

Board Meeting Agenda
20 July 2022, 6:30 PM

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

Public Notice: Pursuant to Governor Inslee's Stay Home, Stay Healthy Proclamation 20-25 and in effort to curtail the spread of the COVID-19 virus, this Board Meeting will be conducted remotely. Members of the public are encouraged to attend and participate in the meeting remotely, as described in more detail below.

To attend the Board Meeting:

- (1) Online at <https://us02web.zoom.us/j/87209269125>
- (2) By Telephone: 1 253-215-8782, Meeting ID 872 0926 9125

To provide Public Comment:

Submit your written Public Comment before 3:00PM (day of meeting) to the Clerk of the Board at barbara.glass@bothellwa.gov.

1. Call to Order – 6:30 PM
2. Public Comment
3. Consent Agenda
 - A. Vouchers signed by the Auditing Officer for invoices paid on 17 June 2022 in the amount of \$18,985.52
 - B. Vouchers signed by the Auditing Officer for invoices paid on 23 June 2022 in the amount of \$117,814.68
4. Reports
 - A. NPRSA Capital Repairs Update, Christine Scotton
 - B. Northshore Senior Center Brief, Nathan Phillips NSC
5. Discussion Items
 - A. Consideration of Agreement JC 2022 with Forma Construction Company for Job Order Contracting Services
 - B. Consideration of Addendum A-21-05-01 amending a Professional Services Agreement with Cornerstone Architectural Group
 - C. Consideration of Minute Order MO-22-08 Receiving the 2022 Q2 Financial Report
6. Future Meetings
7. Adjourn

PRELIMINARY AGENDA: The preceding is a preliminary agenda of the Northshore Park and Recreation Service Area Board. Other items may be added and action taken on matters which do not appear above. For additional information, please contact: Barbara Glass at barbara.glass@bothellwa.gov.

SPECIAL ACCOMMODATIONS: The Northshore Parks and Recreation Service Area strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact Barbara Glass at (425) 419-6426 at least three days prior to the meeting.



TO: Board Chair Rachel Best-Campbell and Members of the NPRSA Board

FROM: Becky Range, Executive Director
Christine Scotton, Program Manager

DATE: 20 July 2022

SUBJECT: Vouchers from 17 June in the amount of \$18,985.52.

ITEM CONSIDERATION: This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 17 June in the amount of \$18,985.52.

FISCAL IMPACTS: These items are budgeted in the 2022 adopted budget.

ATTACHMENTS: Att-1. Voucher Packet in the amount of \$18,985.52 dated 17 June

RECOMMENDED ACTION: Move to approve vouchers for expenses invoiced between 16 May 2022 and 13 June 2022 in the amount of \$18,985.52.



Special District Voucher Approval Document

Scheduled Payment Date: 06/22/2022
Total Amount: \$18,985.52
Control Total: 6
Payment Method: WARRANT

District Name: Northshore Parks and Recreation Service Area
File Name: AP_NOSHRPRK_APSUPINV_20220617091753.csv
Fund #: 251010010

CONTACT INFORMATION	
Preparer's Name: <u>Barbara Glass</u>	Email Address: <u>barbara.glass@bothellwa.gov</u>

PAYMENT CERTIFICATION		RCW (42.24.080)
I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).		
Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :		
<u>Becky Range</u>	<u>Jun 17, 2022</u>	
Authorized District Signature	Date	Authorized District Signature
Authorized District Signature	Date	Authorized District Signature
Authorized District Signature	Date	Authorized District Signature

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable
Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov
Fax: (206) 263-3767

KING COUNTY FINANCE USE ONLY:	
Batch Processed By:	_____
Date Processed:	_____



Special District Voucher Approval Document

District Name: Northshore Parks and Recreation Service Area

File Name: AP_NOSHRPRK_APSUPINV_20220617091753.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CITY OF BOTHELL			11082021	06/13/2022	\$178.40	ADVERTISING REIMBURSEMENT
CITY OF BOTHELL			4042022	05/26/2022	\$80.28	ADVERTISING REIMBURSEMENT
CORNERSTONE ARCHITECTURAL GROUP			232102-13	05/18/2022	\$1,710.00	PEDESTRIAN BRIDGE INVESTIGATION & REPAIR
CORNERSTONE ARCHITECTURAL GROUP			232103-13	05/18/2022	\$10,292.50	NSC HVAC & ROOF REPLACEMENT
NORTHSHORE SENIOR CENTER			NSC22-04	06/08/2022	\$2,274.45	HEALTH ROOM PLUMBING REIMBURSEMENT
THE GORDIAN GROUP			JC2021-005.00	05/16/2022	\$4,449.89	SANDBLASTING GORDIAN FEES



City of Bothell™

INVOICE

BILL TO:
Northshore Parks & Recreation Service Area
10201 E. Riverside Drive
Bothell WA 98011

INVOICE NUMBER: 11082021
INVOICE DATE: 6/13/22
DUE DATE: net 30

barbara.glass@bothellwa.gov

DATE	DESCRIPTION	UNITS	RATE	AMOUNT
11/8/21	Ad # 17144 - NPRSA Request for Notice of Public Hearing publication in the Seattle Times, charged to and paid by the City of Bothell	1	\$98.12	\$98.12
11/8/21	Ad # 17305 NPRSA Request for Notice of Public Hearing publication in the Seattle Times, charged to and paid for by the City of Bothell	1	\$80.28	\$80.28
Total				\$178.40
Amount Paid				\$0.00
Amount Due				\$178.40

PAYMENT CAN BE MADE WITH CHECK, VISA OR MASTERCARD

If you have questions:
Robin Schaefer
425-419-8718
robin.schaefer@bothellwa.gov

MAKE CHECK PAYABLE / MAIL TO:
City of Bothell
Attn: City Clerk
18415 101st Ave NE
Bothell, WA 98011



City of Bothell™

INVOICE

BILL TO:
Northshore Parks & Recreation Service Area
10201 E. Riverside Drive
Bothell WA 98011

INVOICE NUMBER: 4042022
INVOICE DATE: 5/26/22
DUE DATE: net 30

barbara.ramey@bothellwa.gov

DATE	DESCRIPTION	UNITS	RATE	AMOUNT
4/4/22	NPRSA Request for Proposal publication in the Seattle Times, charged to and paid by the City of Bothell	1	\$49.06	\$49.06
			Total	\$49.06
			Amount Paid	\$0.00
			Amount Due	\$49.06

PAYMENT CAN BE MADE WITH CHECK, VISA OR MASTERCARD

If you have questions:
Robin Schaefer
425-419-8718
robin.schaefer@bothellwa.gov

MAKE CHECK PAYABLE / MAIL TO:
City of Bothell
Attn: City Clerk
18415 101st Ave NE
Bothell, WA 98011

The Seattle Times
 1000 Denny Way
 Seattle, Washington 98109-5340

The Seattle Times

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

INVOICE	
Invoice #:	18637
Invoice Date:	4/30/2022
Advertiser #:	191
Advertiser Name:	City of Bothell City Clerk
Agency #:	
Agency Name:	
Due Date:	5/30/2022

Legal Bid Package #1

\$ 49.06

Ad No.	Date	Description	Position	Format
--------	------	-------------	----------	--------

Print - Order 26291

187881	4/4/2022	Northshore Parks and Recreation Service Area (NPRSA) REQUEST FOR PROPOSALS The Northshore Parks and Recreation Service Area (NP	Seattle Times - CL-Legals	
--------	----------	---	---------------------------	--

Legal Bid Package #1

\$ 118.19

Ad No.	Date	Description	Position	Format
--------	------	-------------	----------	--------

Print - Order 26845

189450	4/7/2022	City of Bothell NOTICE OF PUBLIC HEARING The Bothell City Council will conduct a virtual public hearing on Tuesday, April 19,	Seattle Times - CL-Legals	
--------	----------	---	---------------------------	--

Legal Bid Package #1

\$ 100.35

Ad No.	Date	Description	Position	Format
--------	------	-------------	----------	--------

Print - Order 27999

195410	4/26/2022	City of Bothell NOTICE OF PUBLIC HEARING The Bothell City Council will hold a public hearing on Tuesday, May 17, 2022, at 6:00	Seattle Times - CL-Legals	
--------	-----------	--	---------------------------	--

The Seattle Times
 1000 Denny Way
 Seattle, Washington 98109-5340

The Seattle Times

Summary	
Total Net Amount	\$ 267.60
Taxes	\$ 0.00
Total Amount	\$ 267.60
Payments	\$ 0.00
Amount Due	\$ 267.60

Please Return Below Portion With Your Payment

Invoice #	Advertiser #	Advertiser Name	Agency #	Agency Name	Amount Due
18637	191	City of Bothell City Clerk			\$ 267.60

Remittance Address:	Please indicate any changes to billing information:
The Seattle Times PO Box C34805 Seattle, WA 98124-1805 Tel: (206) 464-3200	

000018637000000191700002676024



6161 NE 175th Street, Suite 101
 Kenmore, Washington 98028
 206.682.5000
 cornerstonearch.com

INVOICE

Northshore Parks & Recreation Service Area

18415 101st Ave NE
 Bothell WA 98011

Attn: Christine Disnute

Emailed to: Christine.Disnute@bothellwa.gov; barbara.glass@bothellwa.gov

May 18, 2022

Invoice No. 232102-13

For services rendered through the fifteenth of the month.

Payment Due Upon Receipt

Project No. 232102

NPRSA #01 Pedestrian Bridge Investigation & Repair

SCOPE	RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED	THIS INVOICE
Part 1a Investigation Report					
Architectural - Principal	\$230	2	\$ 460.00	2 \$ 460.00	\$ -
Architectural - Project Manager	\$180	8	\$ 1,440.00	8 \$ 1,440.00	\$ -
Structural - Principal	\$245	2	\$ 490.00	2 \$ 490.00	\$ -
Structural - Engineer	\$150	8	\$ 1,200.00	8 \$ 1,200.00	\$ -
Structual Markup 10%			\$ 169.00	\$ 169.00	\$ -
Environmental - additional services for Asbestos/Lead Testing					\$ -
Environmental Markup 10%					\$ -
Part 2a Construction Documents					
Architectural - Principal	\$230	2	\$ 460.00	2 \$ 460.00	\$ -
Architectural - Project Manager	\$180	8	\$ 1,440.00	8 \$ 1,440.00	\$ -
Architectural CADD Technical Support	\$100	8	\$ 800.00	21 \$ 2,100.00	\$ -
Structural - Principal	\$245	2	\$ 490.00	2 \$ 490.00	\$ -
Structural - Engineer	\$150	4	\$ 600.00	4 \$ 600.00	\$ -
Structural - CADD Drafter	\$110	20	\$ 2,200.00	20 \$ 2,200.00	\$ -
Structual Markup 10%			\$ 329.00	\$ 329.00	\$ -

continued on the next page

NPRSA #01 Pedestrian Bridge Investigation & Repair

SCOPE	RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED	THIS INVOICE
Part 2b Bidding					
Architectural - Project Manager	\$180	8	\$ 1,440.00	15.5 \$ 2,790.00	\$ -
Structural - Engineer	\$150	4	\$ 600.00	3.5 \$ 525.00	\$ -
Structural Markup 10%			\$ 60.00	\$ 52.50	\$ -
Civil - Principal/Sr Project Manager	\$225	16	\$ 3,600.00	3.5 \$ 787.50	\$ -
Civil Markup 10%			\$ 360.00	\$ 78.75	\$ -
Part 2c Construction Administration (CA) & Closeout					
Architectural - Project Manager	\$180	40	\$ 7,200.00	44.5 \$ 8,010.00	9.5 \$ 1,710.00
Structural - Principal	\$245	2	\$ 490.00	\$ -	\$ -
Structural - Engineer	\$150	40	\$ 6,000.00	8 \$ 1,200.00	\$ -
Structural Markup 10%			\$ 649.00	\$ 120.00	\$ -
Part 3 Hazardous Material Testing (ADDITIONAL SCOPE)					
Architectural - Project Manager	\$180	8	\$ 1,440.00	8 \$ 1,440.00	\$ -
Building Envelope Technologist	\$125	8	\$ 1,000.00	8 \$ 1,000.00	\$ -
Architectural CADD Technical Support	\$100		\$ -	2 \$ 200.00	\$ -
Environmental - Engineer	\$120	5	\$ 600.00	\$ 899.25	\$ -
Environmental - Admin	\$100	3	\$ 300.00		\$ -
Environmental - markup 10%			\$ 90.00	\$ 89.93	\$ -
Civil - Engineer IX/Project Manager	\$168	8	\$ 1,344.00	10 \$ 1,680.00	\$ -
Civil - Engineering Designer	\$120	4	\$ 480.00	4.75 \$ 570.00	\$ -
Civill - markup 10%			\$ 182.40	\$ 225.00	\$ -
		TOTAL	\$ 33,907.00	\$ 31,045.93	\$ 1,710.00

Reviewed by:



5/18/2022

Andre Coppin
 Cornerstone Architectural Group
 AC:bc



6161 NE 175th Street, Suite 101
 Kenmore, Washington 98028
 206.682.5000
 cornerstonearch.com

INVOICE

Northshore Parks & Recreation Service Area

18415 101st Ave NE
 Bothell WA 98011

Attn: Christine Disnute

Emailed to: christine.disnute@bothellwa.gov; barbara.glass@bothellwa.gov

May 18, 2022

Invoice No. 232103-13

For services rendered through the fifteenth of the month.

Payment Due Upon Receipt

Project No. 232103

NPRSA #02 NSC HVAC & Roof Replacement

SCOPE	RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED	THIS INVOICE
Task 1 70% CD					
Architectural - Building Envelope Consultant	\$200	20	\$ 4,000.00	20 \$ 4,000.00	\$ -
Architectural - Project Manager	\$180	40	\$ 7,200.00	43.5 \$ 7,830.00	\$ -
Architectural - Building Envelope Technologist	\$125	20	\$ 2,500.00	20 \$ 2,499.50	\$ -
Architectural - CADD Technical Support	\$100	60	\$ 6,000.00	78 \$ 7,800.00	\$ -
Structural - Principal	\$245	2	\$ 490.00	2 \$ 490.00	\$ -
Structural - Engineer	\$150	16	\$ 2,400.00	18 \$ 2,700.00	\$ -
Structural Markup 10%			\$ 289.00	\$ 319.00	\$ -
Environmental - Principal	\$185	4	\$ 740.00	2 \$ 370.00	\$ -
Environmental - Architect/Engineer	\$160	12	\$ 1,920.00	9 \$ 1,440.00	\$ -
Environmental Markup 10%			\$ 266.00	\$ 181.00	\$ -
Mechanical/Electrical - Associate Principal	\$175	16	\$ 2,800.00	17 \$ 2,975.00	\$ -
Mechanical/Electrical - Senior Engineer	\$150	80	\$ 12,000.00	112.5 \$ 16,875.00	\$ -
Mechanical/Electrical - CADD Technician	\$85	100	\$ 8,500.00	62 \$ 5,270.00	\$ -
Mechanical/Electrical - Admin	\$55	8	\$ 440.00	13.5 \$ 742.50	\$ -
Mechanical/Electrical Markup 10%			\$ 2,374.00	\$ 2,586.25	\$ -
Task 2 Bidding					
Architectural - Building Envelope Consultant	\$200	48	\$ 9,600.00	26 \$ 5,200.00	15.5 \$ 3,100.00
Architectural - Project Manager	\$180	40	\$ 7,200.00	\$ -	17.5 \$ 3,150.00
Mechanical/Electrical - Senior Engineer	\$150	28	\$ 4,200.00	20 \$ 3,000.00	24.5 \$ 3,675.00
M/E Markup 10%			\$ 420.00	\$ 300.00	\$ 367.50

continued on the next page.....

