/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	X	AS2Z91469482019	09/07/2019	09/07/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	100035161101	09/07/2019	09/07/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2Z91469482039 ** AZ, CA, OR, MT, WA Stop Gap	09/07/2019	09/07/2020	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability		X	CEO742009706	09/07/2019	09/07/2020	1,000,000/1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

INSR: Aspen American Insurance Co. | INS TYPE: Umbrella / Excess Liability Occur; Retention: 0; | ADDL INSR; SUBR WVD; | POLICY NUMBER: CX00DRT19 (09/07/2019 - 09/07/2020)CX00DRT19 | LIMITS: Each Occurrence: 1,000,000;Aggregate: 1,000,000;
INSR: Indian Harbor Insurance Company | INS TYPE: Professional Liability - Combined Pollution / Professional Liability | ADDL INSR; | POLICY NUMBER: CEO742009706 (09/07/2019 - 09/07/2020)CEO742009706 | LIMITS: 2,000,000/$2,000,000...
(See Attached Description)

CERTIFICATE HOLDER

City of Bothell
18415 101st Ave NE
Bothell, WA 98011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Heitkemper

DESCRIPTIONS (Continued from Page 1)

;
INSR: Indian Harbor Insurance Company | INS TYPE: Professional Liability | ADDL INSR; | POLICY NUMBER: CEO742009706 (09/07/2019 - 09/07/2020)CEO742009706 | LIMITS: 10,000,000/10,000,000;

City of Bothell Fire Stations 42 and 45 Replacement.

City of Bothell and Owner and Owner's officers, directors and employees are additional insureds on the general liability, automobile, and excess liability policies per the attached endorsements/forms.
Coverage is primary and non-contributory on the general liability, automobile, excess liability, and pollution policies per the attached endorsements/forms.
Waiver of subrogation applies on the general liability, automobile, excess liability, and pollution policies per the attached endorsements/forms.

Policy Number
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

   The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In connection with your premises; or

b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with premises owned by or rented to you.

This insurance does not apply to:

a. Any person(s) or organization(s) more specifically covered in Paragraphs **1.** through **5.** above;

b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent tha: you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization as required in a contract, agreement, or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number:
Issued by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s): Any persons or organizations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5**. **Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage

Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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ASPEN AMERICAN INSURANCE COMPANY
590 MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10022
(A stock insurance company incorporated under the laws of Texas hereinafter called the "Company")

There are provisions in this Policy that restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured set forth in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The term Company refers to the Company providing this insurance.

Words and phrases in quotation marks have special meaning and can be found in the Definitions or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, and subject to all terms of this Policy, the Company agrees with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

The Company will pay on behalf of the Insured "loss" resulting from an occurrence during the "policy period". The Company will pay such "loss" in excess of the Underlying Insurance set forth in **ITEM 5.** of the Declarations, but only up to an amount not exceeding the Limits of Liability set forth in **ITEM 4.** of the Declarations for this Policy. Except for any definitions, terms, conditions and exclusions of this Policy, the coverage provided by this Policy is subject to the terms and conditions of the First Underlying Insurance Policy, as set forth in **ITEM 5.** of the Declarations for this Policy.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Limits of Liability beyond that set forth in **ITEM 4.** of the Declarations for this Policy.

The Company will be furnished a complete copy of the First Underlying Insurance Policy set forth in **ITEM 5.** of the Declarations for this Policy.

II. LIMITS OF LIABILITY

A. The Limits of Liability set forth in **ITEM 4.** of the Declarations for this Policy and the rules below describe the most the Company will pay regardless of the number of:

1. Insureds;
2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Liability of this Policy will apply as follows:

1. This Policy applies only in excess of the Underlying Insurance set forth in **ITEM 5.** of the Declarations for this Policy.
2. The aggregate limit set forth in **ITEM 4.** of the Declarations for this Policy is the most the Company will pay for all "loss" that is subject to an aggregate limit provided by the First Underlying Insurance Policy. The aggregate limit applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy.
3. Subject to Paragraph **B.2.** above, the occurrence limit set forth in **ITEM 4.** of the Declarations for this Policy is the most the Company will pay for all "loss" arising out of any one occurrence to

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ASPEN EXCESS LIABILITY INSURANCE POLICY

This Policy is amended as follows:

A. SECTION V. CONDITIONS, Paragraph **F. Other Insurance** is amended to include the following:

Notwithstanding anything to the contrary set forth in this Policy, this Section **V. Conditions,** Paragraph F. **Other Insurance** shall not apply when a contract, into which you have entered, requires the First Underlying Insurance Policy set forth in **ITEM 5.** of the Declarations for this Policy, to be primary and non-contributory, provided that this provision shall only apply with respect to liability arising out of your operations, your work, your products or premises owned or rented to you, and related to such contract.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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EXCESS LIABILITY COVERAGE FORM

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the Company providing this insurance. The word Insured means any person or organization qualifying as such in the "first underlying insurance." Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide the coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the Insured the amount of "loss" covered by this insurance in excess of the "Underlying Limits of Insurance" shown in Item **5.** of the Declarations, subject to **INSURING AGREEMENT** Section **II., Limits of Insurance**. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the "first underlying insurance."

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay under the terms of this insurance regardless of the number of:

1. Insureds;

2. claims made or suits brought;

3. persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the "Underlying Limits of Insurance" shown in Item **5.** of the Declarations.

2. The aggregate limit shown in Item **4.** of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance." The aggregate limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance," provided that all "underlying insurance" applies their aggregate limit in the same manner as the "first underlying insurance."

3. Subject to **B.2.,** the occurrence limit stated in Item **4.** of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

4. Subject to Paragraphs **B.2.** and **B.3.** above, if the "Underlying Limits of Insurance" described in Item **5.** of the Declarations are either reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced underlying limit or, if all underlying limits are exhausted, will apply as "underlying insurance" subject to the same terms, conditions, definitions and exclusions of the "first underlying insurance," except for the terms, conditions, definitions and exclusions of this policy.

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

ENDORSEMENT NO.

Named Insured:

Policy Number:

Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – PRIMARY AND NON-CONTRIBUTORY

Paragraph J. Other Insurance under Section VI. CONDITIONS of this policy is deleted and replaced by the following:

J. Other Insurance

If other insurance applies to a loss that is also covered by this policy, this policy will apply excess of such other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However:

1. This provision will not apply if the other insurance is specifically written to be excess of this policy.

2. If a written contract requires that this insurance be primary and non-contributory with respect to an additional insured covered by this insurance, we will not seek contribution from any other insurance where that additional insured is a Named Insured under such other insurance.

This endorsement does not change any other provision of the policy.

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Subrogation **O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.

However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.

Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured.**

Territory **P.** Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

disclosed in the Application or supplemental materials.

Limitation of Liability **K.** Under Protective Loss Coverage, the **Insured** shall not accept any limitation of liability from a **Design Professional** other than to insurance proceeds, without our express written consent.

Other Insurance **L.** Where other valid and collectible insurance is available to the **Insured**, in addition to **Design Professional's Insurance**, our obligations to the **Insured** are as follows:

1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

2. This insurance is excess over any other valid and collectible insurance available to the **Insured** under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.

3. This insurance is excess over any other valid and collectible **Design Professional's Insurance** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

Severability **M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.

Sole Agent **N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

Emergency Remediation Expense **H.** means direct costs and expenses that we deem necessary to mitigate on an emergency basis the immediate effects of a **Pollution Condition** at a **Job Site** resulting from the rendering or failure to render **Contracting Activities**.

Insured **I.** means each of the following:

1. the **Named Insured**;
2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;
3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;
4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
5. any **Predecessor in Interest**;
6. any entity that is newly formed or acquired by you during the **Policy Period** where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
   a. coverage shall be provided only for **Professional Loss** arising out of **Professional Activities and Duties** and/or **Pollution Loss** arising from **Contracting Activity** performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
   b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
   a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first

commencement of the **Pollution Condition**; and

b. with respect to the **Client**'s vicarious liability resulting from your **Contracting Activity**.

9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:

a. a **Pollution Condition** caused by your **Contracting Activity**; and

b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity**

provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

Insured Contract **J.** means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.

Job Site **K.** means the location where **Contracting Activities** are being rendered.

Job Site does not include any location that is owned, rented, leased, used, or occupied by any **Insured** except for: (i) a location owned, rented, leased, or occupied by the **Client**; or (ii) a location that is rented, leased, or occupied (but not owned) by you and is used on a temporary basis by the **Insured** for a single project only, during the course of providing **Contracting Activities** for such single project.

Job Site also does not include a **Non-owned Disposal Site**.

Legal Expense **L.** means legal costs, charges, and expenses incurred in the investigation or defense of a **Professional Liability Claim** arising from **Professional Activities and Duties** or a **Pollution Claim** arising from **Contracting Activity** provided such costs, charges and expenses are authorized by us.

Legal Expense does not include the time and expense incurred by the **Insured** in assisting in the investigation or resolution of a **Professional Liability Claim** or **Pollution Claim** including, but not limited to, the costs of the **Insured's** in-house counsel, salary charges of regular employees or officials of the **Insured**, and fees and expenses of counsel retained by the **Insured.**

Legal Expense also does not include salary charges of our employees.

Legal Expense does not apply to **Rectification Expense** or **Emergency Remediation Expense** as set forth in Section 1: What We Cover nor to any legal costs or expenses incurred by the **Insured** in the investigation, prosecution, pursuit, adjustment, making or appeal of a **Protective Claim** against a **Design Professional.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	PHONE (A/C, No, Ext): 425-709-3600	FAX (A/C, No): 425-709-7460
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	
INSURER B : Liberty Insurance Underwriters Inc.	
INSURER C : Indian Harbor Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BNBuilders, Inc.
2601 4th Avenue, Suite 350
Seattle, WA 98121

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	X	X	TB2Z91469482029	09/07/2019	09/07/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	X	AS2Z91469482019	09/07/2019	09/07/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	100035161101	09/07/2019	09/07/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2Z91469482039 ** AZ, CA, OR, MT, WA Stop Gap	09/07/2019	09/07/2020	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability	X		CEO742009706	09/07/2019	09/07/2020	1,000,000/1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
INSR: Aspen American Insurance Co. | INS TYPE: Umbrella / Excess Liability Occur; Retention: 0; | ADDL INSR; SUBR WVD; | POLICY NUMBER: CX00DRT19 (09/07/2019 - 09/07/2020)CX00DRT19 | LIMITS: Each Occurrence: 1,000,000;Aggregate: 1,000,000;

City of Bothell Fire Stations 42 and 45 Replacement...
(See Attached Description)

CERTIFICATE HOLDER

City of Bothell
18415 101st Ave NE
Bothell, WA 98011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Heitkemper

DESCRIPTIONS (Continued from Page 1)

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City of Bothell and Owner and Owner's officers, directors and employees are additional insureds on the general liability, automobile, excess liability, and pollution policies per the attached endorsements/forms.
Coverage is primary and non-contributory on the general liability, automobile, excess liability, and pollution policies per the attached endorsements/forms.
Waiver of subrogation applies on the general liability, automobile, and excess liability policies per the attached endorsements/forms.

Policy Number
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

   The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In connection with your premises; or

b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with premises owned by or rented to you.

This insurance does not apply to:

a. Any person(s) or organization(s) more specifically covered in Paragraphs **1.** through **5.** above;

b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent tha: you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization as required in a contract, agreement, or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number:
Issued by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s): Any persons or organizations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5**. **Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage

Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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ASPEN AMERICAN INSURANCE COMPANY
590 MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10022
(A stock insurance company incorporated under the laws of Texas hereinafter called the "Company")

There are provisions in this Policy that restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured set forth in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The term Company refers to the Company providing this insurance.

Words and phrases in quotation marks have special meaning and can be found in the Definitions or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, and subject to all terms of this Policy, the Company agrees with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

The Company will pay on behalf of the Insured "loss" resulting from an occurrence during the "policy period". The Company will pay such "loss" in excess of the Underlying Insurance set forth in **ITEM 5.** of the Declarations, but only up to an amount not exceeding the Limits of Liability set forth in **ITEM 4.** of the Declarations for this Policy. Except for any definitions, terms, conditions and exclusions of this Policy, the coverage provided by this Policy is subject to the terms and conditions of the First Underlying Insurance Policy, as set forth in **ITEM 5.** of the Declarations for this Policy.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Limits of Liability beyond that set forth in **ITEM 4.** of the Declarations for this Policy.

The Company will be furnished a complete copy of the First Underlying Insurance Policy set forth in **ITEM 5.** of the Declarations for this Policy.

II. LIMITS OF LIABILITY

A. The Limits of Liability set forth in **ITEM 4.** of the Declarations for this Policy and the rules below describe the most the Company will pay regardless of the number of:

1. Insureds;
2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Liability of this Policy will apply as follows:

1. This Policy applies only in excess of the Underlying Insurance set forth in **ITEM 5.** of the Declarations for this Policy.
2. The aggregate limit set forth in **ITEM 4.** of the Declarations for this Policy is the most the Company will pay for all "loss" that is subject to an aggregate limit provided by the First Underlying Insurance Policy. The aggregate limit applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy.
3. Subject to Paragraph **B.2.** above, the occurrence limit set forth in **ITEM 4.** of the Declarations for this Policy is the most the Company will pay for all "loss" arising out of any one occurrence to

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ASPEN EXCESS LIABILITY INSURANCE POLICY

This Policy is amended as follows:

A. SECTION V. CONDITIONS, Paragraph **F. Other Insurance** is amended to include the following:

Notwithstanding anything to the contrary set forth in this Policy, this Section **V. Conditions,** Paragraph F. **Other Insurance** shall not apply when a contract, into which you have entered, requires the First Underlying Insurance Policy set forth in **ITEM 5.** of the Declarations for this Policy, to be primary and non-contributory, provided that this provision shall only apply with respect to liability arising out of your operations, your work, your products or premises owned or rented to you, and related to such contract.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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EXCESS LIABILITY COVERAGE FORM

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the Company providing this insurance. The word Insured means any person or organization qualifying as such in the "first underlying insurance." Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide the coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the Insured the amount of "loss" covered by this insurance in excess of the "Underlying Limits of Insurance" shown in Item **5.** of the Declarations, subject to **INSURING AGREEMENT** Section **II., Limits of Insurance**. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the "first underlying insurance."

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay under the terms of this insurance regardless of the number of:

1. Insureds;

2. claims made or suits brought;

3. persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the "Underlying Limits of Insurance" shown in Item **5.** of the Declarations.

2. The aggregate limit shown in Item **4.** of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance." The aggregate limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance," provided that all "underlying insurance" applies their aggregate limit in the same manner as the "first underlying insurance."

3. Subject to **B.2.,** the occurrence limit stated in Item **4.** of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

4. Subject to Paragraphs **B.2.** and **B.3.** above, if the "Underlying Limits of Insurance" described in Item **5.** of the Declarations are either reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced underlying limit or, if all underlying limits are exhausted, will apply as "underlying insurance" subject to the same terms, conditions, definitions and exclusions of the "first underlying insurance," except for the terms, conditions, definitions and exclusions of this policy.

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

ENDORSEMENT NO.

Named Insured:

Policy Number:

Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – PRIMARY AND NON-CONTRIBUTORY

Paragraph J. Other Insurance under Section VI. CONDITIONS of this policy is deleted and replaced by the following:

J. Other Insurance

If other insurance applies to a loss that is also covered by this policy, this policy will apply excess of such other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However:

1. This provision will not apply if the other insurance is specifically written to be excess of this policy.

2. If a written contract requires that this insurance be primary and non-contributory with respect to an additional insured covered by this insurance, we will not seek contribution from any other insurance where that additional insured is a Named Insured under such other insurance.

This endorsement does not change any other provision of the policy.

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Emergency Remediation Expense **H.** means direct costs and expenses that we deem necessary to mitigate on an emergency basis the immediate effects of a **Pollution Condition** at a **Job Site** resulting from the rendering or failure to render **Contracting Activities**.

Insured **I.** means each of the following:

1. the **Named Insured**;
2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;
3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;
4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
5. any **Predecessor in Interest**;
6. any entity that is newly formed or acquired by you during the **Policy Period** where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
   a. coverage shall be provided only for **Professional Loss** arising out of **Professional Activities and Duties** and/or **Pollution Loss** arising from **Contracting Activity** performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
   b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
   a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first

commencement of the **Pollution Condition**; and

b. with respect to the **Client**'s vicarious liability resulting from your **Contracting Activity**.

9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:

a. a **Pollution Condition** caused by your **Contracting Activity**; and

b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity**

provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

Insured Contract **J.** means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.

Job Site **K.** means the location where **Contracting Activities** are being rendered.

Job Site does not include any location that is owned, rented, leased, used, or occupied by any **Insured** except for: (i) a location owned, rented, leased, or occupied by the **Client**; or (ii) a location that is rented, leased, or occupied (but not owned) by you and is used on a temporary basis by the **Insured** for a single project only, during the course of providing **Contracting Activities** for such single project.

Job Site also does not include a **Non-owned Disposal Site**.

Legal Expense **L.** means legal costs, charges, and expenses incurred in the investigation or defense of a **Professional Liability Claim** arising from **Professional Activities and Duties** or a **Pollution Claim** arising from **Contracting Activity** provided such costs, charges and expenses are authorized by us.

Legal Expense does not include the time and expense incurred by the **Insured** in assisting in the investigation or resolution of a **Professional Liability Claim** or **Pollution Claim** including, but not limited to, the costs of the **Insured's** in-house counsel, salary charges of regular employees or officials of the **Insured**, and fees and expenses of counsel retained by the **Insured.**

Legal Expense also does not include salary charges of our employees.

Legal Expense does not apply to **Rectification Expense** or **Emergency Remediation Expense** as set forth in Section 1: What We Cover nor to any legal costs or expenses incurred by the **Insured** in the investigation, prosecution, pursuit, adjustment, making or appeal of a **Protective Claim** against a **Design Professional.**

disclosed in the Application or supplemental materials.

Limitation of Liability **K.** Under Protective Loss Coverage, the **Insured** shall not accept any limitation of liability from a **Design Professional** other than to insurance proceeds, without our express written consent.

Other Insurance **L.** Where other valid and collectible insurance is available to the **Insured**, in addition to **Design Professional's Insurance**, our obligations to the **Insured** are as follows:

1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

2. This insurance is excess over any other valid and collectible insurance available to the **Insured** under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.

3. This insurance is excess over any other valid and collectible **Design Professional's Insurance** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

Severability **M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.

Sole Agent **N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 425-709-3600 **FAX (A/C, No):** 425-709-7460 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Indian Harbor Insurance Company
INSURED BNBuilders, Inc. 2601 4th Avenue, Suite 350 Seattle, WA 98121	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability		X	CEO742009706	09/07/2019	09/07/2020	2,000,000/2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Bothell Fire Stations 42 and 45 Replacement.

CERTIFICATE HOLDER

City of Bothell
18415 101st Ave NE
Bothell, WA 98011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Heitkemper

Subrogation **O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.

However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.

Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured.**

Territory **P.** Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

AGREEMENT SUMMARY FORM

Reset Form

PRELIMINARY INFORMATION

Staff Name: Jeff Sperry Dept: PW Director Approval and Date: EJL May 4, 2020

This agreement requires Council approval ○ Yes ◉ No If yes, Council Meeting Date: _____

Has the vendor reviewed and preliminarily approved the agreement? ◉ Yes ○ No

AGREEMENT INFORMATION

Contract #: 1910 Agreement Type: Public Work

Vendor #: 13305 Vendor Name: Bn Builders

Please summarize what this agreement is for:

Change order 5002 is a no cost time extension for Phase 1a for Design Builder BN Builders for Fire station rebuild project

○ This agreement is an original

◉ This agreement is a supplement/change order - Supplement/Change Order #: 2

Project Code (if applicable): FS42 Org Code: 30652250 Object Code: 566001

If your contract requires multiple codes, please provide them on page 2

Completion Date: 12/31/23

Are the following required for this agreement:

Notarized signature? ○ Yes ◉ No

Certificate of insurance? ◉ Yes ○ No

Add'l insured ◉ Yes ○ No

If no additional insured endorsement, explain:

_____

_____

Original Contract Amount: $1,549,647.36

Previous Supplements Total: _____

Current Supplement Amount: $ 0.00

Total Contract Amount: $ 1,549,647.36

Total Budgeted: $ 35,500,000.00

Total Budgeted references:

○ A specific line item in the dept's project's budget detail

○ The org/object code's budgeted total for the biennium

DIGITAL SIGNATURE INSTRUCTIONS AND SIGNATORY CONTACT INFORMATION

Will the vendor sign this agreement electronically? ◉ Yes ○ No If no, provide the signatory's address:

Signatory Name: Geri Urbas

Signatory Phone Number: 206.382.3443

Signatory Email Address: Geri.Urbas@bnbuilders.com

_____

_____

_____

APPROVALS (Adobe Sign or Munis Routing Only)

DE _____ City Attorney

TED TED _____ Finance (Procurement and Budget)

gz _____ Finance (Capital Facilities Projects)

MS _____ Finance Director

JP JP _____ City Manager

_____ City Clerks (if applicable)

Exhibit G1 - Phase 1A- Change Order			
Client	City of Bothell	**Design-Builder**	BNBuilders/Miller Hull
Project Name:	Fire Station 42 and 45 Replacement	**Change Order #**	002

Change Proposal #	Description of Change	Change in Contract Time	Change in Phase 1A NTE ($)
5002	Phase 1A Schedule Extension	Zero (0)	Zero (0)
Subtotal		0	$0.00

Original Phase 1A Not to Exceed Amount (NTE) (Including estimated 10.5% WSST)	$1,532,065.00
Net change by previous authorized Change Orders	$17,582.36
Total net **increase**/decrease in the Phase 1A NTE by this Change Order	$0.00
New Phase 1A NTE including this change Order (Including estimated 10.5% WSST)	$1,549,647.36

Original Phase 1A Completion Date	4/17/2020
Original Phase 1A Working Days	110
New Phase 1A Completion Date	7/7/2020
New Phase 1A Working Days	166
New Interim Milestone Dates	NA

The changes in the Phase 1A Not to Exceed Amount and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

City of Bothell		Design-Builder	
By:		By:	
(Signature)	Jennifer Phillips (May 8, 2020)	(Signature)	
(Printed Name)	Jennifer Phillips	(Printed Name)	Geri Urbas
Title:	City Manager	Title:	Sr. Project Manager
Date:	May 8, 2020	Date:	April 16,2020

OAC review:
Date: 04/16/2020

BNBuilders, Inc.