NPRSA #02 NSC HVAC & Roof Replacement

SCOPE		RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED		THIS INVOICE	
Task 3 CA								
	Architectural - Building Envelope Consultant	\$200	40	\$ 8,000.00		\$ -		\$ -
	Architectural - Building Envelope Technologist	\$125	120	\$ 15,000.00		\$ -		\$ -
	Structural - Principal	\$245	2	\$ 490.00		\$ -		\$ -
	Structural - Engineer	\$150	16	\$ 2,400.00		\$ -		\$ -
	Structual Markup 10%			\$ 289.00		\$ -		\$ -
	Mechanical/Electrical - Associate Principal	\$175	4	\$ 700.00		\$ -		\$ -
	Mechanical/Electrical - Senior Engineer	\$150	40	\$ 6,000.00		\$ -		\$ -
	M/E Markup 10%			\$ 670.00		\$ -		\$ -
Task 4 Hazardous Material Testing								
	Architectural - Building Envelope Consultant	\$200				\$ -		\$ -
	Architectural - Building Envelope Technologist	\$125				\$ -		\$ -
	Environmental - additional services for Asbestos/Lead Testing					\$ 487.93		\$ -
	Environmental Markup 10%					\$ 48.79		\$ -
			TOTAL	\$ 106,888.00		\$ 65,114.97		\$ 10,292.50

Reviewed by:



5/18/2022

Andre Coppin
 Cornerstone Architectural Group
 AC:bc

From: [Harry Horst](#)
To: [Nathan Phillips](#)
Subject: FW: Pinkys Plumbing LLC - \$2,274.45
Date: Thursday, May 12, 2022 9:32:50 AM

From: noreply@roamdata.com <noreply@roamdata.com>
Sent: Wednesday, May 11, 2022 3:53 PM
To: Harry Horst <HHorst@mynorthshore.org>
Subject: Pinkys Plumbing LLC - \$2,274.45

Pinkys Plumbing LLC
PO Box 68133
SEATTLE, WA 98168

SALE

5/11/2022 3:52 pm PDT
:Entry Mode:
iEntry Legend:
;Payment Type:
:currency Code:
icardholder Name:

Manual!
Keyed **CNPI**
Credit
USDI
n/a

ii 13803

\$2,274.45

Trans ID: 338517197
Trace: 582131823590790
Auth Code: 011603
TRN REF: 213122904048
AVS Results: Z

APPROVED



Item 1

QTY: 1

PRICE: \$2,274.45

Subtotal:

\$2,274.45

Total: \$2,274.45

I AGREE TO PAY THE ABOVE TOTAL AMOUNT
ACCORDING TO THE CARDHOLDER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

Customer Copy

IMPORTANT - Please retain this copy for your records



[i]



Pinky's Plumbing, LLC
P.O. Box 68133
Seattle, WA 98168

Phone: (206) 316-8876
customerservice@pinkysplumbing.biz
www.pinkysplumbing.com

Lie # PINKYPL905LS

BILLING
Northshore Senior Center-
10201 E Riverside Dr
Bothell, WA 98011

JOB LOCATION
Northshore Senior Center
10201 E Riverside Dr
Bothell, WA 98011

Email Address: hhorst@mynorthshore.org

Transaction Date: 5/11/2022

Terms: Due on receipt

Invoice#: i10030

SEE ATTACHED ADDITIONAL REMARKS ON THE CONTINUATION

Item	Description	Quantity	Price	Amount
CT100	Reinstall existing fixtures Will reinstall customer supplied wall hung toilet sloan valve, bed pan sprayer and valve for shower handheld. No warranty on customer supplied parts	1	\$2,065.80	\$2,065.80

Subtotal: \$2,065.80

Tax: \$208.65

Total: \$2,274.45

Payments: \$2,274.45

Balance Due: \$0.00





Pinky's Plumbing, LLC
P.O. Box 68133
Seattle, WA 98168

Phone: (206) 316-8876
customerservice@pinkysplumbing.biz
www.pinkysplumbing.com

Lie# PINKYPL905LS

Authorization

AUTHORIZATION TO PROCEED WITH ABOVE DIAGNOSIS/ SOLUTION -1, the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform Diagnosis/Solution, and to use such labor and materials as you deem advisable. A monthly service charge of 1.5% will be added after 30 days, up to \$1000. I agree to pay reasonable attorney's fees and court costs in the event of legal action. If your check bounces, you could be liable for 3 times the amount of the check or \$100.00, whichever is more, plus the face value of the check and court costs. I have read this invoice and agree to all the terms and conditions set forth and have received a copy of the contract. A one year warranty is provided by Pinky's Plumbing, LLC on new plumbing installations. There is no warranty on customer supplied materials or drain cleaning. Not responsible for existing plumbing or water damage. By agreeing to these terms, Pinky's Plumbing, LLC retains the first right of refusal on all warranty work. Warranty work provided by someone other than Pinky's Plumbing, LLC is the sole responsibility of the authorized representative and voids any future liability from Pinky's Plumbing, LLC. Permits, inspections, and additional work are over and above the written estimate. NOTICE TO CUSTOMER: The Washington State Department of Labor and Industries requires all contractor to provide the following disclosure statement before starting work on contracts priced at \$1,000 or more: This contractor is registered with the state of Washington, registration no. PINKYPL905LS (expiration date 06/10/22), and has posted with the state a bond of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER THE CONTRACT. You may withhold a contractually defined percentage of your construction contract for a stated period of time to provide you protection and to help insure that your project **will** be completed as required by your contract. YOUR PROPERTY MAY BE LIENED, if a materials supplier used in your project or an employee or subcontractor of your contractor or subcontractors is not paid, then your property may be liened to force payment and you could pay twice for the same work. FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries. I HAVE READ, UNDERSTAND, AND HEREBY AUTHORIZE YOU TO PROCEED WITH THE WORK STATED AT THE FLAT RATE PROVIDED

Acceptance

ACCEPTANCE OF WORK PERFORMED. I find the service and materials rendered and installed in connection with the above work mentioned to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete flat rate/minimum charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1.5% will be added after 30 days. All old equipment, parts and debris will be removed and discarded unless by written request at time of service. I acknowledge that I have read and received a copy of this contract.



Pinky's Plumbing, LLC
P.O. Box 68133
Seattle, WA 98168

Phone: (206) 316-8876
customerservice@pinkysplumbing.biz
www.pinkysplumbing.com

Lie # PINKYPL905LS

Attachments

1. [WO_14189IMG_eOff.jpg](#)



Pinky's Plumbing, LLC
 P.O. Box 68133
 Seattle, WA 98168

Phone: (206) 316-8876
 customerservice@pinkysplumbing.biz
 www.pinkysplumbing.com

Lie # PINKYPL905LS

BILLING
Northshore Senior Center
 10201 E Riverside Dr
 Bothell, WA 98011

JOB LOCATION
Northshore Senior Center
 10201 E Riverside Dr
 Bothell, WA 98011

Phone Number: (425) 877-6380

SEE ATTACHED INVOICE/QUOTE FOR ADDITIONAL INFORMATION

Assigned Tech: Tim S.

Completion Date: 5/11/2022

CONTINUATION

Additional Remarks for Invoice Work Performed/Quote

1. NOTES and/or DIAGNOSIS: John Plumbing fixtures in health room bathroom

2. ADDITIONAL REMARKS: -7! Work complete and tested no leaks at this time

3. ADDITIONAL EXCLUSIONS/REMARKS:
P-- Not responsible for existing plumbing or water damage
P-- No Warranty on customer supplied parts
P" Thank you for Choosing Pinky's Plumbing LLC!

4. I Certify that the water pressure measures to be: 70

Technician

Customer

TimS.

5/10/2022

5/10/2022

Zorna Kimball

From: Nathan Phillips
Sent: Tuesday, April 26, 2022 4:22 PM
To: Leah Walz
Cc: Zorna Kimball
Subject: FW: Pinkys Plumbing LLC - \$2,775.48

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Leah,
This is the receipt for the plumbers to remove the toilet in the Nurse's Station in H&W so that NPRSA can replace the flooring/paneling. Please charge to Maintenance and repairs in NPRSA. Zorna will be submitting for reimbursement, so it will be a wash in the financials.

Thank you!