Thursday, April 16, 2020

Jeff Sperry
City of Bothell
18415 101st Avenue NE
Bothell, WA 98011

RE: Change Proposal - CP# 5002
D/B Fire Station 42 and 45 - 119040

Dear Jeff Sperry,

This letter is to request authorization to proceed with the following extra work:

CP Number:	**5002**
Description:	**Phase 1A Schedule Extension**
Proposed Amt:	**$0.00**
Days Requested:	**82**

Scope of Work (see attached for detailed cost summary):

Extend Phase 1A Completion Date per Agreement Article 6.6.1.4 by 82 Calendar Days/ 56 Working Days. Phase 1A Schedule Completion is now July 7, 2020 in lieu of April 17, 2020.

☒ Please sign below and return a copy of this letter to indicate your acceptance of this extra work and approve the price for this work. Additional costs may apply if authorization is received after n/a .

☐ BNBuilders has proceeded with this work per previous ROM approval (attached). This change proposal represents the final price for this work.

☐ BNBuilders has proceeded with this work based on owner approval via email (see attached) or verbal direction. This change proposal represents the final price for this work.

Submitted by:

Geri Urbas
BNBuilders

Accepted by:

Jeff Sperry 4/30/2020

Jeff Sperry
City of Bothell

Date:

Reviewed by:
04/16/2020

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Andrew P Larsen, Nicholas Fredrickson, Scott Garcia, Individually, of Bellevue, WA
Drew D Neessen, Shelley Cardiel, Charles Floberg, William M Smith, Individually, of Portland, OR

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of June, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of November, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	PHONE (A/C, No, Ext): 425-709-3600	FAX (A/C, No): 425-709-7460
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: BNBuilders, Inc.
2601 4th Avenue, Suite 350
Seattle, WA 98121

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability		X	CEO742009706	09/07/2019	09/07/2020	2,000,000/2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Bothell Fire Stations 42 and 45 Replacement.

CERTIFICATE HOLDER

City of Bothell
18415 101st Ave NE
Bothell, WA 98011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Heitkemper

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	PHONE (A/C, No, Ext): 425-709-3600	FAX (A/C, No): 425-709-7460
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Liberty Mutual Fire Insurance Company	
INSURER B :	Liberty Insurance Underwriters Inc.	
INSURER C :	Indian Harbor Insurance Company	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: BNBuilders, Inc.
2601 4th Avenue, Suite 350
Seattle, WA 98121

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	X	X	TB2Z91469482029	09/07/2019	09/07/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	X	AS2Z91469482019	09/07/2019	09/07/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	100035161101	09/07/2019	09/07/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2Z91469482039 ** AZ, CA, OR, MT, WA Stop Gap	09/07/2019	09/07/2020	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability	X		CEO742009706	09/07/2019	09/07/2020	1,000,000/1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
INSR: Aspen American Insurance Co. | INS TYPE: Umbrella / Excess Liability Occur; Retention: 0; | ADDL INSR; SUBR WVD; | POLICY NUMBER: CX00DRT19 (09/07/2019 - 09/07/2020)CX00DRT19 | LIMITS: Each Occurrence: 1,000,000;Aggregate: 1,000,000;

City of Bothell Fire Stations 42 and 45 Replacement...
(See Attached Description)

CERTIFICATE HOLDER

City of Bothell
18415 101st Ave NE
Bothell, WA 98011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Heitzinger

DESCRIPTIONS (Continued from Page 1)

City of Bothell and Owner and Owner's officers, directors and employees are additional insureds on the general liability, automobile, excess liability, and pollution policies per the attached endorsements/forms.
Coverage is primary and non-contributory on the general liability, automobile, excess liability, and pollution policies per the attached endorsements/forms.
Waiver of subrogation applies on the general liability, automobile, and excess liability policies per the attached endorsements/forms.

Policy Number
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

   The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In connection with your premises; or

b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with premises owned by or rented to you.

This insurance does not apply to:

a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;

b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization as required in a contract, agreement, or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number:
Issued by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s): Any persons or organizations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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ASPEN AMERICAN INSURANCE COMPANY
590 MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10022
(A stock insurance company incorporated under the laws of Texas hereinafter called the "Company")

There are provisions in this Policy that restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured set forth in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The term Company refers to the Company providing this insurance.

Words and phrases in quotation marks have special meaning and can be found in the Definitions or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, and subject to all terms of this Policy, the Company agrees with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

The Company will pay on behalf of the Insured "loss" resulting from an occurrence during the "policy period". The Company will pay such "loss" in excess of the Underlying Insurance set forth in **ITEM 5.** of the Declarations, but only up to an amount not exceeding the Limits of Liability set forth in **ITEM 4.** of the Declarations for this Policy. Except for any definitions, terms, conditions and exclusions of this Policy, the coverage provided by this Policy is subject to the terms and conditions of the First Underlying Insurance Policy, as set forth in **ITEM 5.** of the Declarations for this Policy.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Limits of Liability beyond that set forth in **ITEM 4.** of the Declarations for this Policy.

The Company will be furnished a complete copy of the First Underlying Insurance Policy set forth in **ITEM 5.** of the Declarations for this Policy.

II. LIMITS OF LIABILITY

A. The Limits of Liability set forth in **ITEM 4.** of the Declarations for this Policy and the rules below describe the most the Company will pay regardless of the number of:

1. Insureds;
2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Liability of this Policy will apply as follows:

1. This Policy applies only in excess of the Underlying Insurance set forth in **ITEM 5.** of the Declarations for this Policy.
2. The aggregate limit set forth in **ITEM 4.** of the Declarations for this Policy is the most the Company will pay for all "loss" that is subject to an aggregate limit provided by the First Underlying Insurance Policy. The aggregate limit applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy.
3. Subject to Paragraph **B.2.** above, the occurrence limit set forth in **ITEM 4.** of the Declarations for this Policy is the most the Company will pay for all "loss" arising out of any one occurrence to

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ASPEN EXCESS LIABILITY INSURANCE POLICY

This Policy is amended as follows:

A. SECTION V. CONDITIONS, Paragraph **F. Other Insurance** is amended to include the following:

Notwithstanding anything to the contrary set forth in this Policy, this Section **V. Conditions**, Paragraph F. **Other Insurance** shall not apply when a contract, into which you have entered, requires the First Underlying Insurance Policy set forth in **ITEM 5.** of the Declarations for this Policy, to be primary and non-contributory, provided that this provision shall only apply with respect to liability arising out of your operations, your work, your products or premises owned or rented to you, and related to such contract.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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EXCESS LIABILITY COVERAGE FORM

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the Company providing this insurance. The word Insured means any person or organization qualifying as such in the "first underlying insurance." Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide the coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the Insured the amount of "loss" covered by this insurance in excess of the "Underlying Limits of Insurance" shown in Item **5.** of the Declarations, subject to **INSURING AGREEMENT** Section **II., Limits of Insurance**. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the "first underlying insurance."

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay under the terms of this insurance regardless of the number of:

1. Insureds;

2. claims made or suits brought;

3. persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the "Underlying Limits of Insurance" shown in Item **5.** of the Declarations.

2. The aggregate limit shown in Item **4.** of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance." The aggregate limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance," provided that all "underlying insurance" applies their aggregate limit in the same manner as the "first underlying insurance."

3. Subject to **B.2.**, the occurrence limit stated in Item **4.** of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

4. Subject to Paragraphs **B.2.** and **B.3.** above, if the "Underlying Limits of Insurance" described in Item **5.** of the Declarations are either reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced underlying limit or, if all underlying limits are exhausted, will apply as "underlying insurance" subject to the same terms, conditions, definitions and exclusions of the "first underlying insurance," except for the terms, conditions, definitions and exclusions of this policy.

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

ENDORSEMENT NO.

Named Insured:

Policy Number:

Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – PRIMARY AND NON-CONTRIBUTORY

Paragraph J. Other Insurance under Section VI. CONDITIONS of this policy is deleted and replaced by the following:

J. Other Insurance

If other insurance applies to a loss that is also covered by this policy, this policy will apply excess of such other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However:

1. This provision will not apply if the other insurance is specifically written to be excess of this policy.

2. If a written contract requires that this insurance be primary and non-contributory with respect to an additional insured covered by this insurance, we will not seek contribution from any other insurance where that additional insured is a Named Insured under such other insurance.

This endorsement does not change any other provision of the policy.

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Emergency Remediation Expense H. means direct costs and expenses that we deem necessary to mitigate on an emergency basis the immediate effects of a **Pollution Condition** at a **Job Site** resulting from the rendering or failure to render **Contracting Activities**.

Insured I. means each of the following:

1. the **Named Insured**;
2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;
3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;
4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
5. any **Predecessor in Interest**;
6. any entity that is newly formed or acquired by you during the **Policy Period** where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
   a. coverage shall be provided only for **Professional Loss** arising out of **Professional Activities and Duties** and/or **Pollution Loss** arising from **Contracting Activity** performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
   b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
   a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first

commencement of the **Pollution Condition**; and

b. with respect to the **Client**'s vicarious liability resulting from your **Contracting Activity**.

9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:

a. a **Pollution Condition** caused by your **Contracting Activity**; and

b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity**

provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

Insured Contract **J.** means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.

Job Site **K.** means the location where **Contracting Activities** are being rendered.

Job Site does not include any location that is owned, rented, leased, used, or occupied by any **Insured** except for: (i) a location owned, rented, leased, or occupied by the **Client**; or (ii) a location that is rented, leased, or occupied (but not owned) by you and is used on a temporary basis by the **Insured** for a single project only, during the course of providing **Contracting Activities** for such single project.

Job Site also does not include a **Non-owned Disposal Site**.

Legal Expense **L.** means legal costs, charges, and expenses incurred in the investigation or defense of a **Professional Liability Claim** arising from **Professional Activities and Duties** or a **Pollution Claim** arising from **Contracting Activity** provided such costs, charges and expenses are authorized by us.

Legal Expense does not include the time and expense incurred by the **Insured** in assisting in the investigation or resolution of a **Professional Liability Claim** or **Pollution Claim** including, but not limited to, the costs of the **Insured's** in-house counsel, salary charges of regular employees or officials of the **Insured**, and fees and expenses of counsel retained by the **Insured**.

Legal Expense also does not include salary charges of our employees.

Legal Expense does not apply to **Rectification Expense** or **Emergency Remediation Expense** as set forth in Section 1: What We Cover nor to any legal costs or expenses incurred by the **Insured** in the investigation, prosecution, pursuit, adjustment, making or appeal of a **Protective Claim** against a **Design Professional**.

disclosed in the Application or supplemental materials.

Limitation of Liability **K.** Under Protective Loss Coverage, the **Insured** shall not accept any limitation of liability from a **Design Professional** other than to insurance proceeds, without our express written consent.

Other Insurance **L.** Where other valid and collectible insurance is available to the **Insured**, in addition to **Design Professional's Insurance**, our obligations to the **Insured** are as follows:

1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

2. This insurance is excess over any other valid and collectible insurance available to the **Insured** under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.

3. This insurance is excess over any other valid and collectible **Design Professional's Insurance** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

Severability **M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.

Sole Agent **N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

Subrogation **O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.

However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.

Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.

Territory **P.** Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

Washington State Department of
Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Document Received Date: 11/6/2019 | Intent Id: 1020261 | Affidavits: | Status: Approved

Company Details

BNBUILDERS INC
2601 4TH AVE STE 350
SEATTLE,WA 98121

UBI: 602 056 687
Reg#: BNBUII*990K3
Email: jean.jenkins@bnbuilders.com
Filed By: Vanessa Lambeth

OMWBE Certifications as of 11/6/2019
No active certifications exist for this business.

Workers' Compensation Account ID: 999,550-00

Prime Contractor

Company Name	BNBUILDERS INC
Contractor Registration No.	BNBUII*990K3
WA UBI No.	602 056 687
Phone Number	206-382-3443

Project Information

Awarding Agency	BOTHELL, CITY OF
Awarding Agency Contact Name	Jeff Sperry
Awarding Agency Contact Phone Number	425-806-6856
Contract Number	N/A
Project Name	Bothell Fire Station #45
Contract Type	Design-Build
Contract Award Date	9/6/2019
Apprentice utilization is required	Yes
OMWBE utilization is required	No
Project Site Address or Directions	1608 217th Pl SE Bothell, WA 98021

Project Description	Replacement fire station

Intent Details

Does your company intend to hire ANY subcontractors?	Yes
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (Apprentices are considered employees.)	Yes
How many owner/operators performing work on the project own 30% or more of the company?	0
What is the estimated contract amount? OR is this a time and materials estimate?	$10,598,400.00
Your expected project start date: (MM-DD-YYYY)	11/18/2019
In what county (or counties) will the work be performed?	Snohomish
In what city (or nearest city) will the work be performed?	Bothell

Journey Level Wage Details

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers
Snohomish	Laborers	General Laborer	$50.86	$38.78	$12.14	4
Snohomish	Carpenters	Carpenter	$62.44	$45.92	$16.58	4

Washington State Department of
Labor & Industries

Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Document Received Date: 11/6/2019 | Intent Id: 1020267 | Affidavits: | Status: Approved

Company Details

BNBUILDERS INC	UBI: 602 056 687
2601 4TH AVE STE 350	Reg#: BNBUII*990K3
SEATTLE,WA 98121	Email: jean.jenkins@bnbuilders.com
	Filed By: Vanessa Lambeth
OMWBE Certifications as of 11/6/2019	
No active certifications exist for this business.	
Workers' Compensation Account ID	999,550-00

Prime Contractor

Company Name	BNBUILDERS INC
Contractor Registration No.	BNBUII*990K3
WA UBI No.	602 056 687
Phone Number	206-382-3443

Project Information

Awarding Agency	BOTHELL, CITY OF
Awarding Agency Contact Name	Jeff Sperry
Awarding Agency Contact Phone Number	425-806-6856
Contract Number	N/A
Project Name	Bothell Fire Station #42
Contract Type	Design-Build
Contract Award Date	9/9/2019
Apprentice utilization is required	Yes
OMWBE utilization is required	No
Project Site Address or Directions	10726 Beardslee Blvd Bothell, WA 98011

Project Description	replace Fire Station

Intent Details

Does your company intend to hire ANY subcontractors?	Yes
Will your company have employees perform work on this project?	Yes
Do you intend to use any apprentices? (Apprentices are considered employees.)	Yes
How many owner/operators performing work on the project own 30% or more of the company?	0
What is the estimated contract amount? OR is this a time and materials estimate?	$15,840,000.00
Your expected project start date: (MM-DD-YYYY)	11/18/2019
In what county (or counties) will the work be performed?	King
In what city (or nearest city) will the work be performed?	Bothell

Journey Level Wage Details

County	Trade	Occupation	Prevailing Wage	Wage	Fringe	# Workers
King	Laborers	General Laborer	$50.86	$38.78	$12.14	4
King	Carpenters	Carpenter	$62.44	$45.92	$16.58	4

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City of Bothell™

City Council
Agenda Bill
AB # 20-088

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Erin Leonhart, Public Works Director
Jeff Sperry, Public Works Fleet and Facilities Manager (Presenter)

DATE: July 7, 2020

SUBJECT: Professional Services Agreement Supplemental Agreement No. 1757-3 with OAC Services, Inc. for Project/Construction Management Services for the Replacement of Fire Stations 42 and 45

POLICY CONSIDERATION: The City Council previously provided policy direction on this matter. If this item is approved, staff is implementing the direction given by the City Council.

HISTORY:

DATE	ACTION
NOVEMBER 2018	Voters approved the Safe and Secure Bond and Levy
APRIL 2019	City Manager approved Professional Services Agreement No. 1757, Phase 1 professional services agreement with OAC Services, Inc., for project/construction management services.
JULY 2019	Council approved Supplemental Agreement No. 1757-1, Phase 2 professional services agreement with OAC Services, Inc., for project/construction management services.
JUNE 2020	City Manager approved Supplemental Agreement No. 1757-2, Phase 2 professional services agreement with OAC Services, Inc., to extend the schedule for Phase 2 project/construction management services.

DISCUSSION: In November 2018, voters passed the Safe and Secure bond to fund the replacement of Bothell Fire Station 42 (Downtown Headquarters) and Fire Station 45 (Canyon Park). In December 2018, the City published a Request for Qualification for a Project/Construction Management firm to manage the Fire Station projects through construction completion.

In April 2019, through a thorough selection process, consistent with City procurement policies, City staff selected OAC Services, Inc. (OAC) to provide

project/construction management services. Due to the nature of this project, staff divided the contract with OAC into three phases. The project phases and durations are:

Phase	Description	Estimated Duration
Phase 1	Project Start-up, Pre-Design, and Procurement Method Selection and Approval	April 2019 - June 2019 (original contract)
Phase 2	Procurement, Preliminary Design, and Project Validation	July 2019 - July 2020 (Amendment 01 and 02)
Phase 3	Final Design, Construction, Closeout, Warranty	July 2020 - September 2023 (Amendment 03)

During Phase 1, OAC and the City team evaluated methods of project delivery to determine the most cost-effective and timely way serve the community. OAC conducted a workshop with staff and the team determined that Progressive Design Build is the best method for the critical operations of the Fire Stations.

During Phase 2, OAC, the City and Design Builder team validated the project, determined the interim facility sites, developed station 42 and 45 to 30 percent design, and the interim facility at the Bothell Operation Center and a Tenant Improvement for Fire Administration staff at City Hall to 90 percent design.

Supplemental Agreement No. 3 with OAC is for Phase 3 services – Final Design, Construction, Closeout and Warranty. Specifically, it will continue with project management through the Design Builder Phase 1B 60 percent Design/Guaranteed Maximum Price (GMP) submittal of Fire Station 42 and Fire Station 45 and, if approved by Council, continuation through 100 percent construction documents, construction and warranty. The anticipated duration of Phase 3 is July 2020 through September 2023. The cost of this Supplemental Agreement is not to exceed $1,132,878.00.

Contract prices, including labor rates, overhead, and a fixed fee have been negotiated and compared with rates from previous contracts and have been determined to be fair and reasonable.

FISCAL IMPACTS: The item is included in the Adopted 2019-2020 Budget, the budgeted value of $25,500,000 is sufficient to fund this item.

ATTACHMENTS: Att-1. Supplemental Agreement No. 1757-3 Phase 3 Services

City Council
Agenda Bill
AB # 20-088

RECOMMENDED ACTION:	Authorize the City Manager to enter into Supplemental Agreement No. 1757-3 Phase 3 Services with OAC Services, Inc., in the amount not to exceed $1,132,878.00 for Fire Station project/construction management services July 2020 through September 2023.

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CITY OF BOTHELL
SUPPLEMENTAL AGREEMENT NO. 3
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF BOTHELL
AND
OAC Services, Inc.

CONTRACT NO. _____To be filled in by Clerks

1. Parties

This Supplemental Agreement No. 3 for Professional Services ('Supplemental Agreement") is entered into as of the Effective Date specified below, and supplements that certain Professional Services Agreement, Contract No. 1757, dated April 16,2019, and the exhibits thereto ("Original Agreement"), between the City of Bothell, a Washington municipal corporation having its principal place of business at 18415 101st Avenue N.E., Bothell, Washington 98011 ("City"), and _OAC Services, Inc., a _Corporation organized under the laws of the State of Washington, located and doing business at OAC Services, Inc. 2200 First Avenue S, Ste. 200 Seattle, WA 98134 ("Consultant").

2. Recitals

2.1 Consultant has provided professional services to City under the Original Agreement related to the Bothell Fire Station 42 and 45 project.

2.2 City desires to modify, delete, and/or add services and/or desires to change the contract amount set forth in the Original Agreement and any prior supplemental agreements.

2.3 Consultant agrees to perform the services specified herein in accordance with the terms and conditions of this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. Modifications, Deletions or Additions to Original Terms and Conditions.

3.1 Supplemental Services. In addition to performing the services described in the Original Agreement and any supplemental agreements thereto, Consultant shall perform the services described in the Supplemental Scope of Services/Scope of Work, which is attached and incorporated by this reference as **Exhibit A** ("Supplemental Services"). The Supplemental Services may modify, delete, and/or add services to those previously agreed to by the parties and/or may change the total contract amount.

3.2 Payment. City shall pay Consultant for Supplemental Services rendered based upon the Supplemental Schedule of Charges, which is attached and incorporated by this reference as

Exhibit B. The increased amount to be paid for said Supplemental Services is $1,132,878. In no event shall the total amount paid by City for all services exceed the sum of $1,535,885 dollars, including applicable sales taxes, which is the maximum amount to be paid under both the Original Agreement and this Supplemental Agreement. This amount may not be exceeded without prior written authorization from City in the form of an executed supplemental agreement.

3.3 Time of Performance. Consultant shall perform the Supplemental Services with due diligence. In no event shall completion of the Supplemental Services be delayed beyond September 30th, 2023.

3.4 No Other Changes. All provisions of the Original Agreement and any supplemental agreements thereto shall remain in full force except as expressly amended by this Supplemental Agreement.

4. Effective Date

This Supplemental Agreement shall be effective on the last date entered by each party below.

CITY OF BOTHELL

_____

Jennifer Phillips Date
City Manager

CONSULTANT:

_____

By: _____ Date

Its: _____

EXHIBIT A

Supplemental Scope of Services/Scope of Work

[See Attached]

EXHIBIT A
OAC SCOPE OF SERVICES
Amendment 03 – Phase 3 Services

Bothell Fire Stations 42 & 45
Alternative Project Delivery,
Project Management, and Construction Management

Phase 3 – Final Design, Construction, Closeout, and Warranty

Project Phases and Preliminary Durations:

Phase	Description	Estimated Duration
Phase 1	Project Start-up, Pre-Design, and Procurement Method Selection and Approval	April 2019-June 2019 (original contract)
Phase 2	Procurement, Preliminary Design, and Project Validation	July 2019-July 2020 (Amendment 01 and 02)
Phase 3	Final Design, Construction, Closeout, 1 Year Warranty	July 2020-September 2023 (Amendment 03)

Scope of services are developed based on the following format:

A. Task descriptions
B. Deliverables
C. Assumptions

OAC Costs and Expenses:
See Exhibit B – Amendment 03 – Phase 3 Services.