From: noreply@roamdata.com <noreply@roamdata.com>
Sent: Tuesday, April 26, 2022 4:08 PM
To: Nathan Phillips <nathanp@mynorthshore.org>
Subject: Pinkys Plumbing LLC - \$2,775.48

~~~~~  
**Pinkys Plumbing LLC**  
PO Box 68133  
SEATTLE, WA 98168

**SALE**

4/26/2022 4:07 pm PDT

**:Entry Mode:** Manual  
**:Entry Legend:** Keyed CNPJ  
**f,Payment Type:** Credit  
**!Currency Code:** USD)

II 3803 **\$2,775.48** I



Item 1

QTY: 1

PRICE: \$2,775.48



**Subtotal:** \$2,775.48

.....!.....\$2,775.48

TransID:331015133

Auth Code: 026913

TRN REF: 211623900012

AVS Results: Z

**APPROVED**

I AGREE TO PAY THE ABOVE TOTAL AMOUNT  
ACCORDING TO THE CARDHOLDER AGREEMENT  
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

**Customer Copy**

IMPORTANT- Please retain this copy for your records

**WORLDLINE WI,**

Pinky's Plumbing, LLC  
P.O. Box 68133  
Seattle, WA 98168

Phone: (206) 316-8876  
customerservice@pinkysplumbing.biz  
www.pinkysplumbing.com

Lie# PINKYPL905LS

BILLING  
**Northshore Senior Center**  
10201 E Riverside Dr  
Bothell, WA 98011

JOB LOCATION  
**Northshore Senior Center**  
10201 E Riverside Dr  
Bothell, WA 98011

Email Address: hhorst@mynorthshore.org

Transaction Date: 4/26/2022

Terms: Due on receipt

**Invoice #: i9836**

SEE ATTACHED ADDITIONAL REMARKS ON THE CONTINUATION

| Item         | Description                                                                                                                                                                                                                                                                                                                   | Quantity | Price      | Amount     |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|
| CT100        | Remove fixtures for remodel.<br>Unisex bathroom at health room<br>Shut <i>off</i> water to building and drain down. Plumbing fixtures designated by customer and cap water and drain so that vinyl on walls can be replaced. Toilet, sloan valve, toilet hand held sprayer, moen shower valve trim, shower hand held sprayer. | 1        | \$2,065.80 | \$2,065.80 |
| CT100        | Remove urinal from men's restroom<br>Will cap water line at wall and drain inside wall<br>Done as add on to additional work                                                                                                                                                                                                   | 1        | \$455.07   | \$455.07   |
| Subtotal:    |                                                                                                                                                                                                                                                                                                                               |          |            | \$2,520.87 |
| Tax:         |                                                                                                                                                                                                                                                                                                                               |          |            | \$254.61   |
| Total:       |                                                                                                                                                                                                                                                                                                                               |          |            | \$2,775.48 |
| Payments:    |                                                                                                                                                                                                                                                                                                                               |          |            | \$2,775.48 |
| Balance Due: |                                                                                                                                                                                                                                                                                                                               |          |            | \$0.00     |

AID





Pinky's Plumbing, LLC  
P.O. Box 68133  
Seattle, WA 98168

Phone: (206) 316-8876  
customerservice@pinkysplumbing.biz  
www.pinkysplumbing.com

Lie # PINKYPL905LS

## Authorization

AUTHORIZATION TO PROCEED WITH ABOVE DIAGNOSIS/ SOLUTION -1, the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform Diagnosis/Solution, and to use such labor and materials as you deem advisable. A monthly service charge of 1.5% will be added after 30 days, up to \$1000. I agree to pay reasonable attorney's fees and court costs in the event of legal action. If your check bounces, you could be liable for 3 times the amount of the check or \$100.00, whichever is more, plus the face value of the check and court costs. I have read this invoice and agree to all the terms and conditions set forth and have received a copy of the contract. A one year warranty is provided by Pinky's Plumbing, LLC on new plumbing installations. There is no warranty on customer supplied materials or drain cleaning. Not responsible for existing plumbing or water damage. By agreeing to these terms, Pinky's Plumbing, LLC retains the first right of refusal on all warranty **work**. Warranty work provided by someone other than Pinky's Plumbing, LLC is the sole responsibility of the authorized representative and voids any future liability from Pinky's Plumbing, LLC. Permits, inspections, and additional work are over and above the written estimate. NOTICE TO CUSTOMER: The Washington State Department of Labor and Industries requires all contractor to provide the following disclosure statement before starting work on contracts priced at \$1,000 or more: This contractor is registered with the state of Washington, registration no. PINKYPL905LS (expiration date 06/10/22), and has posted with the state a bond of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER THE CONTRACT. You may withhold a contractually defined percentage of your construction contract for a stated period of time to provide you protection and to help insure that your project will be completed as required by your contract. YOUR PROPERTY MAY BE LIENED, if a materials supplier used in your project or an employee or subcontractor of your contractor or subcontractors is not paid, then your property may be liened to force payment and you could pay twice for the same work. FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries. I HAVE READ, UNDERSTAND, AND HEREBY AUTHORIZE YOU TO PROCEED WITH THE WORK STATED AT THE FLAT RATE PROVIDED

## Acceptance

ACCEPTANCE OF WORK PERFORMED. I find the service and materials rendered and installed in connection with the above work mentioned to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete flat rate/minimum charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1.5% will be added after 30 days. All old equipment, parts and debris will be removed and discarded unless by written request at time of service. I acknowledge that I have read and received a copy of this contract.

---





Pinky's Plumbing, LLC  
P.O. Box 68133  
Seattle, WA 98168

Phone: (206) 316-8876  
customerservice@pinkysplumbing.biz  
www.pinkysplumbing.com

Lie# PINKYPL905LS

### Attachments

1. [WO 141761MG\\_4562.jpg](#)
2. [WO 141761MG\\_ff99.jpg](#)
3. [WO 141761MG\\_a45f.jpg](#)



**BILLING**  
**Northshore Senior Center**  
10201 E Riverside Dr  
Bothell, WA 98011

**JOB LOCATION**  
**Northshore Senior Center**  
10201 E Riverside Dr  
Bothell, WA 98011

Phone Number: (425) 877-6380

SEE ATTACHED INVOICE/QUOTE FOR ADDITIONAL INFORMATION

Assigned Tech: Tim S.

Completion Date: 4/26/2022

## CONTINUATION

Additional Remarks for Invoice Work Performed/Quote

1. NOTES and/or DIAGN-OSIS:

If Remove fixtures and cap water and drain lines

-2. ADDITIO-N-AL REMARKS:

Work complete and tested no leaks at thi:timeAll---; fixtures left on site to be reset

3. ADDITIC>NALEXCL-LJSIONS/REMARKS:

i--p N t responsible for exi ting plumbing or water damage

**P** Thank you for Choosing Pinky's Plumbing LLC!

4. I Certify that the water pressure measures to be:

Na

**Technician**

**Customer**

Tim S.

4/26/2022

4/26/2022







### Invoice

|                                                                           |                                    |
|---------------------------------------------------------------------------|------------------------------------|
| <b>To:</b> Northshore Parks WA<br>18415 101st Ave. NE<br>Bothell WA 98011 | <b>Date:</b> 5/16/2022             |
|                                                                           | <b>Document No:</b> CI_57809       |
|                                                                           | <b>Customer Acct#:</b> ORG265469-1 |
|                                                                           | <b>Payment Terms:</b> Net 30       |

### Job Information

|                                                              |                                           |
|--------------------------------------------------------------|-------------------------------------------|
| <b>Job Order No:</b> JC2021-005.01                           | <b>Job Order Volume:</b> 88,997.81        |
| <b>Job Order Title:</b> Sand blasting for Walkway            | <b>Project Manager:</b> Christine Disnute |
| <b>Job Site:</b> 10212 E Riverside Drive, Bothell, WA, 98011 |                                           |
| <b>Work Authorization No:</b> JC2021-005                     |                                           |
| <b>Work Authorization Date:</b> 5/2/2022                     |                                           |
| <b>Owner:</b> 4530 Northshore Parks WA-1                     |                                           |
| <b>Owner Dept :</b> Facilities                               |                                           |
| <b>Contractor:</b> FORMA Construction Company-1              |                                           |
| <b>Contractors Contract No:</b> 181115-1                     |                                           |

### Billing Information

| Item                          | Job Order No / Supplemental No | Job Order       |                   | Amount   |
|-------------------------------|--------------------------------|-----------------|-------------------|----------|
|                               |                                | Volume<br>Hours | / Billing<br>Rate |          |
| JOC Job Order Development Fee | JC2021-005.01                  | 88,997.81       | 3.050%            | 2,714.43 |
| JOC License Fee               | JC2021-005.01                  | 88,997.81       | 1.950%            | 1,735.46 |
| <b>Sub-Total</b>              |                                |                 |                   | 4,449.89 |
| <b>Amount Due in USD</b>      |                                |                 |                   | 4,449.89 |

### Remittance Information

Payments Via ACH/Wire    Financial Institution:    Bank of America  
Account Name:    The Gordian Group, Inc  
ABA:    ACH/EFT: 071923284  
Account Number:    8765331742  
Swift Code:    BOFAUS3N

Payments Via Check    The Gordian Group, Inc.  
PO Box 74008498  
Chicago, IL 60674-8498

Please provide remittance details to [ar@gordian.com](mailto:ar@gordian.com) if the information cannot be encoded in the ACH/Wire transmission or included with the check.



**TO:** Board Chair Rachel Best-Campbell and Members of the NPRSA Board

**FROM:** Becky Range, Executive Director  
Christine Scotton, Program Manager

**DATE:** 20 July 2022

**SUBJECT:** Vouchers from 23 June in the amount of \$117,814.68.

---

|                            |                                                                                                                                         |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>ITEM CONSIDERATION:</b> | This item asks the Board to approve vouchers signed by the Auditing Officer for invoices paid on 23 June in the amount of \$117,814.68. |
| <b>FISCAL IMPACTS:</b>     | These items are budgeted in the 2022 adopted budget.                                                                                    |
| <b>ATTACHMENTS:</b>        | Att-1. Voucher Packet in the amount of \$117,814.68 dated 23 June                                                                       |
| <b>RECOMMENDED ACTION:</b> | Move to approve vouchers for expenses invoiced between 25 May 2022 and 10 June 2022 in the amount of \$117,814.68.                      |



# Special District Voucher Approval Document

**Scheduled Payment Date:** 06/29/2022  
**Total Amount:** \$117,814.68  
**Control Total:** 2  
**Payment Method:** WARRANT

**District Name:** Northshore Parks and Recreation Service Area  
**File Name:** AP\_NOSHRPRK\_APSUPINV\_20220623102819.csv  
**Fund #:** 251010010

|                                       |                                                   |
|---------------------------------------|---------------------------------------------------|
| <b>CONTACT INFORMATION</b>            |                                                   |
| Preparer's Name: <u>Barbara Glass</u> | Email Address: <u>barbara.glass@bothellwa.gov</u> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------|
| <b>PAYMENT CERTIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     | RCW (42.24.080)                        |
| I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s). |                     |                                        |
| <b>Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :</b>                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                                        |
| <i>Becky Range</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Jun 23, 2022</b> |                                        |
| _____<br>Authorized District Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | _____<br>Date       | _____<br>Authorized District Signature |
| _____<br>Authorized District Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | _____<br>Date       | _____<br>Authorized District Signature |
| _____<br>Authorized District Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | _____<br>Date       | _____<br>Authorized District Signature |

**SUBMIT SIGNED DOCUMENT TO:**

King County Accounts Payable  
Attn: Special Districts  
401 5th Avenue, Room 323  
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov  
Fax: (206) 263-3767

|                                      |       |
|--------------------------------------|-------|
| <b>KING COUNTY FINANCE USE ONLY:</b> |       |
| Batch Processed By:                  | _____ |
| Date Processed:                      | _____ |



# Special District Voucher Approval Document

**District Name:** Northshore Parks and Recreation Service Area

**File Name:** AP\_NOSHRPRK\_APSUPINV\_20220623102819.csv

| Payee (Vendor Name)    | Vendor No. | Vendor Site | Invoice No. | Invoice Date | Inv. Amount  | Description                   |
|------------------------|------------|-------------|-------------|--------------|--------------|-------------------------------|
| GREAT FLOORS LLC       |            |             | 108774      | 05/25/2022   | \$117,176.13 | CARPET AND VINYL INSTALLATION |
| STATE AUDITOR'S OFFICE |            |             | L148805     | 06/10/2022   | \$638.55     | NPRSA 3-YEAR AUDIT            |

# GREAT FLOORS, LLC

# INVOICE

REMIT TO:  
GREAT FLOORS  
9021 S. 180TH STREET  
KENT, WA 98032

DATE: May 25, 2022  
INVOICE# 108774

**Bill To:**  
CITY OF BOTHELL  
ACCOUNTS PAYABLE  
18415 101ST AVENUE NE  
BOTHELL, WA 98011

FOR: NORTSHORE  
SENIOR CENTER

| DESCRIPTION                                            | AMOUNT              |
|--------------------------------------------------------|---------------------|
| SUPPLY AND INSTALL FLOORING PER PROPOSAL DATED 2/15/22 | \$99,887.00         |
| ADD VINYL AND BASE PER CHANGE ORDER DATED 3/24/22      | \$6,540.00          |
| <b>Subtotal:</b>                                       | \$106,427.00        |
| TERMS: NET 30 DAYS                                     |                     |
| WSST                                                   | \$ 10,749.13        |
| RETENTION<br>PAID TO DATE                              |                     |
| <b>BALANCE DUE</b>                                     | <b>\$117,176.13</b> |

THANK YOU FOR YOUR BUSINESS!



# Great Floors

## COMMERCIAL SALES

9021 South 180th Street • Kent, WA 98032  
 Phone: 425-251-0200 • Fax: 425-251-6599

### CHANGE ORDER

No. \_\_\_\_\_

TO: City of Bothell  
 18415 101st Ave. NE  
 Bothell, WA 98011

|                                                            |              |                                  |                |
|------------------------------------------------------------|--------------|----------------------------------|----------------|
| <b>Contractor Phone:</b>                                   | 425 806 6100 | <b>Date:</b>                     | March 24, 2022 |
| <b>Job Name - Location</b>                                 |              |                                  |                |
| NHW Senior Center 10201 E. Riverside Dr. Bothell, WA 98011 |              |                                  |                |
| <b>Great Floors Job#</b>                                   | 108774       | <b>Job Phone:</b>                |                |
| <b>G.C. Existing Contract Number - Job#</b>                |              | <b>Date of Existing Contract</b> |                |
|                                                            |              | February 16, 2022                |                |

|                                                                                                           |                                               |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>WE AGREE</b> hereby to make the change(s) specified below:                                             |                                               |
| Add Armstrong Vinyl <b>AR88</b> 1736 Sandstone at first floor restrooms.                                  | \$ 6,540.00                                   |
| Demo existing vinyl and base,                                                                             |                                               |
| Furnish and install new 4" rubber cove base color 114 Lunar Dust                                          |                                               |
| Heat weld seams                                                                                           |                                               |
| Sales tax 10.1%                                                                                           | \$ 660.54                                     |
| Stalls to be removed and reset by others. Wall mount toilets to remain in place.                          |                                               |
|                                                                                                           |                                               |
|                                                                                                           |                                               |
|                                                                                                           |                                               |
|                                                                                                           |                                               |
| <b>WE AGREE</b> hereby to make the change(s) specified above at this Price:      --- > <b>ADD/ DEDUCT</b> | \$ 7,200.54                                   |
| <b>Date:</b>                                                                                              | <b>PREVIOUS CONTRACT AMOUNT</b> \$ 109,975.59 |
| <b>Authorized Signature Great Floors:</b>                                                                 | <b>REVISED CONTRACT TOTAL</b> \$ 117,176.13   |

**ACCEPTED -**      Date: Mar 24, 2022      Signature: [Signature]

The above prices and specifications of this Change Order are satisfactory and hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract, unless otherwise stipulated.



# Invoice Voucher

Remit To: State Auditor's Office  
POBox40021  
Olymvia. WA 98504-0021  
Federal ID No. 91-6001098



PaRe: 1 of 1  
Invoice No.: L148805  
Invoice Date: 06/10/2022  
MCAG No.: 0805  
County: King

Northshore Park and Recreation Service Area  
Attn: Carly Joerger, Northshore Parks and Recreation Service  
18415 101st Ave NE  
Bothell, WA 98011

Now accepting electronic payments  
Send to: Washington State Auditor's Office  
Routing: 123000848 Account: 153911801147  
Account type: Checking  
**Please include invoice number**

(Return this portion with your payment)

State Auditor's Office

(Detach and retain for your records)

Entity Name: Northshore Park and Recreation Service Area

Invoice No.: L148805

Invoice Date: 06/10/2022

Audit No.: 47425

Audit Period: 18 - 20

Purchase Order:

| Month/Year        | Work Performed  | Bill Rate | Hrs        | Amount          | Travel/Other Expenses | Total           |
|-------------------|-----------------|-----------|------------|-----------------|-----------------------|-----------------|
| 05/22             | Financial Audit | \$116.10  | 5.5        | \$638.55        | \$0.00                | \$638.55        |
| <b>Sub Total:</b> |                 |           | <b>5.5</b> | <b>\$638.55</b> | <b>\$0.00</b>         | <b>\$638.55</b> |

**Total Due This Invoice:**  
(Hrs rounded to nearest tenth)

**5.5      \$638.55      \$0.00      \$638.55**



**TO:** Chair Best-Campbell and Members of the NPRSA Board

**FROM:** Becky Range, Executive Director  
 Christine Scotton, Program Manager (Presenter)

**DATE:** 20 July 2022

**SUBJECT:** Consideration of Agreement JC 2022 with Forma Construction Company for Job Order Contracting Services

**POLICY CONSIDERATION:** This item asks the Board to consider awarding a contract under its current Job Order Contracting Program to Forma Construction Company.

| <b>HISTORY:</b> | <b>DATE</b>             | <b>ACTION</b>                                                                                                                                                                                     |
|-----------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | <b>16 DECEMBER 2020</b> | NPRSA Board authorizes use of Job Order Contracting.                                                                                                                                              |
|                 | <b>17 MARCH 2021</b>    | NPRSA Board approves Agreement A-21-03 with the City of Everett for Cooperative Purchasing and Professional Services Agreement A-21-04 with the Gordian Group for Job Order Contracting Services. |
|                 | <b>17 NOVEMBER 2021</b> | NPRSA Board approves Agreement A-21-09 with the City of Everett for Cooperative Purchasing.                                                                                                       |
|                 | <b>19 JANUARY 2022</b>  | NPRSA Board approves Professional Services Agreement A-22-01 with the Gordian Group for Job Order Contracting Services.                                                                           |

**DISCUSSION:** Job order contracting is an alternative public works procurement and contracting method that will facilitate the NPRSA’s Capital Repairs Plan. Rather than soliciting bids for each individual project, the NPRSA issues work orders to the contractor who then sub-contracts the work. To develop the work orders, the NPRSA works with the Gordian Group, a consultant specializing in job-order contracting and providing expertise on using the unit-price book to craft work orders that match project scope and budget.

This procurement method is authorized in state law because of the specific process by which the prime contractor is selected. The contractor submits a percentage mark-up or mark-down based on the information provided in the

unit-price book. This approach allows competitive bidding, while offering some price guarantee and project flexibility to the NPRSA.

The NPRSA has previously used job order contracting through cooperative purchasing with the City of Everett. Because capital outlay was projected to exceed shared capacity, the NPRSA created its own job order contracting program under Professional Services Agreement A-22-01 with the Gordian Group. Following the approval of the agreement by the Board, NPRSA staff issued a request for proposals to prime contractors. Staff received one proposal, from Forma Construction Company. Forma has been the prime contractor on all of the NPRSA's previous job order contracts.

If awarded, this contract will allow the NPRSA to continue using job order contracting services through the Gordian Group and to continue working with a contractor who is already familiar with the facilities and unique needs of the NPRSA.

**FISCAL IMPACTS:** This item has no direct fiscal impact to the NPRSA.

**ATTACHMENTS:** Att-1 JC 2022 NPRSA Job Order Contract

**RECOMMENDED ACTION:** Move to approve JC 2022 and award the job order contract to Forma Construction Company.

# NORTHSHORE PARKS AND RECREATION SERVICE AREA, WASHINGTON JOB ORDER CONTRACT

THIS JOB ORDER CONTRACT (hereinafter “the Contract”) is entered into by and between the Northshore Parks and Recreation Service Area (hereinafter “the District” or “NPRSA”) and Forma Construction Company (hereinafter “the Contractor”). The District and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **SECTION 1 – WORK**

The Contractor shall complete all Work as specified or indicated in the Contract Documents.

The Work is generally described as follows:

The Work of this Contract will be set forth in each Detailed Scope of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Prepriced Tasks.

## **SECTION 2 – DISTRICT REPRESENTATIVES**

- 2.1 **Project Manager:** The District will appoint a Project Manager for each Job Order, who shall be the District’s representative, assume all duties and responsibilities and have the rights and authority assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with the Job Order and the Contract Documents.
- 2.2 **Contract Administrator:** The JOC Contract Administrator is designated by the District to manage the Job Order Contracting program for the District. The Contract Administrator will oversee the execution of the program on behalf of the District and will provide overall guidance to the Project Managers and Contractor(s) in the execution of Job Orders. The Contract Administrator shall intervene in disputes or disagreements between the Project Manager and the Contractor. The Contract Administrator also may exercise any authority granted to Project Managers under the Contract Documents with respect to any Job Order at any time.

## **SECTION 3 – CONTRACT TIME**

- 3.1 The Base Term of the Contract is two (2) years.
- 3.2 There is one (1) bilateral Option Term. Both parties must agree to extend the Contract for the Option Term. The duration of the Option Term is one year.
- 3.3 The District and the Contractor may agree to extend the Option Term.

- 3.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and/or the guarantee period may continue after the Contract term has expired. All terms and conditions of the Contract apply to each Job Order.
- 3.5 The Contractor shall commence work upon issuance of a Job Order and shall complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

**SECTION 4 – CONTRACT PRICE**

- 4.1 The District shall pay the Contractor for completion of each Detailed Scope of Work in accordance with the Contract Documents.
- 4.2 The Contract is an indefinite-quantity contract for general construction work and services. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract is Twenty-Five Thousand Dollars (\$25,000). The Estimated Annual Value is two Million Dollars (\$2,000,000) for the District’s Job Order Contracting Program. The District reserves the right to issue up to the maximum amount specified in RCW 39.10.40 of Four Million Dollars (\$4,000,000) per year or such greater amount that may be authorized by statute. The Maximum Contract Value shall not exceed the value set forth in the RCW.
- 4.3 The Contractor is not guaranteed to receive the Estimated Annual Value. It is merely an estimate. Owner has no obligation to give the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.
- 4.4 The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:

**Normal Working Hours Adjustment Factor (General Facilities)**

7:00 am to 4:00 pm Monday through Friday, except for District Holidays.

**Other Than Normal Working Hours Adjustment Factor (General Facilities)**

4:01 pm to 6:59 am Monday through Friday, and all-day Saturday, Sunday and District Holidays.

**Normal Working Hours Adjustment Factor (Secured Facilities)**

7:00 am to 4:00 pm Monday through Friday, except for District Holidays.

**Other Than Normal Working Hours Adjustment Factor (Secured Facilities)**

4:01 pm to 6:59 am Monday through Friday, and all-day Saturday, Sunday and District Holidays.

**Non-Prepriced Adjustment Factor: 1.3120.**

## **SECTION 5 – PAYMENT PROCEDURES**

The Contractor shall submit Applications for Payment in accordance with Article 12 the General Conditions. Applications for Payment will be processed by the Contract Administrator with approval by the Project Manager as provided in the General Conditions.

- 5.1 Progress Payments. The District shall make progress payments on account of the Job Order Price on the basis of the Contractor's Invoices as recommended by Project Manager and Contract Administrator in accordance with the General Conditions. All progress payments will be on the basis of the progress of the Work as established in the General Conditions (and in the case of Unit Price Work based on the number of units completed).
- 5.2.1 Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions, District shall pay the remainder of the Job Order Price as recommended by Project Manager and Contract Administrator. A Certificate of Completion signed by the Project Manager is required prior to payment of any final invoice(s).
- 5.2.2 Schedule. As determined by the Project Manager, progress payments shall be made per the Project Payment Schedule.
- 5.2.3 Separate Contract. Per RCW 39.10.450, for purposes of chapters 39.08, 39.12, 39.76, and 60.28 RCW, each Job Order issued shall be treated as a separate contract. The Contractor will provide the bonds as set forth in the RFP and in the General Conditions on the forms provided by the District.

## **SECTION 6 – INDEMNIFICATION**

The indemnity and defense obligations in this Section 6 are in addition to any other indemnity and defense obligation elsewhere in the Contract Documents.

A. The Contractor will defend and indemnify the District from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by the Contractor relating to, or arising out of its performance of, this Contract. The Contractor will defend and indemnify the District whether a Claim is asserted directly against the District, or whether a Claim is asserted indirectly against the District, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the District. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the District. The District retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the District.

B. The Contractor's obligations under this Section shall not apply to Claims caused by the sole negligence of the District. If: (1) RCW 4.24.115 applies to a particular Claim; and (2) such Claim is caused by or results from the concurrent negligence of: (a) the Contractor, its employees, subcontractors/subconsultants or agents; and (b) the District, then the Contractor's obligations under this Section 6 shall apply only to the extent allowed by RCW 4.24.115.