OAC Labor Rates:
See Exhibit B – Amendment 03 – Phase 3 Services.

A. Task Descriptions

P3-100: Project Management
OAC will provide project management services to facilitate efficient progress of the work and keep the City advised of all aspects of work under this agreement. OAC will work with a teaming approach and coordinate its work with City staff, the design-builder, and other project consultants or contractors. OAC will perform the following during Phase 3:

Design Management

a) Design phase management and participation in value analysis and constructability reviews.
b) Review of Interim and Final Basis of Design.

Time and Schedule Management

c) Project planning and scheduling.
d) OAC will develop preliminary milestone schedules to assist with project planning and maintain high visibility to key decisions.
e) OAC will provide schedule analysis based on review of the native format of the design-builder's project schedule. This will include review of schedule logic, actual progress versus planned, analysis of durations, sequence of work, and/or phasing. OAC will provide regular and ad hoc reports for City decision-makers and managers.

Financial Management

f) Management of itemized project budget with work breakdown codes and structure.
g) Review of design-builder provided cashflow projection and periodic updates for the duration of the project.
h) Review and processing of design-builder's monthly progress payment requests.
i) Review of the Guaranteed Maximum Price submittal.
j) Monitor use of contingency funds and allowance.

Document Management

k) Maintain web-based file and document sharing and management system.
l) Document management and control.

Meetings

m) Meeting organization, facilitation, and documentation, including preparation of agendas and meeting minutes.

Quality Management

n) Quality verification and monitoring of design-builder quality management plan.

Risk Management

o) Review of design-builder provided project risk register for risks specific to the City and the project.

Permitting

p) Monitor permit planning and requirements and coordinate with the City and design-builder to facilitate approvals.

Sustainability

q) Monitor and promote development of project goals and activities such as LEED certification or other agreed upon measures.

Partnering/Outreach

r) Coordinate and facilitate partnering meetings with the City and design-builder.
s) Monitor and promote design-builder MWBE participation goals.
t) Community and project participant outreach.

One Percent Art

u) Monitor and adherence to one percent arts program.

P3-200: Project Controls and Workflow Processes

OAC will monitor the overall Project Management Plan. The plan, project controls and workflow processes may include (and are not limited to) the following elements, as deemed necessary by the project team.

a) Project description.
b) Project organization chart and staffing plan.
c) Updates to signed project charter and approach to project partnering (signed by stakeholders, design-builder, and OAC).
d) Communications protocol.
e) Project roles, responsibilities, and authority of team members.
f) Financial limits of authority for signatories.
g) Assist in development and management of submittal, RFI, and change proposal workflow processes. Submittal, RFI and change order review and approval workflow.
h) Quality validation plan.

P3-300: Construction Management and Closeout

OAC will provide construction management services to include the following:

a) Attend construction coordination meetings.
b) Provide site observations reports.
c) Review and confirm that as-built documents are updated by the design builder.
d) Monitor special inspections and testing.
e) Coordinate review of any required mock-up with the City.
f) Coordinate punchlist process for substantial completion and interim milestones.
g) Assist the City in planning and coordinating interim moves and final move-in.
h) Monitor final closeout of permits and affidavits with Labor & Industries.

P3-400: Warranty Period Services

OAC will develop a Warranty Implementation Plan and assist the City in tracking warranty items and corrective actions. One month prior to the end of the one-year warranty period, OAC will conduct a walkthrough with the City to document any outstanding warranty items for corrective action by the design-builder.

P3-500: Building Envelope Services

OAC will provide hourly not-to-exceed services that may include but are not limited to:

P3-501 Design Development

a) Comprehensive Architectural drawing review to address the waterproofing and enclosure components. OAC would provide red-lines, recommendations, and general notes on compatibilities, constructability, and thermal/air barrier.
b) Review the applicable waterproofing and enclosure-related specifications.

P3-502 Construction Documents

c) Back-check Architectural drawing review to verify details, sequencing, products, constructability, and general enclosure-related notes.

P3-503 Bidding / Permitting

d) Response to Contractor pricing questions pertaining to enclosure components and details.
e) Response to permitting comments pertaining to the enclosure.

P3-504 Contract Administration

f) Provide periodic construction observations throughout the project to monitor the installation of the building enclosure-related components and verify that installation is in general conformance with the construction documents.
g) Provide contract administration services including responding to RFIs, reviewing building enclosure-related submittals, shop drawings, and substitution requests, and provide the appropriate close-out documentation.
h) Perform field water testing of a representative sampling of the window assemblies to verify installation and performance of the window assemblies. OAC will assume one day of testing, and an allowance for one additional day of testing as necessary.
i) Administer the required air testing and, as necessary, determine remedial efforts (per WSEC Section C402.5.1.2).

The following services will be provided by Subconsultants:

P3-600: Independent Cost Review and Analysis (by Roen)
OAC will coordinate Independent Cost Review and Analysis
See Exhibit C – Amendment 03 only includes Phase 3 scope of services.

P3-700: Independent Financial Auditing of Design-Builder Costs (by PCC)
OAC will coordinate Independent Financial Auditing of Design-Builder Costs
See Exhibit C – Amendment 03 only includes Phase 3 scope of services.

P3-800: Commissioning Services (by KBA)
OAC will coordinate Commissioning Services
See Exhibit C – Amendment 03 only includes Phase 03 scope of services.

P3-900: Architectural Peer Review Services (by TCA)
OAC will coordinate Architectural Peer Review
See Exhibit C – Amendment 03 only includes Phase 03 scope of services.

B. Deliverables:

1. Project management document control
2. Design-Builder contract/amendment preparation
3. Project Progress Reports (scope, schedule, budget)

4. Recommendations for:
    a) Design-builder Pay Requests
    b) Design Submittals
    c) Requests for Information
    d) Change Proposals
    e) Insurance Requirements
5. Schedule Analysis Findings
6. Budget Analysis Findings
7. Risk Register Findings
8. Site Observation Reports
9. Warranty Management Plan Recommendations
10. Building Envelope Design Review Recommendations
11. Independent Cost Review and Analysis
12. Independent Financial Auditing Recommendations
13. Enhanced Commissioning Recommendations
14. Architectural Peer Review Recommendations

C. Assumptions:

1. Phase 3 duration is from (July 2020-September 2023).
2. One OAC-led project management meeting per week is assumed throughout Phase 3 until the start of the warranty period.
3. The one-year warranty period assumes quarterly site visits and status reports and a one-year warranty walkthrough.

END OF DOCUMENT

EXHIBIT B

Supplemental Schedule of Charges

[See Attached]

EXHIBIT B
OAC COST OF SERVICES
Amendment 03 – Phase 3 Services

Bothell Fire Stations 42 & 45
Alternative Project Delivery,
Project Management, and Construction Management

Phase 3 – Final Design, Construction, Closeout, and Warranty

Project Phases and Preliminary Durations:

Phase	Description	Estimated Duration
Phase 1	Project Start-up, Pre-Design, and Procurement Method Selection and Approval	April 2019-June 2019 (original contract)
Phase 2	Procurement, Preliminary Design, and Project Validation	July 2019-March 2023 (Amendment 01 and 02)
Phase 3	Final Design, Construction, Closeout, 1 year Warranty	July 2020-September 2023 (Amendment 03)

OAC Costs and Expenses: Not to exceed (NTE)

OAC Services Phase III Cost Estimate				
OAC Staff Costs			NTE	Estimated FTE Percent (through closeout, not including warranty)
	Dave Jobs	Principal in Charge	$ 66,539	4%
	Krista Lutz	Sr. Project Manager	$ 464,278	39%
	Adam Johnson	Project Manager	$ 47,088	5%
	Dave Petersen	Scheduler	$ 14,457	1%
	Glen Lyons	Permit Specialist/APM	$ 5,022	1%
	Mary Ganz	Sr. Project Coordinator	$ 165,667	20%
	Subtotal	PM/CM Scope	$ 763,051	71%
	Various Staff	Building Envelope Scope	$ 53,460	NTE
		Subtotal OAC Staff:	**$ 816,511**	NTE
Subconsultant Costs				
Estimating/Cost Review		Total	$ 25,000	NTE
		Design Development Consulting	$ -	included above

		GMP Review	$ -	included above
		Construction Consulting	$ -	included above
Financial Audit		Total	$ 80,167	NTE
		Consulting	$ 10,000	
		DB Phase 2 Selective Procedures Audit	$ 70,167	NTE
Commissioning (Cx)		Total	$ 95,332	NTE
		FS 42 Base Scope	$ 46,984	NTE
		FS 45 Base Scope	$ 41,543	NTE
		CHTI	$ 6,805	NTE
Architectural Peer Review		Total	$ 22,000	NTE
		DD Midpoint Review	$ 19,500	
		60% GMP Review	$ -	included above
		90% CD Review	$ -	included above
		Construction Consulting	$ 2,500	
	Subtotal		$ 222,499	
	Markup on Subs		$ 22,250	10%
		Subconsultant Subtotal:	$ **244,749**	
Management Reserve				Owner Approval Required
Financial Audit			$ 15,000	
		Final Reconciliation	$ 15,000	Optional
Commissioning (Cx)			$ 39,567	
		FS 42 LEED Fundamental Cx	$ 3,479	Optional
		FS 42 LEED Enhanced Cx	$ 9,441	Optional
		FS 42 LEED Building Envelope Bx	$ 7,600	Optional
		FS 45 LEED Fundamental Cx	$ 3,374	Optional
		FS 45 LEED Enhanced Cx	$ 8,453	Optional
		FS 45 LEED Building Envelope Bx	$ 7,220	Optional
	Subtotal		$ 54,567	
	Markup on Subs		$ 5,457	10%
		Management Reserve Subtotal:	**$ 60,024**	
Reimbursables			$ 10,540	

	Markup on Reimbursables		$ 1,054	10%
		Reimbursable Subtotal:	$ 11,594	
		Phase 3 Total:	**$ 1,132,878**	NTE
		Phase 1 Contract	$ 95,000	
		Phase 2 -Amendment 01	$ 308,007	
		Phase 2 -Amendment 02	$ -	Schedule Extension
		Phase 3 - Amendment 03	$ 1,132,878	
		Total Contract Value:	**$ 1,535,885**	

Only Phase 3 scope and fees are proposed within Amendment 03. Below is a summary of total projected costs for OAC's services for Phases 1-3.

Fee Summary

- Phase 1: Contracted Amount - $95,000
- Phase 2: Amendment 01 NTE Amount - $ 308,007
- Phase 2: Amendment 02 NTE Amount - $ 0 (Schedule Extension)
- Phase 1-2: Total Amount - $403,007
- **Phase 3: Estimated NTE Amount (including subconsultants and manager reserve) – $1,132,878**
- Total Anticipated Phase 1-3 Amount- $1,535,885

Rates:
All 2020 OAC hourly rates listed below are subject to 5% annual escalation. Subconsultants, if any, are subject to a 10% markup.