C. As used in this section: (1) "District" includes the District's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the District, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes the Contractor, its employees, agents, representatives and subcontractors.

D. The Contractor waives any right of contribution against the District. It is agreed and mutually negotiated that in any and all claims against the District, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. The Contractor's and District's signatures hereto indicate specific waiver of the Contractor's industrial insurance immunity in order to fulfill this indemnity. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

## **SECTION 7 – CONTRACTOR'S REPRESENTATIONS**

The Contractor makes the following representations:

- 7.1 The Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 The Contractor is fully qualified to perform the Work to be performed hereunder in a competent and professional manner.
- 7.3 The Contractor has given the Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Project Manager is acceptable to the Contractor.

## **SECTION 8 – CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between the District and the Contractor concerning the Work consist of the following:

- 8.1 This Contract and its exhibits, if any. In a Federally Funded Job Order (as defined in the General Conditions) this Contract includes the applicable current Federal Contract Clauses, which the District will specifically designate in the Job Order. These Federal Contract Clauses are only applicable to that specific Federally Funded Job Order and have no force or effect with respect to any other Job Order. A Federally Funded Job Order may also include

one-time changes to the Contract Documents specifically for that Job Order signed for the District by the Contract Administrator as necessary to coordinate the requirements of the applicable Federal Contract Clauses with the requirements of the Contract Documents.

- 8.2 General Conditions, attached hereto and incorporated by reference.
- 8.3 Supplementary Conditions, attached hereto and incorporated by reference.
- 8.4 The RFP and all addenda, incorporated by reference.
- 8.5 Contractor's Proposal, incorporated by reference. If there is inconsistency between any provision of the Contractor's Proposal and any other Contract Document, then the provision imposing the more stringent requirement on the Contractor will control.
- 8.6 The Construction Task Catalog® and Technical Specifications, incorporated by reference.
- 8.7 All Job Orders and related documents, including but not limited to, the Detailed Scope of Work with Drawings and/or Specifications, Request for Proposal, Price Proposal, Job Order Proposal, Notice to Proceed, submittals, record documents, and all required close-out documentation and warranties, incorporated by reference. If there is inconsistency between any provision of the documents listed in this Section 8.7 and any other Contract Document, then the provision imposing the more stringent requirement on the Contractor will control.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions or Supplementary Conditions.

All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. In cases of conflict in the requirements and provisions as set out by the Contract Documents, the specifications, or the drawings, such conflict shall be reconciled by the order of precedence in the order the Contract Documents are set forth above.

Additionally, in the event of conflicting provisions within the Job Order Contract, the following order of precedence with item (a) representing the highest precedence for resolution of the conflict shall apply:

- a) Contract Modifications (later takes precedence over earlier)
- b) Job Order Contract
- c) Addenda (later takes precedence over earlier)
- d) Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders)
- e) Request for Proposals
- f) General Terms and Conditions
- g) Special and Supplementary Conditions (when provided)
- h) The Construction Task Catalog®
- i) Gordian Technical Specifications

Any modification of any Contract Document listed in sections 8.1 to 8.6 above requires an amendment executed by an authorized representative of the District and by an authorized representative of the Contractor. Changes to Contract Documents listed under Section 8.7 may be



executed by an authorized representative of the Contractor and by the Project Manager or the Contract Administrator for the District.

## **SECTION 9 – PREVAILING WAGES**

Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor will be required to file prevailing wage intents and affidavits with the Washington State Department of Labor & Industries for each Job Order. A Federally-Funded Job Order may specify the Davis-Bacon Act and Copeland Anti-Kickback Act, in which case the Contractor shall comply with these requirements. The Contractor will pay Washington state prevailing wages or Davis-Bacon wages, whichever is higher.

## **SECTION 10 – MISCELLANEOUS**

- 10.1 Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 District and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 This Contract is governed by the laws of the State of Washington, without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be exclusively brought in the Superior Court of King County, Washington.
- 10.5 Force Majeure: Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Contract during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Contract, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

- 10.6 Nondiscrimination: In hiring or employment made possible or resulting from this Contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.
- 10.7 Integration: The agreement between the parties shall consist of this Contract and its Appendices 1 & 2, the Request for Proposals, including the Scope of Work and Proposal form, and all Supplementary Conditions. These writings constitute the entire agreement of the parties and shall not be amended except by a writing executed by both parties. In the event of any conflict between this written Contract and any provision in the Contract Documents, the order of precedence shall apply.
- 10.8 This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the District, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Contractor as stated herein.
- 10.9 Counterpart Originals: This Contract may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original Contract, and all of which shall constitute one Contract. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

IN WITNESS WHEREOF, NPRSA and the Contractor have signed this Contract. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original.

|                                                                         |
|-------------------------------------------------------------------------|
| <b>NORTHSHORE PARKS AND RECREATION SERVICE AREA, WASHINGTON</b>         |
| ATTEST/AUTHENTICATED:<br><br>_____<br>District Clerk<br><br>Date: _____ |
| APPROVED AS TO FORM:<br><br>_____<br>Office of the City Attorney        |

|                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR</b><br><br>_____<br>Forma Construction Company<br><br>By: <u>Brian Rich</u><br><br>_____<br>Brian Rich<br>Typed/Printed Name:<br><br>Title: <u>Vice President</u><br><br>Date: <u>June 28, 2022</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PERFORMANCE BOND**

**Bond No.:** 023221757

NPRSA has awarded to Forma Construction Company (Principal), a contract for the construction of the project designated as Job Order Contracting General Construction Services 2022 - Years 1 & 2, (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Liberty Mutual Insurance Company (Surety), a corporation organized under the laws of the State of Massachusetts and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to NPRSA in the sum of Two Million US Dollars (\$2,000,000.00), subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. Signed and Sealed on this 29th day of June, 2022

PRINCIPAL Forma Construction Company  
Brian Rich

SURETY Liberty Mutual Insurance Company  
Holli Albers

Printed Name: Brian Rich

Printed Name: Holli Albers

Title: Vice President

Title: Attorney-in-Fact

Name, address, and telephone number of local office/agent of Surety is:

Propel Insurance  
1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402  
253-759-2200

APPROVED AS TO FORM:  
Office of the District Attorney

**PAYMENT BOND**

**Bond No.** 023221757

NPRSA has awarded to Forma Construction Company (Principal), a contract for the construction of the project designated as Job Order Contracting General Construction Services 2022 \* (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW. \* Years 1 & 2

The Principal, and Liberty Mutual Insurance Company (Surety), a corporation organized under the laws of the State of Massachusetts and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to Northshore Parks and Recreation Service Area in the sum of Two Million US Dollars (\$2,000,000.00), subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work and shall pay the taxes, increases, and penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

Signed and Sealed on this 29th day of June, 2022

PRINCIPAL Forma Construction Company  
*Brian Rich*

SURETY Liberty Mutual Insurance Company  
*Holli Albers*

Printed Name: Brian Rich

Printed Name: Holli Albers

Title: Vice President

Title: Attorney-in-Fact

Name, address, and telephone number of local office/agent of Surety is:

Propel Insurance  
1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402  
253-759-2200

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Office of the District  
Attorney

**RETAINAGE BOND**

**Bond No.** 023223244

KNOW ALL MEN BY THESE PRESENTS, that Forma Construction Company, a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and <sup>Liberty Mutual Insurance Company</sup>, a corporation organized under the laws of the State of Massachusetts and registered to transact business in the in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to Northshore Parks and Recreation Service Area, Washington, hereinafter called "District", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of One Hundred Thousand and No /100's Dollars (\$100,000.00 ) the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on \_\_\_\_\_, the Principal executed a contract (the "Contract") with the District known as:

**Project Name: RFP JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION SERVICES**

And,

WHEREAS, said Contract and RCW Chapter 60.28 require the District to withhold certain funds from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds"; and

WHEREAS, the Principal requested that the District release the earned retained funds, as allowed under Chapter 60.28 RCW;

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the District to indemnify, defend and hold the District harmless from any and all loss, costs or damages that the District may sustain by reason of release of said earned retained funds to the Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW and the Contract.
2. The Surety hereby consents to and waives notice of any extension in the time for performance

of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order.

3. Until written release of this obligation by the District, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.
4. Chapter 60.28 RCW authorizes the District to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.
5. Any claim or suit against the District to foreclose the liens provided for by Chapter 60.28 RCW shall be effective against the Principal and the Surety and any judgment under Chapter 60.28 RCW against the District shall be conclusive against the Principal and the Surety.
6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

SIGNED AND SEALED THIS 29th of June, 2022.

Forma Construction Company  
Principal

By Brian Rich

Typed/Printed Name: Brian Rich Its Vice President

Liberty Mutual Insurance Company  
Surety

By Holli Albers

Typed/Printed Name: Holli Albers

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207353-023049

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner; Alyssa J. Lopez; Amber Lynn Reese; Amelia G. Burrill; Annelies M. Richie; Brandon K. Bush; Brent E. Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L. Jay; Dana Marie Brinkley; Diane M. Harding; Donald Shanklin, Jr.; Eric A. Zimmerman; Erica E. Mosley; Holli Albers; Jacob T. Haddock; James B. Binder; Jamie L. Marques; Julie R. Truitt; Justin Dean Price; Kari Michelle Motley; Katharine J. Snider; Lindsey Elaine Jorgensen; Lois F. Weathers; Michael Mansfield; Misti M. Webb; Sara Sophie Sellin; Tamara A. Ringeisen

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of February, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of June, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**FORMA CONSTRUCTION COMPANY**

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) ▶ \_\_\_\_\_

**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) **5**

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.  
**500 COLUMBIA ST NW STE 201**

6 City, state, and ZIP code  
**OLYMPIA, WA 98501**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## 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.

Social security number

|  |  |  |   |  |  |  |   |  |  |  |
|--|--|--|---|--|--|--|---|--|--|--|
|  |  |  | - |  |  |  | - |  |  |  |
|--|--|--|---|--|--|--|---|--|--|--|

or

Employer identification number

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 9 | 1 | - | 1 | 3 | 1 | 9 | 9 | 0 | 4 |
|---|---|---|---|---|---|---|---|---|---|

**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.

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶     Date ▶ **1-31-22**

## 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](http://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.



STATE OF WASHINGTON

# BUSINESS LICENSE

Issue Date: May 13, 2022

Profit Corporation

Unified Business ID #: 600604496

Business ID #: 001

Location: 0001

Expires: Dec 31, 2022

FORMA CONSTRUCTION COMPANY  
STE 201  
500 COLUMBIA ST NW  
OLYMPIA WA 98501-4447

UNEMPLOYMENT INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

### CITY ENDORSEMENTS:

- TUMWATER GENERAL BUSINESS #R-000861 - ACTIVE
- OLYMPIA GENERAL BUSINESS #1788 - ACTIVE
- KELSO GENERAL BUSINESS - NON-RESIDENT #A040351 - ACTIVE
- MOUNT VERNON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- MUKILTEO GENERAL BUSINESS - NON-RESIDENT (EXPIRES 4/30/2023) - ACTIVE
- PUYALLUP GENERAL BUSINESS - NON-RESIDENT #2010166 - ACTIVE
- LAKEWOOD GENERAL BUSINESS - NON-RESIDENT #BL13-00872 - ACTIVE
- BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT #45289 - ACTIVE
- CENTRALIA GENERAL BUSINESS - NON-RESIDENT #10931 - ACTIVE
- CHEHALIS GENERAL BUSINESS - NON-RESIDENT #17-0005 - ACTIVE
- YELM GENERAL BUSINESS - NON-RESIDENT #10082 - ACTIVE
- SHELTON GENERAL BUSINESS - NON-RESIDENT #0055850 - ACTIVE
- KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL-0005013 - ACTIVE
- ANACORTES GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- BELLINGHAM GENERAL BUSINESS #053573 - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 600604496 001 0001

STATE OF WASHINGTON

Expires: Dec 31, 2022

FORMA CONSTRUCTION  
COMPANY  
STE 201  
500 COLUMBIA ST NW  
OLYMPIA WA 98501-4447

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION - ACTIVE  
TUMWATER GENERAL BUSINESS #R-000861 - ACTIVE  
OLYMPIA GENERAL BUSINESS #1788 - ACTIVE  
KELSO GENERAL BUSINESS - NON-RESIDENT #A040351 - ACTIVE  
MOUNT VERNON GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
MUKILTEO GENERAL BUSINESS -

FOLD HERE



**TO:** Chair Best-Campbell and Members of the NPRSA Board

**FROM:** Becky Range, Executive Director  
Christine Scotton, Program Manager (Presenter)

**DATE:** 20 July 2022

**SUBJECT:** Consideration of Addendum A-21-05-01 amending a Professional Services Agreement with Cornerstone Architectural Group

**POLICY CONSIDERATION:** This item asks the Board to consider adjusting a Professional Services Agreement with Cornerstone Architectural Group to increase contract capacity from \$200,000 to \$400,000. If approved, the NPRSA will be able to continue to contract with Cornerstone for projects in the Capital Repairs Plan.

| <b>HISTORY:</b> | <b>DATE</b>          | <b>ACTION</b>                                                                                     |
|-----------------|----------------------|---------------------------------------------------------------------------------------------------|
|                 | <b>22 APRIL 2021</b> | NPRSA Board approves Professional Services Agreement A-21-05 with Cornerstone Architectural Group |

**DISCUSSION:** On 22 April 2021, the NPRSA Board approved a Professional Services Agreement with Cornerstone Architectural Group to provide architectural design services for the projects identified in the Capital Repairs Plan. Per the agreement, the amount paid by the NPRSA for services rendered under the contract would not exceed \$200,000.

The original figure did not account for the complexity of the NPRSA's capital repair projects or for Cornerstone's involvement in construction administration. As of July 2022, the NPRSA has paid approximately \$175,000 under this contract. Cornerstone expects that the remaining design work for the projects tentatively scheduled for 2023 will exceed current capacity.

This item asks the Board to consider amending the existing Professional Services Agreement with Cornerstone to increase the spending cap from \$200,000 to \$400,000. This is an arbitrary figure that Staff expect will allow the NPRSA to continue contracting with Cornerstone for the remainder of the contract term.

**NPRSA Board**  
**Agenda Bill**  
Item # 5B

**FISCAL IMPACTS:** | This item has no direct fiscal impact to the NPRSA. Expenses under the Agreement are budgeted under capital outlay and the general fund balance.

**ATTACHMENTS:** | Att-1 Addendum A-21-05-01  
Att-2 Professional Services Agreement A-21-05 (executed)

**RECOMMENDED ACTION:** | Move to approve A-21-05-01 and amend the Professional Services Agreement with Cornerstone Architectural Group to increase capacity from \$200,000 to \$400,000.

**ADDENDUM TO NORTSHORE PARKS AND RECREATION SERVICE AREA  
PROFESSIONAL SERVICES AGREEMENT  
Contract No. A-21-05-01**

This Addendum to the Professional Services Agreement, Contract No. A-21-05-01 (“Addendum”) is in reference to a contract agreement dated 22 April 2021 between Northshore Parks and Recreation Service Area and Cornerstone Architectural Group (the “Parties”) and entitled Professional Services Agreement, Contract No. A-21-05 (“Contract”).

For and in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

1. Section 3.2.1 of the Contract is hereby amended to read “In no event shall the amount paid by NPRSA exceed the sum of \$400,000.”
2. This amendment is made valid as if it had appeared in the Contract.
3. No other terms of the Contract shall be negated or changed as a result of this amendment.

**NORTSHORE PARKS AND RECREATION SERVICE AREA**

---

By:

Date:

**CORNERSTONE ARCHITECTURAL GROUP**



---

By: André R. Coppin, Architect | Principal

Date: 2022/07/14

# NORTHSHORE PARKS AND RECREATION SERVICE AREA PROFESSIONAL SERVICES AGREEMENT

Contract No. # A-21-05

## 1. Parties.

This Professional Services Agreement, Contract No. # A-21-05 (“Agreement”), is entered into as of the Effective Date specified below between the Northshore Parks and Recreation Service Area, a Washington quasi-municipal corporation having its principal place of business at 10201 E. Riverside Dr., Bothell, Washington 98011 (“NPRSA”), and Cornerstone Architectural Group, a corporation organized under the laws of the State of Washington, located and doing business at 6161 NE 175<sup>th</sup> Street, #101, Kenmore, WA 98028 (“Consultant”).

## 2. Recitals.

2.1 NPRSA desires to obtain professional services for work related to repairs to the NPRSA’s Senior Center facilities.

2.2 NPRSA has solicited for such professional services as required by law, including chapter 39.80 RCW if applicable.

2.3 Consultant represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and Consultant further represented that it can accomplish the work and services within the required time period and in accordance with NPRSA’s specifications and professional standards.

2.4 Consultant agrees to perform the work and services specified herein in accordance with the terms and conditions of this 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. Terms and Conditions.

3.1 Services. NPRSA hereby retains Consultant, and Consultant agrees, to perform in accordance with this Agreement the work and services as set forth in the Scope of Services/Scope of Work, which is attached and incorporated by this reference as **Exhibit A** (“Services”).

### 3.2 Payment.

3.2.1 NPRSA shall pay the Consultant for Services rendered based upon the Schedule of Charges, which is attached and incorporated by this reference as **Exhibit B** (“Schedule of Charges”). In no event shall the amount paid by NPRSA exceed the sum of \$200,000, including applicable sales taxes. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from NPRSA in the form of a negotiated and executed supplemental agreement.

3.2.2 Consultant shall submit periodic invoices (but not more frequently than monthly) to NPRSA upon completion of the Services under the terms of payments as described in

**Exhibit B.** NPRSA shall pay Consultant within sixty (60) days of the receipt of a correct invoice in accordance with NPRSA's usual payment procedures. If NPRSA objects to all or any portion of any invoice, it shall so notify Consultant within twenty (20) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.

3.2.3 Acceptance of any payment by Consultant shall constitute a release of all payment claims against NPRSA arising under this Agreement as to such portion of the Services. No payment to Consultant, whether periodic or final, shall constitute a waiver or release by NPRSA of any claim, right, or remedy it may have against Consultant regarding performance of the Services as required by this Agreement.

3.3 Time of Performance. Consultant agrees that the Services shall begin immediately upon the Effective Date or NPRSA's issuance of a Notice to Proceed, whichever is applicable, and Consultant shall continue to perform the Services with due diligence. In no event shall completion of the Services be delayed beyond two years from the Effective Date. The Schedule of Charges and time for performance of the Services shall not be increased because of any delays or costs attributable to Consultant. In the event of a delay not attributable to Consultant, which could not be reasonably anticipated and which results in an increase in costs to perform the Services, NPRSA may at its discretion, through the execution of an amendment or supplemental agreement, increase the Schedule of Charges and/or time for performance of the Services.

3.4 Relationship of Parties. Consultant is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only relationship created by this Agreement. No employee, agent, representative, or subconsultant of Consultant shall be or shall be deemed to be the employee, agent, representative, or subconsultant of NPRSA. Consultant has no authority, and will not represent itself to have authority, to legally bind NPRSA or otherwise act for NPRSA or on NPRSA's behalf. None of the compensation or other benefits provided by NPRSA to its employees shall be available to Consultant's employees, agents, representatives or subconsultants. Consultant shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives, and subconsultants. Consultant shall be solely responsible for its acts and omissions and for the acts and omissions of Consultant's agents, employees, representatives, and subconsultants during performance of this Agreement. On or before the Effective Date, Consultant shall file, maintain, and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish Consultant's status as an independent contractor.

3.5 Services Performed at Consultant's Risk. Consultant shall take all precautions reasonably necessary to perform the Services and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Services.

3.6 Supervision, Inspection and Performance.

3.6.1 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of NPRSA and shall be subject to NPRSA's general right of inspection and supervision to secure the satisfactory completion of this Agreement.



3.6.2 Consultant represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by Consultant, its employees, or by subconsultants whose selection has been authorized by NPRSA; provided that NPRSA's authorization shall not relieve Consultant or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that Consultant owes to NPRSA shall also be owed to NPRSA by Consultant's subconsultants retained to perform the Services.

3.6.3 Consultant shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. Consultant shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. Consultant shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

### 3.7 Termination of Agreement.

3.7.1 Termination by NPRSA for Consultant's Default. NPRSA may terminate this Agreement, in whole or in part and at any time, in writing if Consultant substantially fails to fulfill any or all of its material obligations through no fault of NPRSA. If NPRSA terminates all or part of this Agreement for default, NPRSA shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to Consultant using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to Consultant at the time of termination may be adjusted to the extent of any additional costs NPRSA incurs or will incur because of Consultant's default. In such event, NPRSA shall consider the actual costs incurred by Consultant in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to NPRSA at the date of termination, the cost to NPRSA of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to NPRSA of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude NPRSA from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

3.7.2 Termination by NPRSA for Convenience. NPRSA may terminate this Agreement, in whole or in part and at any time, for the convenience of NPRSA. NPRSA shall terminate by delivery to Consultant a notice of termination specifying the extent of the termination and the effective date of termination. If NPRSA terminates this Agreement for convenience, NPRSA shall pay Consultant the amount otherwise due in accordance with this Agreement for Services satisfactorily performed to the date of termination.

3.7.3 Termination by Consultant. Consultant may terminate this Agreement in the case of a material breach and upon failure of NPRSA to remedy said breach within ten (10) days of written notice by Consultant of such breach. Consultant may also terminate the Agreement if key personnel and/or facilities are lost due to an act of God or other catastrophe creating a situation under which Consultant is physically unable to perform. Consultant's notice of termination shall be in writing.

3.8 Discrimination. When hiring of employees to perform Services, and in any subcontract arising hereunder, Consultant, its subconsultants, or any person acting on behalf of Consultant or subconsultant shall not, by reason of race, religion, color, age, sex, national origin or the presence of any sensory, mental or physical handicap, veteran status, or sexual orientation, discriminate against any person who is qualified and available to perform the Services to which the employment relates.

### 3.9 Indemnification and Compliance with Law.

3.9.1 The indemnification and defense obligations specified in this Section 3.9 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by NPRSA of or for any Services performed by Consultant shall not be grounds for avoidance of any Indemnity Obligations.

3.9.2 Consultant's duty to indemnify the NPRSA under this Agreement varies, as more particularly set forth below, depending on the circumstances that give rise to the obligation of indemnity. However, the Consultant's indemnity obligation shall extend – under any and all such circumstances – to all liability, claims, damages, losses, and expenses incurred by the NPRSA, whether direct, indirect, consequential, and specifically including (but not limited to) any attorneys' and consultants' fees and other expenses of litigation or arbitration (for convenience, these are collectively referred to as "losses") that arise from the particular act or omission giving rise to the indemnity obligation.

3.9.2.1 General Indemnity. Except to the extent that one of the more specific indemnity obligations set forth below applies, Consultant shall defend, indemnify, and hold harmless the NPRSA, including its officers, employees, agents, and volunteers, from any and all losses and claims including any and all claims for personal injury, bodily injury, including death, or damage to property that are caused or alleged to be caused, in whole or in part, by any act or omission of Consultant. This obligation of indemnity includes negligent acts (whether concurrent, contributory, or both) by the NPRSA. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the sole negligence of the NPRSA.

3.9.2.2 Professional Errors and Omissions. For any losses that arise from the exercise of Consultant's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, Consultant shall defend, indemnify, and hold harmless the NPRSA from all such losses to the extent caused or alleged to be caused by any violation of law, including

state, federal, or municipal law or ordinance, or by any negligent act, omission, breach of contract, or willful or intentional misconduct of Consultant. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent, or contributory) of the NPRSA.

3.9.2.3 Construction Claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, Consultant shall defend, indemnify, and hold harmless the NPRSA from all losses to the extent caused or alleged to be caused by any violation of law, including state, federal, or municipal law or ordinance, or by any negligent act or omission of Consultant. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent, or contributory) of the NPRSA.

3.9.3 In any and all claims against the NPRSA by any employee of Consultant, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for Consultant under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). Consultant expressly waives any immunity Consultant might have under such laws and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

3.9.4 The obligations of this Paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.

3.9.5 For purposes of this Paragraph only, the term "NPRSA" shall mean and include the NPRSA and its board members and other elected officials, other officers, employees, and agents, and the term "Consultant" shall mean and include Consultant, all of its Subconsultants and suppliers at all tiers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

3.9.6 The parties recognize that one party may have unique knowledge or involvement in the acts that certain claims are based on; therefore, the parties agree that upon receipt or service of a claim arising out of or related to the work or project which is the subject of this Contract, the parties hereto will cooperate in good faith in the defense of any claim. The intent and purpose of this subsection is to ensure the good faith cooperation of both parties in the defense of any claim initially so that all necessary knowledge and personnel are made available to each other in order achieve the best claim defense possible.

3.9.6.1 The parties agree that they each have the right to tender the defense of any third party claims to the other party without violating the provisions of this section. However, notwithstanding any other provision in this section, in the event that either party fails to accept tender from the other party, the parties agree that it is their intent that they will cooperate and initially defend any claims arising out of, in connection with, or incident to their own acts, regardless of the type or characterization

of the act(s) and each party is free to assert such defenses, claims, counterclaims and third party claims as they deem appropriate.