- Principal in Charge - $263
- Project Scheduler - $215
- Structural Engineer - $210
- Senior Project Manager - $205
- Assistant Project Manager - $155
- Permit Specialist $155
- Project Engineer - $142
- Senior Project Coordinator - $138
- Project Coordinator - $128

Building Enclosure Services:

- Senior Director - Building Enclosure Design - $220
- Senior Director – Roof Consulting - $220
- Architect - $185

- Senior Building Enclosure Specialist - $180
- Building Enclosure Specialist - $195
- Building Enclosure Project Coordinator - $140

Reimbursables:

Reimbursable expenses include, without limitation, the following:

- Mileage adjusted to current year IRS rate: 2020 – 57.5 cents a mile.
- Parking, vendor printing and publications, miscellaneous: cost plus 10% markup.

Allocation of fees:

- Fees are to be allocated to each fire station as determined by the City of Bothell.

END OF DOCUMENT

EXHIBIT C
SUBCONSULTANTS TO OAC SERVICES
Amendment 03 – Phase 3 Services

Bothell Fire Stations 42 & 45
Alternative Project Delivery,
Project Management, and Construction Management

Phase 3 – Final Design, Construction, Closeout, and Warranty

Project Phases and Preliminary Durations:

Phase	Description	Estimated Duration
Phase 1	Project Start-up, Pre-Design, and Procurement Method Selection and Approval	April 2019-June 2019 (original contract)
Phase 2	Procurement, Preliminary Design, and Project Validation	July 2019-July 2020 (Amendment 01 and 02)
Phase 3	Final Design, Construction, Closeout, 1 year Warranty	July 2020-September 2023 (Amendment 03)

Consultants listed herein will provide services including, but not limited to, those outlined below at time and expense with a total not-to-exceed (NTE) agreement amount as listed in Exhibit B.

1. Pacific Construction Consultants (PCC)

The base scope of services may include the following:

a) Phase 1B Consulting Services: Review equipment, hardware, software, and vehicle rates; provide benchmarks, provide negotiation support, and other consulting as needed.

b) Phase 2 Selected Procedures Services: Includes testing and verifying that high-risk job cost areas are charged to the project in accordance with the contract terms. The selected procedures will be determined based on PCC's experience with BNBuilders and its subcontractors as well as industry contract standards. We expect that the selected procedures would include some of the testing outlined:

Review and analyze sample of payment applications including labor, burden, material subcontracts, MEP design-build contracts, review other direct and indirect costs and markups. Verify adjustments from DB Phase 1A pay app review have been credited to the job and implemented subsequently.

The following services are optional and subject to owner approval prior to use of funds:

c) Optional Final Reconciliation Services: Final reconciliation between the progress billings and the actual costs substantiated per the GMP contract and GMP subcontract agreements, address credits of salvage of equipment, material scraps, address final actual

costs incurred by the MEP design builder, address final fee and fee on changes, and markups on general liability insurance and B&O tax.

The following hourly rates apply:

		2020	2021	2022
i.	Principal	$167	$171	$174
ii.	Associate	$142	$145	$148
iii.	Sr. Staff Auditor	$127	$130	$132
iv.	Staff Auditor	$117	$120	$122
v.	Clerical	$51	$52	$53

2. Keithly Barber Associates, Inc. (KBA)

The base scope of services may include the following:

The systems within the commissioning (Cx) scope of work are in accordance with the 2018 Washington State Energy Code (WSEC) commissioning requirements and include Design and Construction Phases for FS 42, FS 45 and City Hall TI: HVAC, non HVAC refrigeration systems, water, interior lighting, exterior lighting, lighting controls, lighting functional testing, power service distribution, energy metering, meetings, design submittal, Owner Project Requirements (OPR) review, Basis of Design (BOD) review, basic commissioning specifications and coordination, basic submittal review, site observations, pre-functional checklists, system readiness, functional performance tests, back-check allowance, final commissioning report, facility operations and maintenance plan.

The following services are optional and subject to owner approval prior to use of funds:

The systems within the optional commissioning scope of work are in accordance with LEED V4 requirements and include Design and Construction Phases for FS 42 and FS 45 (no services included for City Hall TI). Additional system requirements beyond WSEC include building enclosure commissioning, renewable energy systems, irrigation systems.

Optional LEED V4 Fundamental Cx Prerequisite Credit Services:

a) LEED V4 Fundamental Envelope (OPR and BOD Envelope Review Only)
b) Provide Final Commissioning LEED Posting
c) Document “Current Facility Requirements and Operations and Maintenance Plan”

Optional LEED V4 Enhanced Cx Credits Services:

Option 1, Path 1, Enhanced Commissioning:
d) CxA Review of Major Product Submittals Manual
e) Provide Seasonal Testing
f) Review Contractor Provided O & M Manuals and Training Plan

g) Provide Systems Manual
h) Post-Occupancy Review

Option 2, Envelope Commissioning:
i) Review Contractor Submittals
j) Confirm Inclusion of Systems Manual & Training Requirements in Construction Documents
k) Confirm Training
l) Include/Confirm Inclusion in Systems Manual
m) Include Seasonal Testing
n) Include Post-Occupancy Review
o) Include Ongoing Cx Plan

The following hourly rates apply (Rates shall increase at a rate of 3% per year beyond the date of completion scheduled at the time of this proposal):

i. Principal or Senior Project Manager/ Primary Cx Authority (SPM/CxA)…$190
ii. Project Manager /Primary Cx Authority (PM/CxA)…….$145
iii. Senior Commissioning Professional (SCxP)…….$145
iv. Commissioning Professional (CxP)…….$135
v. Technical Commissioning Provider (TCx)…….$115
vi. Clerical Support……$80

3. Roen Associates

The base scope of services may include the following:

a) Design Development: Course of design preconstruction consultation and intermittent scope of work construction cost reviews
b) Final Contractor Cost Estimate / GMP: Review / audit of the final cost estimate generated by the design build contractor and provide a detailed report of findings with a collaborative reconciliation process after report is transmitted
c) Course of Construction: Provide detailed reviews of any construction change orders that are submitted (2 to 3 change orders per Station)

The following hourly rates apply:

i. Cost Consultant……$145

4. TCA Architecture and Planning

The base scope of services may include the following:

a) Design Development Midpoint Review
b) 60% Design/GMP Review
c) 90% Construction Document Review
d) Construction Consulting

The following hourly rates apply:

Professional Services

i. Principal Architect ……..$175
ii. Senior Project Architect/ Manager ……$155
iii. Project Architect……$145

Technical Services

i. Project Manager……$135
ii. Design Professional/Support……$120
iii. Administration/Clerical…… $90

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City of Bothell™

City Council
Agenda Bill
AB # 20-089

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Jennifer Phillips, City Manager
Kellye Mazzoli, Assistant City Manager (Presenter)
Carly Joerger, Levy Coordinator (Presenter)

DATE: July 7, 2020

SUBJECT: Consideration of Interlocal Agreement with Northshore Parks and Recreation Service Area for City of Bothell to provide Administrative Services

POLICY CONSIDERATION:

The City Council previously provided policy direction to begin negotiating an interlocal agreement with the Northshore Parks and Recreation Service Area (NPRSA).

If Council approves this item, the City will need to allocate some of its existing resources and hire some additional personnel in order to provide the level of service outlined in the agreement. It is important to note that providing these services will be budget neutral for the City, as the agreement outlines NPRSA's responsibility to pay the City for providing the services. Also, this agreement, as written, would be in effect through the term of the levy, December 2025.

HISTORY:

DATE	ACTION
NOVEMBER 5, 2019	Voters approved NPRSA levy lid lift
FEBRUARY 4, 2020	NPRSA sent request for interest to member agencies
FEBRUARY 26, 2020	City Council directed staff to respond with interest
JUNE 17, 2020	NPRSA approved proposed ILA

In November 2019, voters of the NRPSA passed a levy lid lift to provide funding over the next six years for the operation of the NPRSA and facility improvements for the property and buildings owned by NPRSA. In February 2020, the NPRSA Board sent a letter to each member agency seeking interest in providing the administrative services it needs for overseeing its operations and facility improvements.

At the February 26, 2020 meeting, Bothell City Council directed staff to respond to the letter with interest and begin negotiating an interlocal agreement (ILA). Staff presented the proposed ILA to the NPRSA Board at their June 17, 2020 meeting. The Board approved the ILA, pending legal review.

DISCUSSION: Attached to this Agenda Bill is the interlocal agreement proposed by the City of Bothell and approved by the NPRSA, where the City agrees to provide administrative services for the NPRSA, fully funded by the NPRSA. The following sections provide additional details on the terms of the proposed agreement.

Summary of the ILA

By entering into this interlocal agreement, NPRSA would name the City of Bothell as it's "Administering Agency" and agree to reimburse the City in full for the staff and services provided on behalf of NPRSA. (See Att-2 Estimated Administrative Costs 2020-2025). The goal would be to support the Board in effectively managing the NPRSA's voter-approved levy and the capital repairs to its current property and buildings. If approved as written, or unless otherwise amended or terminated, the agreement would be in effect for the duration of the levy, set to expire December 31st, 2025.

Duties of the City and NPRSA

The interlocal agreement has the NPRSA delegate several responsibilities to the City of Bothell as the NPRSA's "Administering Agency". Entering into the agreement does not compromise the City of Bothell's role and responsibilities as a Member Agency to the NPRSA. The following sections detail the proposed separation of duties and authorities; however, this list is not exhaustive.

Policy Decisions: NPRSA retains its authority as the final policy decision-maker on NPRSA-related matters. The Administering Agency may bring policy items to the Board for consideration based on financial, programmatic, or operational needs.

- NPRSA: proposes legislation to Member Agencies, adopts policies and budgets, and enters into and authorizes execution of contracts.
- Administering Agency: provides policy analysis and recommended action to the Board, prepares and recommends budgets, negotiates and prepares contracts for Board consideration, and executes Board decisions within the scope of the ILA.

Project Management: NPRSA is ultimately responsible for the maintenance of the property and buildings under its ownership, but grants the Administering Agency authority for managing the projects funded by the voter-approved levy.

- NPRSA: authorizes the Administering Agency to execute contracts for goods and services.

- Administering Agency: oversees capital repairs project planning and general management, procures and executes contracts for goods and services, and assesses problems as they arise.

Financial and Asset Management: NPRSA maintains responsibility for sound management of its assets and finances, but can rely on the Administering Agency for professional guidance in meeting its obligations. NPRSA agrees to reimburse the Administering Agency for the full cost of the services it provides.

- NPRSA: continues to use King County as its fiduciary, maintains proper insurance coverage, retains authority to own and sell property, and levy and collect taxes.
- Administering Agency: prepares required financial reports to submit to the State Auditor, supports NPRSA in obtaining insurance coverage, participates in audits of NPRSA, tracks levy expenses, manages grant monies, and provides financial analysis and forecasts to the Board.

General Operations and Administration: NPRSA grants authority to the Administering Agency to provide operations and administration on behalf of the NPRSA including hiring and appointing staff, posting and clerking public meetings, managing public records, and responding to public records requests.

Cost and Scope of Services

The City of Bothell agrees to provide a suite of administrative services to NPRSA at an estimated cost of $195,000 in 2020. This cost represents the full cost of providing staff time, including salary and benefits costs. The ILA includes the following services and associated overhead costs in the agreement.

- Executive Director and Levy Coordination services: provide professional public administration expertise and advice to the Board, oversee capital projects planning, provide general management, procure and execute contracts for goods and services, analyze levy finances and prepare budgets, develop and recommend financial and procurement policies, provide grants management, and prepare and submit quarterly and annual reports to the Board.
- Clerk and Records Management services: clerk meetings of NPRSA, prepare agenda packets, post meeting notices, record and archive meeting minutes, ensure compliance with Public Records Act requirements, archive and manage all public records, and respond to public records requests.
- Financial Reporting services: prepare and submit the Annual Financial Reports to the State Auditor and the Board.

- Emergency Repairs services: when appropriate, provide initial and emergency assessment of problems as they arise.
- General centralized services: these overhead services provide economies of scale and support City staff in their service to NPRSA; information technology, payroll, human resources, and facilities for employees.

The need for these services will likely fluctuate over the next five years as the capital projects progress. The Administering Agency will re-assess the level of administrative needs necessary each year during the NPRSA's annual budget process with NPRSA Board. During the year, if parties agree that additional services are needed than originally proposed, the City of Bothell can provide the additional services and reserves the right to invoice NPRSA for the full cost of the additional services.

Other Terms
To prevent conflicts of interest between the City of Bothell as the Administering Agency and the NPRSA, the City of Bothell may require or recommend that the NPRSA hire outside legal counsel to represent the NPRSA. For example, the NPRSA is required to hire outside legal counsel during the negotiation of this interlocal agreement. If either party is unsatisfied with the agreement, amendments can be made if proposed in writing and signed by both parties. Either party may also terminate the agreement at any time by providing written notice to the other party, effective 60 days after receiving the notice.

FISCAL IMPACTS:

This item obligates the NPRSA to reimburse the City $195,000 in 2020 for the staff and resources the City will dedicate to perform services as its Administering Agency.

Revenues will come from an annual charge to the NPRSA which will be calculated to ensure full cost recovery for the services provided. The services provided will be mutually agreed to each year during the NPRSA's annual budget process. Unless otherwise amended or terminated, the ILA commitment is through the end of 2025, when the levy expires.

ATTACHMENTS:

Att-1. Interlocal Agreement between NPRSA and City of Bothell
Att-2. Estimated Administrative Costs 2020-2025

RECOMMENDED ACTION:

Approve the interlocal agreement with NPRSA for City of Bothell to provide administrative services on behalf of the NPRSA.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOTHELL AND THE NORTHSHORE PARK AND RECREATION SERVICE AREA

This agreement is entered into between the City of Bothell (hereinafter "City"), a municipal corporation incorporated under the laws of the State of Washington and the Northshore Park and Recreation Service Area (hereinafter "NPRSA"); a quasi-municipal corporation, collectively, the "Parties."

WHEREAS, pursuant to King County Ordinance No. 8596 and Snohomish County Ordinance No. 88-066, the voters of the Northshore School District, comprised of portions of both King and Snohomish Counties, approved at the September 20, 1988 primary election the formation of a park and recreation service area with the same boundaries of the Northshore School District; and

WHEREAS, pursuant to RCW 36.68.400, King and Snohomish Counties, along with the City of Bothell, entered into an interlocal agreement in September, 1988, to implement and govern NPRSA; and

WHEREAS, in 2001 King and Snohomish Counties, along with the Cities of Bothell, Woodinville, and Kenmore, entered into an amended interlocal agreement providing for representatives of each entity to participate in governance of NPRSA; and

WHEREAS, each of the Parties of the 2001 amended interlocal agreement makes financial contributions to defray costs associated with governing NPRSA; and

WHEREAS, voters within NPRSA's taxing district approved a measure on the 2019 ballot raising the levy lid to $0.04/$1,000 of assessed value to cover costs for capital improvements to the two buildings owned by NPRSA; and

WHEREAS, NPRSA is solely responsible for the maintenance of its real property and facilities, including but not limited to the buildings leased to the Northshore Senior Center; and

WHEREAS, NPRSA needs professional and administrative services to manage the capital projects, and implement the voter-approved levy; and

WHEREAS, entering into an inter-local agreement for these services with a member agency provides for efficiencies and economies of scale as stated in RCW 39.34; and

WHEREAS, NPRSA solicited interest from the Member Agencies to provide professional and administrative services and only received interest from the City of Bothell with the expectation to be reimbursed in full for the costs of providing its professional expertise; and

NOW THEREFORE; City and NPRSA agree as follows:

I. PURPOSE

The purpose of this agreement is for NPRSA to name City as its "Administering Agency" and for City, as the Administering Agency, to agree to provide professional and administrative services, on behalf of NPRSA, for the purpose of both managing their current facilities and effectuating repairs to said facilities as generally outlined in the Facility Condition Assessment prepared by EMG Corp, dated August 7, 2019. NPRSA will pay City actual value of services in order for City to fully recover its costs. The King County treasurer will remain NPRSA's treasurer pursuant to RCW 36.68.500. NPRSA will retain all other rights and responsibilities, including but not limited to levying and collecting taxes from the NPRSA's taxing district, proposing legislation to its member agencies, approving budgets and adopting policies for budget expenditures, holding meetings following the requirements of the Open Public Meetings Act, entering into and authorizing execution of contracts for goods and services, adopting public procurement policies that do not conflict with those of the Administering Agency, retaining sole ownership of the property and buildings already under its ownership; overseeing the activities the Administering Agency provides to NPRSA, and any other obligations pursuant to any contract or local, state, or federal law.

II. DUTY OF NPRSA

NPRSA will pay City for providing professional and administrative services in accordance with Sections IV(b) and (c) below.

III. AUTHORITIES AND DUTIES OF CITY

Separate and apart from its role as a member agency, City shall have the authority and duty to:

a. Appoint or hire City staff to provide professional and administrative services to NPRSA;
b. Recover the costs of providing the professional and administrative services in full, as agreed to in this agreement and future annual budgets;
c. Present financial and programmatic analysis and recommended action to NPRSA;
d. Clerk the public meetings of NPRSA;
e. Solicit and evaluate bids per the public procurement process;
f. Execute contracts on behalf of NPRSA;
g. Maintain all public records and respond to public records requests related to NPRSA;
h. Recommend financial and procurement policies to NPRSA that align with those of City;
i. Prepare and submit quarterly and annual reports to NPRSA;
j. Submit invoices and receive reimbursement from NPRSA's fiscal agent, King County, for the cost of professional and administrative services and capital improvements;
k. Prepare and submit required financial reports to the State Auditor;
l. Obtain necessary insurance coverage for NPRSA; and
m. Participate in any audits of NPRSA.

IV. COST ALLOCATION AND BUDGET

NPRSA retains final decision-making authority regarding its budget. City will prepare the annual budget and present recommended action to NPRSA so as to fulfill the purpose of this agreement and implement the capital improvements funded through the levy.

a. Scope of Professional and Administrative Services. To fully support the operations and administration of NPRSA, and achieve the economies of scale intended by this agreement, the City will provide services including, but not limited to:
    i. Executive Director and Levy Coordination services: administer the ILA, provide professional public administration expertise and advice to NPRSA, oversee capital projects planning, provide general management, procure and execute contracts for goods and services, analyze levy finances and prepare budgets, develop and recommend financial and procurement policies, provide grants management, and prepare and submit quarterly and annual reports to NPRSA.
    ii. Clerk services: prepare agenda packets, post meeting notices and notify NPRSA board members pursuant to the board's duly adopted bylaws, clerk meetings of NPRSA, and record and archive meeting minutes and actions of NPRSA.
    iii. Records Management services: ensure compliance with Public Records Act requirements, archive and manage all public records, develop and recommend retention policies, and respond to public records requests.

iv. Financial Reporting services: prepare and submit the Annual Financial Reports to the State Auditor and NPRSA.
v. General centralized services: including, but not limited to, information technology, payroll, human resources, legal advice, and facilities for employees. These overhead services provide economies of scale to NPRSA, rather than its employing specific staff positions for each function.
vi. Initial and emergency assessment of problems as they arrive.

b. Estimated Cost for Professional and Administrative Services in 2020. NPRSA agrees to remunerate City $195,000 for professional and administrative services rendered from June 1 through December 31st of 2020. This amount is an estimate. If City anticipates that the actual cost of such services will exceed the estimate above, City shall advise NPRSA and request that NPRSA's board adopt a revised budget for such services before the additional costs are incurred.

c. Cost Allocation for Professional and Administrative Services in Subsequent Years. The parties have determined that the services listed above are needed to support NPRSA in the administration of its levy, with the understanding that the need for some tasks will lessen over the next few years. City will re-assess the level of service needed for general oversight, records management, and implementation of the capital improvements and incorporate the costs of these services into the annual budget, for NPRSA consideration.

V. DURATION

This agreement is effective June 1, 2020, regardless of when each party's authorized representative signs the agreement. The intent of the parties is for the effective date to be June 1, 2020. This agreement shall continue until December 31, 2025 or until the agreement is otherwise modified or terminated as provided hereinafter.

VI. INDEMNIFICATION

To the maximum extent permitted by law, NPRSA will hold harmless from, and indemnify and defend City (including its officers, directors and employees) (the "Indemnified Parties") from and against any and all claims, demands, losses, lawsuits, actions, or liability of any kind or nature, arising out of or relating to the purpose, authority and/or duties of this agreement, PROVIDED THAT NPRSA's duties under this paragraph shall not extend to injuries and damages caused by the sole negligence of the City.

NPRSA specifically waives all immunity and limitations on liability under the workers compensation act, RCW title 51, or any industrial insurance act, disability benefit act or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim. This indemnity obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for NPRSA or a contractor under workers' compensation, disability benefit or other employee benefit laws. NPRSA recognizes that this waiver was specifically entered into and was the subject of mutual negotiation. Provided, however, NPRSA's waiver of immunity by the provisions of this paragraph extends only to claims against NPRSA by City and does not include or extend to any claims by City's employee(s) directly against City.

VII. TERMINATION

This agreement may be terminated at the convenience of either party upon written notice of one party to the other, effective 60 days after receiving the notice. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination.

VIII. MODIFICATION

This agreement may be amended or modified only by a writing signed by both parties.

IX. LEGAL REPRESENTATION

NPRSA agrees to engage its own legal counsel to negotiate this ILA or when requested to do so by City's attorney. City's attorney does not represent and does not have a fiduciary duty toward NPRSA. However, City's attorney will counsel City's staff regarding procurement of goods and services for NPRSA, consistent with City policies, and local, state, and federal law.

X. MISCELLANEOUS PROVISIONS. No separate legal entity is created by this interlocal agreement. City shall be the administrator for this cooperative undertaking. Each party shall retain ownership of its separate real and personal property. This agreement does not contemplate acquisition of joint real or personal property.

XI. NOTICE

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below and given personally or by certified mail. All notices shall be effective upon the date of receipt.