3.9.6.2 At the time that liability for any disputed claim is ultimately determined by agreement, as a result of any agreed or mandatory dispute resolution process, or by final order of a court of competent jurisdiction, the parties will reimburse each other for any defense costs and claims costs and payments or judgment satisfaction that may have been incurred pursuant to the provisions of this subsection and which would not have been required of that party under the provisions of subsections 3.9.1 through 3.9.5 if their initial tender of defense had not been improperly rejected.

3.10 Insurance. Unless otherwise stated in Exhibit C, the following insurance requirements shall apply.

3.10.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

3.10.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the NPRSA's recourse to any remedy available at law or in equity.

3.10.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

- A. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- B. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The NPRSA shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the NPRSA.
- C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Professional Liability insurance appropriate to the Consultant's profession.

3.10.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- B. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- C. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

3.10.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- A. The Consultant's insurance coverage shall be primary insurance as respect the NPRSA. Any insurance, self-insurance, or insurance pool coverage maintained by the NPRSA shall be excess of the Consultant's insurance and shall not contribute with it.
- B. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the NPRSA. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

3.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

3.10.7 Verification of Coverage. Consultant shall furnish the NPRSA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit C** ("Consultant's Certificate(s) of Insurance").

### 3.11 Records, Documents, and Audits.

3.11.1 Original documents, drawings, designs and reports developed under this Agreement, whether in written or electronic format, shall belong to and become the property of NPRSA, and shall be promptly delivered to NPRSA as required by the Services or at the termination of this Agreement. All written information submitted by NPRSA to Consultant in connection with the Services will be safeguarded by Consultant to at least the same extent as Consultant safeguards like information relating to its own business. If such information is publicly available, is already in Consultant's possession or known to it, or is rightfully obtained by Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

3.11.2 NPRSA acknowledges that the documents prepared by Consultant are prepared specific to the project described herein. If NPRSA modifies or uses any of said

documents for other projects or purposes without the written approval of Consultant, NPRSA releases Consultant from all responsibility for any errors or omissions therein with respect to such modification or other use.

3.11.3 Consultant and its subconsultants shall maintain books, records, documents, and other evidence directly pertinent to performance of the Services in accordance with generally accepted accounting principles and practices consistently applied. NPRSA or any duly authorized representative shall have access to and be permitted to inspect such books, records, documents, and other evidence for the purpose of audit, examination and copying for a period of six (6) years after completion or termination of the Agreement, whichever is later. Audits conducted under this Section 3.11 shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

### 3.12 Disputes and Remedies.

3.12.1 Choice of Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

3.12.2 Dispute Resolution. All claims, counterclaims, disputes, and other matters in question between NPRSA and Consultant arising out of or relating to this Agreement shall be referred to the NPRSA Executive Director or a designee for determination, together with all pertinent facts, data, contentions, and so forth. The NPRSA Executive Director shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the NPRSA Executive Director's decision, the parties shall refer the matter to professional mediation in Seattle, Washington, which shall be conducted within thirty (30) calendar days of the NPRSA Executive Director's decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between Consultant and NPRSA to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.

3.12.3 Remedies. NPRSA's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. NPRSA may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

3.13 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

Bothell City Hall  
Attn: Northshore Parks and  
Recreation Service Area  
18415 101<sup>st</sup> Ave. NE  
Bothell, WA 98011

Cornerstone Architectural Group  
Attention: Andre Coppin  
6161 NE 175<sup>th</sup> Street, #101  
Kenmore, WA 98028

3.14 Entire Agreement. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of NPRSA, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

3.15 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

3.16 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of NPRSA and Consultant.

3.17 Assignment. Any assignment of this Agreement by Consultant without the prior written consent of NPRSA shall be void.

3.18 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

3.19 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

3.20 Counterparts. This Agreement shall be signed in duplicate or triplicate and may not be signed in counterparts.

3.21 Authorized Signatures. By their signatures below each party represents that it has taken all necessary steps and is fully authorized to sign for and on behalf of the named principal above.

3.22 Effective Date. This Agreement shall be effective on the last date entered by the parties below.

SIGNATURE PAGE FOLLOWS IMMEDIATELY

**NORTHSHORE PARKS AND RECREATION SERVICE AREA:**

  
TE Agnew (Apr 22, 2021 10:56 PDT)

Apr 22, 2021

By: Tom Agnew  
Its: NPRSA Chair

Date:

**CORNERSTONE ARCHITECTURAL GROUP:**

*Peter R Anesersen*  
Peter R Anesersen (Apr 22, 2021 11:10 PDT)

Apr 22, 2021

By: Peter Andersen  
Its: Managing Principal

Date:



**EXHIBIT A**

**Scope of Services / Scope of Work**

[See Attached]

**EXHIBIT B**

**Schedule of Charges**

[See Attached]

**EXHIBIT C**

**Consultant's Certificate(s) of Insurance**

[See Attached]



6161 NE 175th Street, Suite 101  
Kenmore, Washington 98028  
206.682.5000  
cornerstonearch.com

April 9th, 2021

Carly Joerger  
Levy Program Manager  
18415 101<sup>st</sup> Ave. NE  
Bothell, WA 98011

**Re: A-21-05 Architectural Services - Cornerstone Architectural Group - Exhibit A**

Dear Carly:

We are pleased to submit the following Exhibit A scope of work description to provide architectural and engineer services for the list of projects as outlined below. The work of this general contract and multiple projects at the Northshore Senior Center & Adult Day Center will be completed as defined below. Mutually acceptable schedule to be determined.

Cornerstone Architectural Group will prepare design drawings and or specifications, advise on the selection of building materials, submit for necessary permits, contract necessary sub-consultants, and coordinate with the contractor, other consultants, and the project owner to successfully complete the Phase I projects listed below.

1. Replace the carpet in both facilities at specified locations.
2. Replace floor in bathrooms in the Health and Wellness Center.
3. Install floor drains and toilet leaks in bathrooms in the Northshore Senior Center.
4. Replace the windows on the Northshore Senior Center.
5. Replace balcony flooring and siding in the Northshore Senior Center.
6. Paint interior of the Northshore Senior Center.
7. Replace the HVAC in the Northshore Senior Center.
8. Replace the roof at the Northshore Senior Center.
9. Provide a structural assessment of the pedestrian bridge.
10. Refinish the pedestrian bridge.

Cornerstone Architectural Group will also advise on design services needed and project prioritization for Phase II projects. Cornerstone will collaborate with the project owner, contractors, and other consultants to develop a project list for Phase II projects based on facility condition assessments, stakeholder engagement, and industry best practices for facilities serving older adults and adults with disabilities. Cornerstone will provide architectural and engineering services, similar to what is provided on Phase I, to successfully complete the Phase II projects.

Fees, other cost and reimbursables shall be set by the master contract A-21-05. See exhibit B for the hourly rates as set forth by the contract.

Please do not hesitate to contact me if I can provide additional information.

Respectfully,



André Coppin, RRC, RRO  
Project Manager | Principal



6161 NE 175th Street, Suite 101  
Kenmore, Washington 98028  
206.682.5000  
cornerstonearch.com

April 9th, 2021

Carly Joerger  
Levy Program Manager  
18415 101<sup>st</sup> Ave. NE  
Bothell, WA 98011

**Re: A-21-05 Architectural Services - Cornerstone Architectural Group - Exhibit B**

Dear Carly:

Please find listed below the hourly billing rates for the various positions as requested.

**Cornerstone Architectual Group (Architecture, Building Envelope & Interior Design)**

- Principal \$230.00
- Building Envelope Consultant \$200.00
- Project Manager \$180.00
- Project Architect/Interior Designer \$150.00
- Building Envelope Technologist \$125.00
- CADD/Technical Support \$100.00
- Administrative \$80.00

**Consultants: Add 10 % mark-up to billing rates listed below.**

**Peterson Strehle Martinson, Inc (Structural Engineering)**

- Prncipal \$245.00
- Project Manager \$190.00
- Senior Engineer \$175.00
- Engineer \$150.00
- CADD Drafter \$110.00
- REVIT Modeler \$120.00
- Administration \$80.00

**Riley Group (Hazardous Material Consultant)**

- Principal \$185.00
- Project Manager \$135.00
- Architect/Engineer \$160.00
- Technical Support/CADD Drafter \$120.00
- Adminstration \$100.00

**Hultz BHU** (Mechanical & Electrical Engineering)

- Principal \$200.00
- Associate Principal \$175.00
- Senior Engineer \$150.00
- Senior Project Manager \$145.00
- Project Engineer \$135.00
- Project Manager \$125.00
- Senior Designer \$110.00
- Project Designer \$95.00
- CAD Technician \$85.00
- Clerical \$55.00

**OTAK** (Civil Engineering)

- Principal / Senior Project Manager \$225.00
- Civil Engineer IX / Project Manager \$168.00
- Civil Engineer V \$125.00
- Engineering Designer \$120.00
- Project Coordinator \$100.00

Please do not hesitate to contact me if I can provide additional information.

Respectfully,



André Coppin, RRC, RRO  
Project Manager | Principal





## DESCRIPTIONS (Continued from Page 1)

insured. The General Liability and Automobile Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Professional Liability policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

# **BUSINESS LIABILITY COVERAGE FORM**

POLICY: 52SBWRW5517

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their 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 or organization.

## BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

##### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

##### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** - Coverages.

##### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** - Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **HIRED AUTO AND NON-OWNED AUTO LIABILITY - WASHINGTON**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

**A. Amended Coverage:**

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

**B. Paragraph B., EXCLUSIONS, is amended as follows:**

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" that is a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**a.** That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

**b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

**c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

**a. Fellow Employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

**b. Care, custody or control**

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to the operation of a "hired auto" and "non-owned auto", Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired" auto" or "non-owned auto" with your permission except:

- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) Anyone other than your "employees", (partners if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

0. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:

**1. OTHERINSURANCE**

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. With respect to the operation of a "non-owned auto":

1. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the EMPLOYEE INDEMNIFICATION AND



EMPLOYER'S LIABILITY Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to:

- (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (b) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

F. The following definitions are added:

**LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

A "non-owned auto" is an "auto" you do not own including but not limited to:

- 1. "Hired auto" means any "auto" you lease, hire, rent or borrow; this does not include any auto you lease, hire, rent or borrow from any of your

"employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other

auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

- 2. "Non-owned auto" means any "auto" that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

- a. "Autos" owned by your "employees" or partners (if you are a partnership), or members (if you are a limited liability company) or your "executive officers" or members of their households but only while used in your business or your personal affairs.

- b. Customer's "auto" that is in your care, custody or control for service.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

## NOTICE OF CANCELLATION PROVIDED BY THE COMPANY

This endorsement changes the following:

### Professional Liability Terms and Conditions

---

#### PROVISIONS:

If the Company cancels this policy for any statutorily permitted reason other than nonpayment of premium, the Company will mail or deliver notice of cancellation to the Person or Entity shown in the Notice Schedule below. The Company will mail or deliver such notice to the address provided by the **Named Insured** at least the number of days shown for cancellation in such Notice Schedule before the effective date of cancellation.

#### Notice Schedule

**Number of Days Notice of Cancellation: 30**

Any person or entity to whom the **Named Insured** has agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. the **Named Insured** sends the Company a written request to provide such notice, including the name and address of such person or entity, after the **Named Insured** receives notice from us of the cancellation of this policy; and
2. The Company receives such written request no later than 10 days after the **Named Insured** receives the notice of cancellation.

---

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

---

Issuing Company: Travelers Casualty and Surety Company of America  
Policy Number: 106452315



**TO:** Chair Best-Campbell and Members of the NPRSA Board

**FROM:** Becky Range, Executive Director  
Christine Scotton, Program Manager (Presenter)

**DATE:** 20 July 2022

**SUBJECT:** Consideration of Minute Order # MO-22-08, Receiving the Quarter 2 2022 Financial Report

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                                                                     |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------|
| <b>POLICY CONSIDERATION:</b> | This item asks the Board to officially receive the Quarter 2 2022 Financial Report. This report reviews revenues and expenditures for April 2022 – June 2022.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |                                                                                                     |