CITY	NPRSA
City Manager	Board Chair
18415 101st Ave NE	10201 E. Riverside Drive
Bothell, WA 98011	Bothell, WA 98011

This agreement is executed by:

CITY OF BOTHELL

Jennifer Phillips: _____ Dated: _____

City Manager

NORTHSHORE PARKS AND RECREATION SERVICE AREA

James McNeal: _____ Dated: _____

Board Chair

Approved as to form:

By:_____

Paul Byrne

City Attorney for City of Bothell

Approved as to form:

By:_____

Jeff Taraday

Limited Engagement Counsel for NPRSA

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Att-2: Estimated Administrative Costs 2020-2025

By entering into the proposed interlocal agreement, the NPRSA agrees to reimburse the City of Bothell for the full cost of providing staff and services, an estimated total of $195,000 in 2020. This total is the result of an initial assessment of the level of administrative services needed to support the NPRSA, listed in Exhibit A. The City of Bothell estimates more administrative support will be needed in 2020-2022 before tapering off over the following years. The costs in Exhibit A are based on estimated percentages of dedicated staff time, which are listed in Exhibit B. The City of Bothell will re-assess these estimates each year through the annual budget process, based on the level of service needed to support the NPRSA.

Exhibit A. Estimated Administrative Costs 2020-2025

	2020	2021	2022	2023	2024	2025
Executive Director	$54,614	$93,623	$95,496	$38,962	$39,742	$40,536
Levy Coordinator	$53,204	$86,407	$88,135	$89,898	$91,696	$93,530
City Clerk	$4,331	$7,424	$7,572	$7,724	$7,878	$8,036
Deputy City Clerk	$13,300	$22,800	$23,256	$23,722	$24,196	$24,680
Records Specialist (LTE)	$31,549	$31,549				
Finance Staff	$1,900	$1,900	$1,900	$1,900	$1,900	$1,900
Facilities Consult	$6,488	$6,488	$6,488	$6,488	$6,488	$6,488
Overhead	$29,614	$29,614	$29,614	$29,614	$29,614	$29,614
Total	***$195,000***	***$279,805***	***$252,462***	***$198,307***	***$201,513***	***$204,784***

In 2020, Administrative Costs represent around 16% of the total anticipated levy revenues. In 2021 and 2022, this percentage increases to 23% and 20% respectively before reducing again to around 16% for the remainder of the levy.

Exhibit B. Estimated Percentage of Staff Time Dedicated to NPRSA

	2020	2021	2022	2023	2024	2025
Executive Director	50%	50%	50%	20%	20%	20%
Levy Coordinator	90%	90%	90%	90%	90%	90%
City Clerk	5%	5%	5%	5%	5%	5%
Deputy City Clerk	20%	20%	20%	20%	20%	20%
Records Specialist (LTE)	100%	50%	-	-	-	-
Finance Staff	Time and materials					
Emergency Assessment	Time and materials					
Overhead	Based on Cost Allocation Methodologies					

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City of Bothell™

City Council
Agenda Bill
AB # 20-090

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Jennifer Phillips, City Manager
Jeanie Ashe, Executive (Presenter)

DATE: July 7, 2020

SUBJECT: Consideration of Letter of Support for Economic Development Administration Grant Application

POLICY CONSIDERATION:

This item asks the City Council to consider supporting the regional grant application to the Economic Development Administration.

A successful grant application would provide the retraining infrastructure and resources for residents who lost their jobs because of COVID-19.

HISTORY:

DATE	ACTION
MARCH 23, 2020	Governor Jay Inslee signed the "Stay At Home, Stay Healthy Order," a proclamation that closed all non-essential businesses.

The "Stay At Home, Stay Healthy Order" was critical legislation to reduce the spread of the coronavirus. A result of the order was Bothell's unemployment rate spiked from 2.5% to 14.8% in two months.

DISCUSSION:

The Eastside Workforce Reskilling Initiative is a partnership of six East King County cities including City of Bellevue, City of Bothell, City of Issaquah, City of Kirkland, City of Redmond and City of Renton. The program establishes a workforce reskilling initiative within the Startup425 partnership. The initiative will address skill gaps expected to increase in the tech, advanced manufacturing and healthcare sectors. A successful grant application will provide re-skilling for residents who lost their jobs because of the coronavirus and contribute to the mitigation of Bothell's unemployment rate.

The reskilling initiative will provide:

- A navigation service to connect individuals to training and reskilling opportunities, service providers and employment opportunities.
- An employer workforce liaison to stay informed on latest trends, connected with employer needs and facilitate direct communication and collaboration with service providers to deliver aligned training and educational requirements that meet the need of the employer.
- Funding to increase capacity of successful reskilling programs.

FISCAL IMPACTS: Signing the letter of support has no financial obligation.

ATTACHMENTS: Att-1. City of Bothell Letter of Support

RECOMMENDED ACTION: Approve the support of the City of Bellevue's and Startup 425's proposal to the U.S. Economic Development Administration (EDA), funding opportunity number PWEAA2020.

City of Bothell™

July 8, 2020

Mr. Jesse Canedo
City of Bellevue
450 - 110th Avenue NE
Bellevue, WA 98004

Re: U.S. Economic Development Administration Grant

Dear Mr. Canedo:

On behalf of the City of Bothell, I am writing in support of the City of Bellevue's and Startup 425's proposal to the U.S. Economic Development Administration (EDA), funding opportunity number PWEAA2020.

East King County (Eastside) was the first epicenter of COVID-19 in the United States, and the impact on the region has been significant. Eastside has seen unprecedented economic impacts, including Bothell's unemployment spiking from 2.5% to 14.8% in two months. This massive level of unemployment among our lowest-income residents poses a threat to income security and the ability of businesses to locate and hire a properly trained workforce.

A successful EDA grant application would provide the necessary infrastructure and resources to align workers, employers, and regional educational institutions to provide training for our most vulnerable residents. With this grant, workers who lost their jobs due to the global pandemic can retrain for family-wage jobs in the Eastside's key economic clusters: tech, advanced manufacturing, and healthcare.

The City of Bothell is eager to collaborate with its Eastside municipal neighbors and Startup 425 in the EDA grant application and the implementation of a successful worker-retraining program. This cooperation is a unique opportunity to work regionally for results that benefit our residents with meaningful programs and services. Should you require additional information or services, please contact Bothell's Economic Development Manager Jeanie Ashe at jeanie.ashe@bothellwa.gov.

Sincerely,

Liam Olsen, Mayor

18415 101st Ave. NE
Bothell, WA 98011
425.806.6100
www.bothellwa.gov

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City of Bothell™

City Council
Agenda Bill
AB # 20-091

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Jennifer Phillips, City Manager

DATE: July 7, 2020

SUBJECT: Consideration of Council's 2021-2022 Biennium Goals and Priorities for Development of 2021-2022 Biennial Budget

POLICY CONSIDERATION: The Council Goals serve as policy direction to the City Manager for the allocation of resources to achieve the Council's agreed upon priorities. This item asks the City Council to consider the proposed goals for 2021-2022 and to provide policy direction to the City Manager on what programs and services should be funding priorities for the 2021-2022 biennial budget.

HISTORY:

DATE	ACTION
OCTOBER 16, 2018	Council adopted goals for the 2019-2020 biennium.
FEBRUARY 19, 2019	Council adopted the Council Goals Scorecard for 2019-2020.
MAY 21, 2019	Staff presented Scorecard Update for 1st Quarter 2019-2020 biennium.
SEPTEMBER 3, 2019	Staff presented Scorecard Update for 2nd Quarter 2019-2020 biennium.
NOVEMBER 19, 2019	Staff presented Scorecard Update for 3rd Quarter 2019-2020 biennium
JUNE 16, 2020	Staff presented Scorecard Update 4th Quarter 2019-2020 with additional information for Budget Workshop
JUNE 23-25, 2020	2021-2022 Budget Workshop

DISCUSSION: Every two years as part of the biennial budget preparation process, the City Council discusses their priorities and establishes goals which are used to guide the development of the budget. During the 2021-2022 Council budget workshop meetings held on June 23-25, 2020, Council received a financial overview report which indicated that without adjustments in revenues and expenditures, the City is facing a $12.5 million deficit for 2021-2022

This is an ongoing structural deficit and was discussed in 2018 during the 2019-2020 biennial budget preparation process. Council also adopted financial policies in February 2020, that are in line with best financial practices for a financially sound and sustainable public agency. Some expenditure adjustments were made in the 2019-2020 budget to address the structural deficit, however, due to COVID-19 and the devasting impacts on the economy, revenues have fallen below projections in 2020 resulting in a $5.4 million shortfall. To mitigate this shortfall, the City laid-off 14 employees, implemented 10% furloughs and placed a hiring freeze on most General Fund positions, and curtailed spending wherever possible resulting in a $3.4 million savings. The City is projected to use nearly $2 million of its Unrestricted General Fund Reserve to balance the 2019-2020 biennial budget, resulting in an estimated $8 million Unrestricted General Fund Balance as of December 31, 2020.

On June 23, staff presented a financial overview to the City Council as part of the 2021-2022 Budget Workshop. The structural deficit discussed in 2018 continues into the 2021-2022 budget development and initial estimates anticipate the deficit to exceed $12 million. Staff has already begun identifying strategies to reduce the deficit but additional policy direction is needed from the City Council for the City Manager to prepare and present a balanced budget, as required by state law.

The City Council was presented with revenue enhancing options for consideration and staff is seeking direction from the City Council if any of the options should be explored for 2021-2022.

The City Council reviewed their 2019-2020 Council goals and discussed which goals they would like to focus on for 2021-2022 given the budget constraints. Based on the Council discussion the following five proposed goals are being presented for Council consideration:

- *Focus financial sustainability*
- *Provide a safe and secure community*
- *Support the health and well-being of our community*
- *Maintain our infrastructure*
- *Foster equitable prosperity for all*

Council goals guide the budget development process and help determine how funds are allocated. Strategic objectives are developed by staff to identify specific and measurable actions towards accomplishing Council goals.

As part of the Budget Workshop, each department presented their preliminary budget estimates, including budget reductions and future opportunities. Based on the proposed goals and Council's discussions and feedback to the City Manager during the workshop, the following priorities were identified by the City Council:
Developing a Strategic Diversity, Equity and Inclusion Initiative
Providing administration for NPRSA
Purchasing and implementing an Agenda Management software system with on-line participation
Expanding the City's community engagement program
Purchasing a long-range forecasting tool
Creating a Security Officer position for Information Services
Purchasing Body Cameras for Police Officers
Installing Red Light cameras at two major intersections to reduce accidents
Installing school zone cameras to protect our children
Launching a Community Court and funding human service organizations
Exploring shared Fire and EMS services

Staff would ask the Council to also provide feedback on the following items
Funding the Downtown EIS
Funding a Senior Long-Range Planner

FISCAL IMPACTS: No direct impacts from this report.

ATTACHMENTS: Att-1. Proposed 2021-2022 Council Goals

RECOMMENDED ACTION: Consider and adopt the proposed 2021-2022 Council Goals and provide policy direction to the City Manager on program and service priorities and revenue enhancements, if any are desired.

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City of Bothell™

City Council Proposed Goals 2021-2022

Focus on financial stability

Provide a safe and secure community

Support the health and well-being of our community

Maintain our infrastructure

Foster equitable prosperity for all

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