| <b>HISTORY</b>               | <b>Date</b><br><b>November 18, 2020</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Action</b> | NPRSA Board requests quarterly financial reports from NPRSA staff as a condition of budget approval |
| <b>DISCUSSION:</b>           | <p>Every month, staff receive general ledger reports from the NPRSA’s fiscal agent, King County. Staff reviews the reports, cross-references them with accounts receivable and accounts payable, and updates the NPRSA’s own general ledger. The monthly reconciliations aggregate into the attached quarterly report. At the end of the year, the reports support the development of the Annual Financial Statement.</p> <p>Key highlights from the second Quarter of 2022 include:</p> <p><u>Revenues and Transfers</u></p> <ul style="list-style-type: none"> <li>• Property tax - received as expected in the Bond and General Funds.</li> </ul> <p><u>Expenditures</u></p> <ul style="list-style-type: none"> <li>• Expenditures included roughly \$442,000 for capital repairs to the Northshore Senior Center and Health and Wellness Center out of a total expenditure of roughly \$450,000.</li> </ul> |               |                                                                                                     |

Cash Balances at the end of Quarter 2

- General Fund: \$1,869,046.01
- Bond Fund: \$170,373.76
- Department of Commerce Grant Capacity: \$399,948

Changes from Q1

- General Fund: +\$305,059.71
- Bond Fund: +\$1,091.29

**FISCAL IMPACTS:** | This item has no direct fiscal impact to the NPRSA.

**ATTACHMENTS:** | Att-1 Quarter 2 2022 Financial Report

**RECOMMENDED ACTION:** | Move to approve Minute Order # MO-22-07, Receiving the Quarter 2 2022 Financial Report.



## 2022 Q2 Financial Report

This report reviews budgeted and actual revenues and expenditures for the NPRSA through 31 March 2022.

### Table of Contents

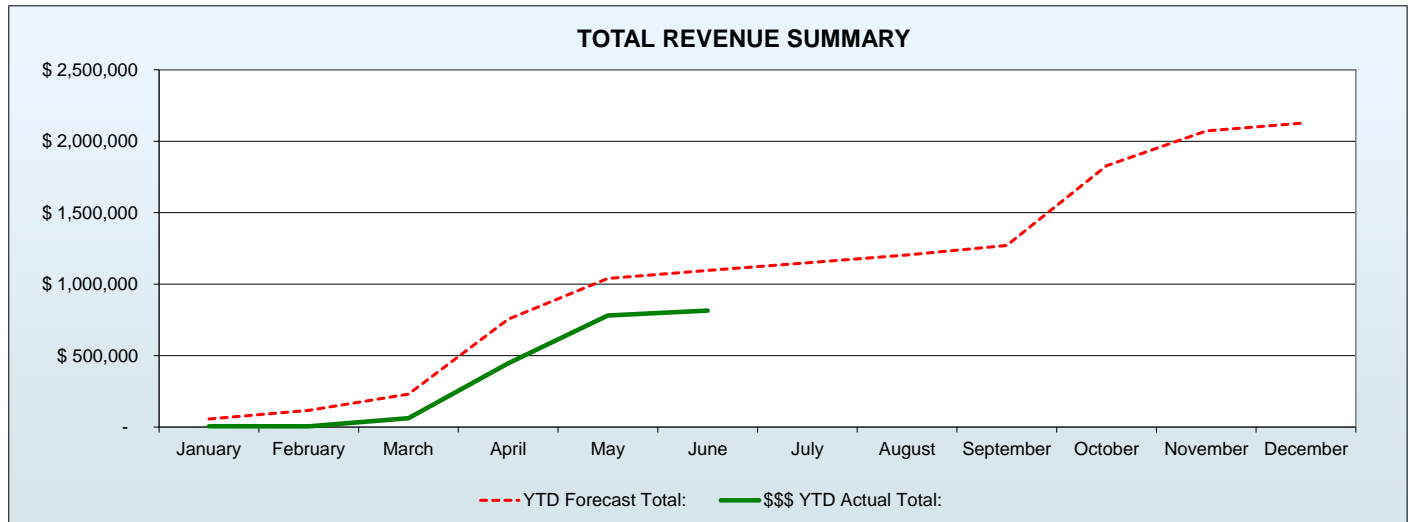
|                           |         |
|---------------------------|---------|
| Budget and Actuals        | Page 2  |
| Revenue                   |         |
| Revenue Summary           | Page 3  |
| Property Tax Revenue      | Page 4  |
| Intergovernmental Revenue | Page 5  |
| Miscellaneous Revenue     | Page 6  |
| Expenditures              |         |
| General Fund Expenditures | Page 7  |
| Cash Flow                 |         |
| General Fund Cash         | Page 8  |
| Bond Fund Cash            | Page 9  |
| DoC Grant Capacity        | Page 10 |

**NPRSA 2022 BUDGET AND ACTUALS**

| <b>GENERAL FUND - FUND 001</b>        |                     |                     |                       |             |  |
|---------------------------------------|---------------------|---------------------|-----------------------|-------------|--|
| RESOURCES                             | 2022 BUDGET         | YEAR-TO-DATE        | \$ DIFFERENCE         | % OF BUDGET |  |
| 308 Beginning Balance                 | \$ 2,423,912        | \$ 2,140,489        | \$ (283,423)          | 88%         |  |
| <b>REVENUES</b>                       |                     |                     |                       |             |  |
| 311 Property Taxes (Net)              | \$ 1,550,000        | \$ 818,577.72       | \$ (731,422)          | 53%         |  |
| 361 Miscellaneous                     | \$ -                | \$ 5,618.47         | \$ 5,618              |             |  |
| 337 Intergovernmental                 | \$ 16,000           | \$ -                | \$ (16,000)           | 0%          |  |
| Grant Reimbursements                  | \$ 399,948          | \$ -                | \$ (399,948)          | 0%          |  |
| 397 Transfers In                      | \$ 155,000          | \$ -                | \$ (155,000)          | 0%          |  |
| Total Revenues                        | \$ 2,120,948        | \$ 824,196          | \$ (1,141,752)        | 39%         |  |
| <b>Total Resources &amp; Revenues</b> | <b>\$ 4,544,860</b> | <b>\$ 2,964,685</b> | <b>\$ (1,425,175)</b> | <b>65%</b>  |  |
| EXPENDITURES                          | 2022 BUDGET         | YEAR-TO-DATE        | \$ DIFFERENCE         | % OF BUDGET |  |
| 576.41 Election Costs                 | \$ -                | \$ -                | \$ -                  |             |  |
| 511 Administrative Services           | \$ 300,000          | \$ 97,018           | \$ (202,982)          | 32%         |  |
| 514 State Audit                       | \$ -                | \$ 6,887            | \$ 6,887              |             |  |
| 519 Insurance                         | \$ 3,300            | \$ 5,645            | \$ 2,345              | 171%        |  |
| 519 Advertising                       | \$ 1,000            | \$ 259              | \$ (741)              | 26%         |  |
| 576.1 Miscellaneous                   | \$ 1,000            | \$ 18,127           | \$ 17,127             | 1813%       |  |
| 576.6 Capital Outlay                  | \$ 3,510,000        | \$ 967,703          | \$ (2,542,297)        | 28%         |  |
| <b>Total Expenditures</b>             | <b>\$ 3,815,300</b> | <b>\$ 1,095,639</b> | <b>\$ (2,719,661)</b> | <b>29%</b>  |  |
| <b>RESERVES</b>                       |                     |                     |                       |             |  |
| 508 Undesignated Reserve              | \$ -                | \$ -                | \$ -                  |             |  |
| 508 Contingency Reserve               | \$ -                | \$ -                | \$ -                  |             |  |
| 508 Additional Reserve                | \$ -                | \$ -                | \$ -                  |             |  |
| 508 Unreserved                        | \$ 729,560          | \$ -                | \$ -                  |             |  |
| <b>Ending Balance</b>                 | <b>\$ 729,560</b>   | <b>\$ 1,869,046</b> | <b>\$ -</b>           | <b>256%</b> |  |

| <b>BOND FUND - FUND 200</b> |                   |                   |                  |             |  |
|-----------------------------|-------------------|-------------------|------------------|-------------|--|
| RESOURCES                   | 2022 BUDGET       | YEAR-TO-DATE      | \$ DIFFERENCE    | % OF BUDGET |  |
| 308 Beginning Balance       | \$ 155,000        | \$ 167,411        | \$ 12,411        | 108%        |  |
| <b>REVENUES</b>             |                   |                   |                  |             |  |
| 311 Property Taxes (Net)    | \$ -              | \$ 2,498          | \$ 2,498         |             |  |
| 361 Miscellaneous           | \$ -              | \$ 465            | \$ -             |             |  |
| 397 Transfers In            | \$ -              | \$ -              | \$ -             |             |  |
| Total Revenues              | \$ -              | \$ 2,963          | \$ 2,498         |             |  |
| <b>Total Resources</b>      | <b>\$ 155,000</b> | <b>\$ 170,374</b> | <b>\$ 14,909</b> | <b>110%</b> |  |
| EXPENDITURES                | 2022 BUDGET       | YEAR-TO-DATE      | \$ DIFFERENCE    | % OF BUDGET |  |
| 591 GO Bonds Principal      | \$ -              | \$ -              | \$ -             |             |  |
| 592 GO Bonds Interest       | \$ -              | \$ -              | \$ -             |             |  |
| 593 Bond Admin Fees         | \$ -              | \$ -              | \$ -             |             |  |
| 597 Transfers Out           | \$ 155,000        | \$ -              | \$ 155,000       | 0%          |  |
| <b>Total Expenditures</b>   | <b>\$ 155,000</b> | <b>\$ -</b>       | <b>\$ -</b>      |             |  |
| <b>Ending Balance</b>       | <b>\$ -</b>       | <b>\$ 170,374</b> | <b>\$ 14,909</b> |             |  |

## TOTAL ANNUAL REVENUE



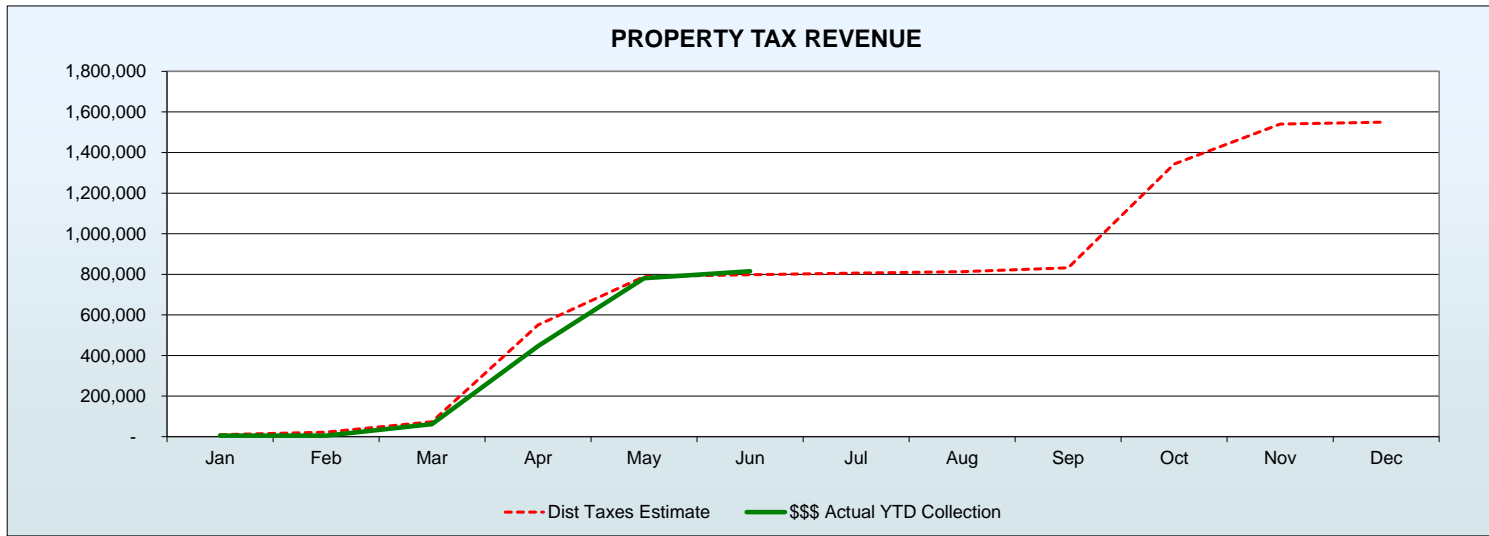
| Cumulative Forecast        | January          | February          | March             | April             | May                 | June                | July                | August              | September           | October             | November            | December            |
|----------------------------|------------------|-------------------|-------------------|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Property Tax               | \$ 9,641         | \$ 22,382         | \$ 73,734         | \$ 551,025        | \$ 788,873          | \$ 797,785          | \$ 805,535          | \$ 812,820          | \$ 831,885          | \$ 1,343,695        | \$ 1,539,925        | \$ 1,550,000        |
| Intergovernmental          | -                | -                 | \$ 16,000         | \$ 16,000         | \$ 16,000           | \$ 16,000           | \$ 16,000           | \$ 16,000           | \$ 16,000           | \$ 16,000           | \$ 16,000           | \$ 16,000           |
| Miscellaneous              | \$ 46,917        | \$ 93,833         | \$ 140,750        | \$ 187,667        | \$ 234,583          | \$ 281,500          | \$ 328,417          | \$ 375,333          | \$ 422,250          | \$ 469,167          | \$ 516,083          | \$ 563,000          |
| <b>YTD Forecast Total:</b> | <b>\$ 56,558</b> | <b>\$ 116,215</b> | <b>\$ 230,484</b> | <b>\$ 754,692</b> | <b>\$ 1,039,456</b> | <b>\$ 1,095,285</b> | <b>\$ 1,149,952</b> | <b>\$ 1,204,153</b> | <b>\$ 1,270,135</b> | <b>\$ 1,828,862</b> | <b>\$ 2,072,008</b> | <b>\$ 2,129,000</b> |

| Cumulative Actual               | January         | February        | March            | April             | May               | June              | July | August | September | October | November | December |
|---------------------------------|-----------------|-----------------|------------------|-------------------|-------------------|-------------------|------|--------|-----------|---------|----------|----------|
| Property Tax                    | \$ 5,406        | \$ 5,107        | \$ 61,787        | \$ 446,560        | \$ 780,492        | \$ 815,088        |      |        |           |         |          |          |
| Intergovernmental               | -               | -               | -                | -                 | -                 | -                 |      |        |           |         |          |          |
| Miscellaneous                   | -               | -               | -                | -                 | -                 | -                 |      |        |           |         |          |          |
| <b>\$\$\$ YTD Actual Total:</b> | <b>\$ 5,406</b> | <b>\$ 5,107</b> | <b>\$ 61,787</b> | <b>\$ 446,560</b> | <b>\$ 780,492</b> | <b>\$ 815,088</b> |      |        |           |         |          |          |

|                  |          |           |           |           |           |           |  |  |  |  |  |  |
|------------------|----------|-----------|-----------|-----------|-----------|-----------|--|--|--|--|--|--|
| <b>Variance:</b> | (51,151) | (111,108) | (168,697) | (308,132) | (258,964) | (280,197) |  |  |  |  |  |  |
|------------------|----------|-----------|-----------|-----------|-----------|-----------|--|--|--|--|--|--|



## PROPERTY TAX REVENUE



**BUDGET \$1,550,000**

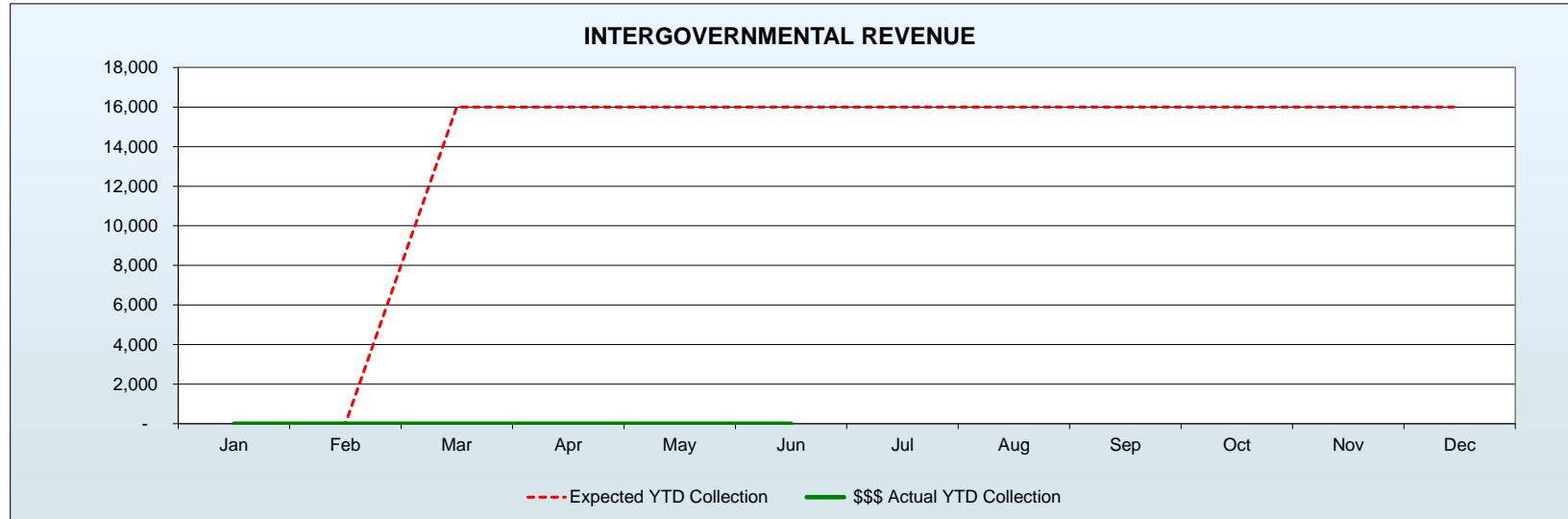
|                             | Jan    | Feb    | Mar    | Apr     | May     | Jun     | Jul     | Aug     | Sep     | Oct       | Nov       | Dec       |
|-----------------------------|--------|--------|--------|---------|---------|---------|---------|---------|---------|-----------|-----------|-----------|
| Collection Pattern          | 0.622% | 0.822% | 3.313% | 30.793% | 15.345% | 0.575%  | 0.500%  | 0.470%  | 1.230%  | 33.020%   | 12.660%   | 0.650%    |
| Expected Monthly Collection | 9,641  | 12,741 | 51,352 | 477,292 | 237,848 | 8,913   | 7,750   | 7,285   | 19,065  | 511,810   | 196,230   | 10,075    |
| Expected YTD Collection     | 9,641  | 22,382 | 73,734 | 551,025 | 788,873 | 797,785 | 805,535 | 812,820 | 831,885 | 1,343,695 | 1,539,925 | 1,550,000 |

|                              | Jan      | Feb      | Mar       | Apr        | May        | Jun        | Jul | Aug | Sep | Oct | Nov | Dec |
|------------------------------|----------|----------|-----------|------------|------------|------------|-----|-----|-----|-----|-----|-----|
| Actual Month Collection      | \$ 5,406 | \$ 5,107 | \$ 56,680 | \$ 384,773 | \$ 333,932 | \$ 34,596  |     |     |     |     |     |     |
| \$\$\$ Actual YTD Collection | \$ 5,406 | \$ 5,107 | \$ 61,787 | \$ 446,560 | \$ 780,492 | \$ 815,088 |     |     |     |     |     |     |

|                                          |         |          |          |           |         |           |  |  |  |  |  |  |
|------------------------------------------|---------|----------|----------|-----------|---------|-----------|--|--|--|--|--|--|
| <b>YTD Variance</b>                      | (4,235) | (17,275) | (11,947) | (104,465) | (8,380) | \$ 17,303 |  |  |  |  |  |  |
| <b>YTD Variance Ratio: Actual/Budget</b> | 56.1%   | 22.8%    | 83.8%    | 81.0%     | 98.9%   | 102.2%    |  |  |  |  |  |  |

## INTERGOVERNMENTAL REVENUE

REPORT AS OF: **Thursday, July 14, 2022**



**BUDGET \$16,000**

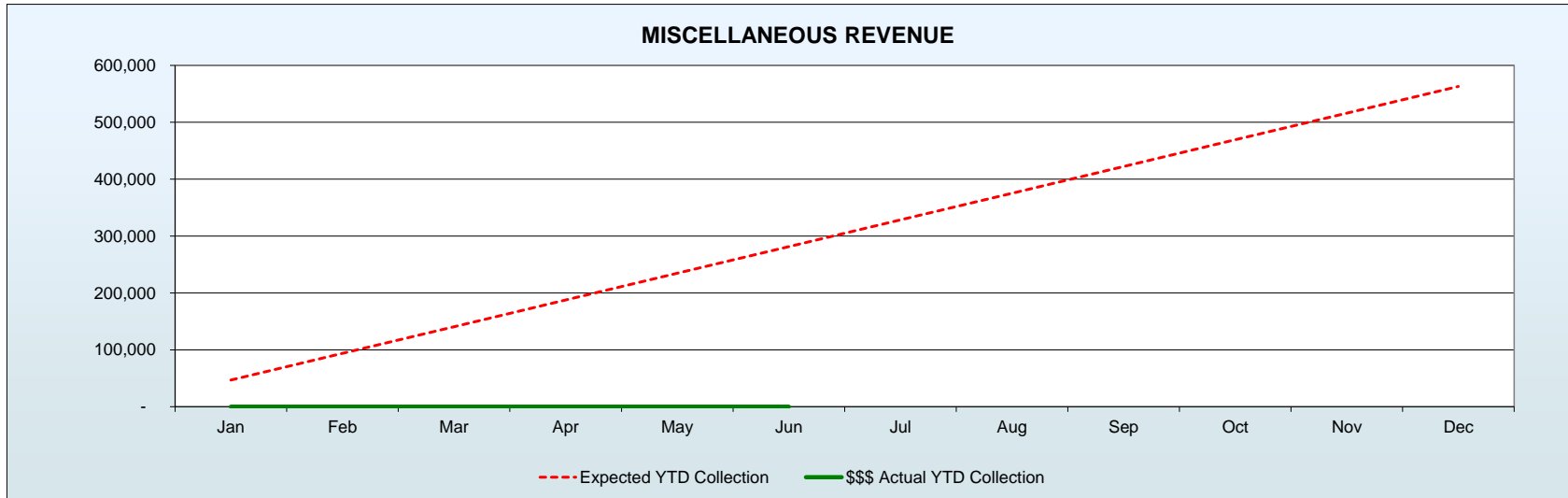
|                             | Jan    | Feb    | Mar      | Apr    | May    | Jun    | Jul    | Aug    | Sep    | Oct    | Nov    | Dec    |
|-----------------------------|--------|--------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Collection Pattern          | 0.000% | 0.000% | 100.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% | 0.000% |
| Expected Monthly Collection | -      | -      | 16,000   | -      | -      | -      | -      | -      | -      | -      | -      | -      |
| Expected YTD Collection     | -      | -      | 16,000   | 16,000 | 16,000 | 16,000 | 16,000 | 16,000 | 16,000 | 16,000 | 16,000 | 16,000 |

|                                |   |   |   |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
| \$\$\$ Actual Month Collection | - | - | - | - | - | - | - | - | - | - | - | - |
| \$\$\$ Actual YTD Collection   | - | - | - | - | - | - | - | - | - | - | - | - |

|                                          |      |      |          |          |          |          |  |  |  |  |  |  |
|------------------------------------------|------|------|----------|----------|----------|----------|--|--|--|--|--|--|
| <b>YTD Variance</b>                      | -    | -    | (16,000) | (16,000) | (16,000) | (16,000) |  |  |  |  |  |  |
| <b>YTD Variance Ratio: Actual/Budget</b> | 0.0% | 0.0% | 0.0%     | 0.0%     | 0.0%     | 0.0%     |  |  |  |  |  |  |

## MISCELLANEOUS REVENUE

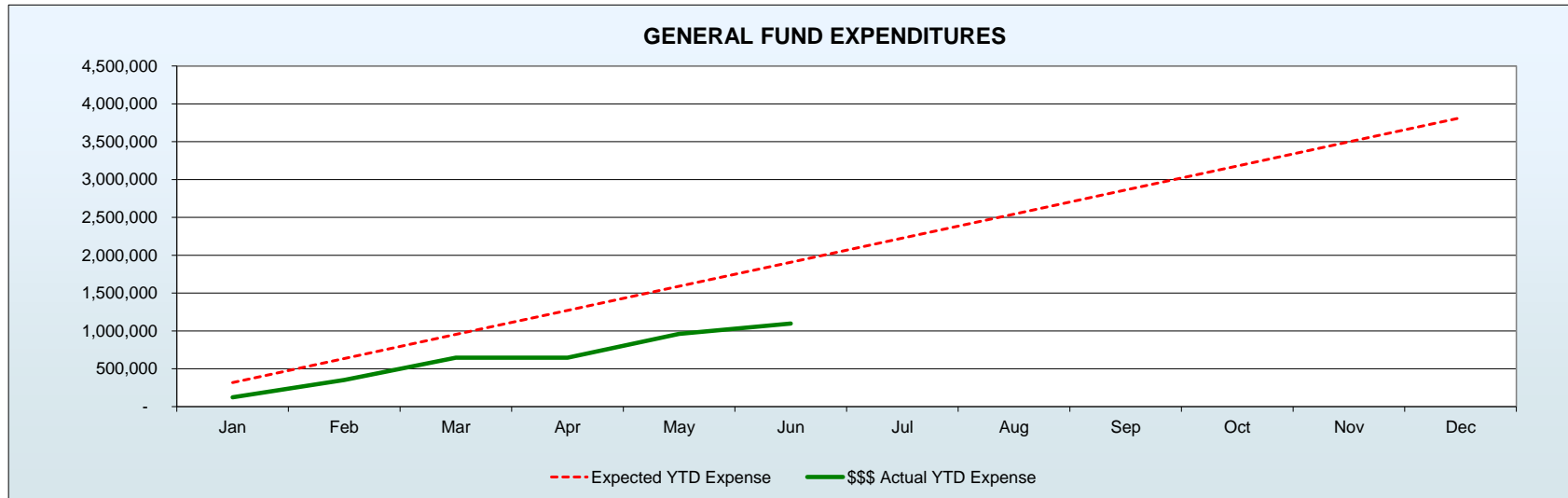
*(Includes Investment Interest, Interfund Transfers, and Grants)*



**BUDGET \$ 570,948.00**

|                                | Jan      | Feb      | Mar       | Apr       | May       | Jun       | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     |
|--------------------------------|----------|----------|-----------|-----------|-----------|-----------|---------|---------|---------|---------|---------|---------|
| Collection Pattern             | 8.333%   | 8.333%   | 8.333%    | 8.333%    | 8.333%    | 8.333%    | 8.333%  | 8.333%  | 8.333%  | 8.333%  | 8.333%  | 8.333%  |
| Expected Monthly Collection    | 46,917   | 46,917   | 46,917    | 46,917    | 46,917    | 46,917    | 46,917  | 46,917  | 46,917  | 46,917  | 46,917  | 46,917  |
| Expected YTD Collection        | 46,917   | 93,833   | 140,750   | 187,667   | 234,583   | 281,500   | 328,417 | 375,333 | 422,250 | 469,167 | 516,083 | 563,000 |
| \$\$\$ Actual Month Collection | -        | -        | -         | -         | -         | -         | -       | -       | -       | -       | -       | -       |
| \$\$\$ Actual YTD Collection   | -        | -        | -         | -         | -         | -         | -       | -       | -       | -       | -       | -       |
| <b>YTD Variance</b>            | (46,917) | (93,833) | (140,750) | (187,667) | (234,583) | (281,500) |         |         |         |         |         |         |

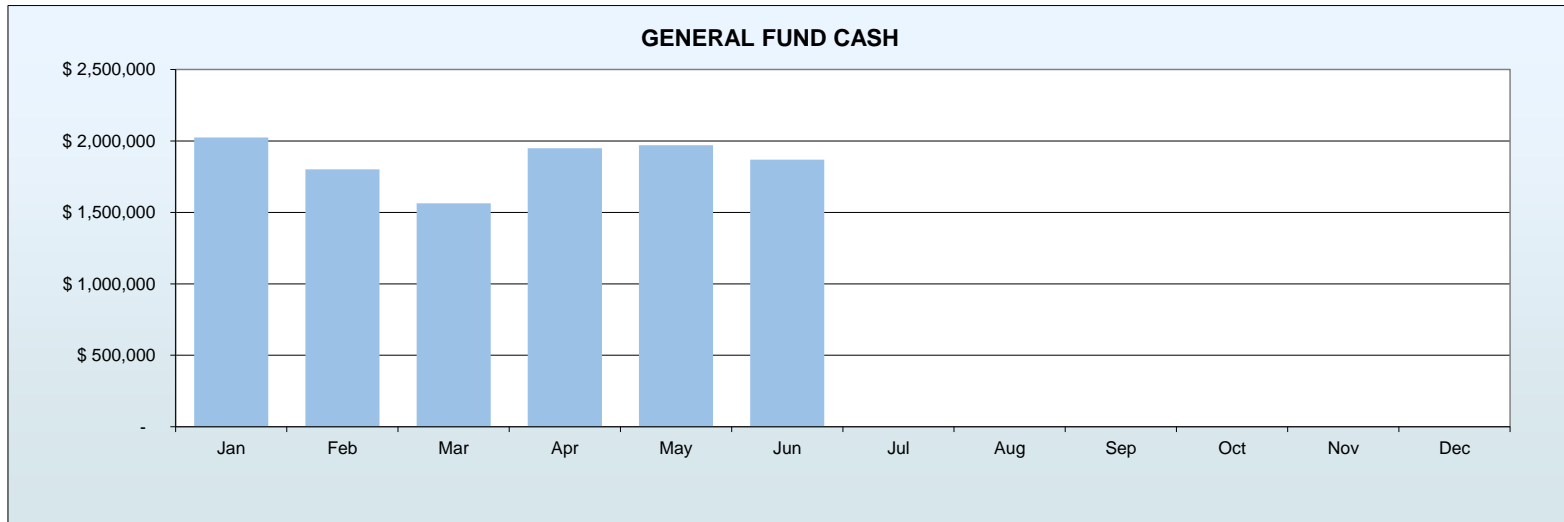
## GENERAL FUND EXPENDITURES



### GENERAL FUND BUDGET \$3,815,300

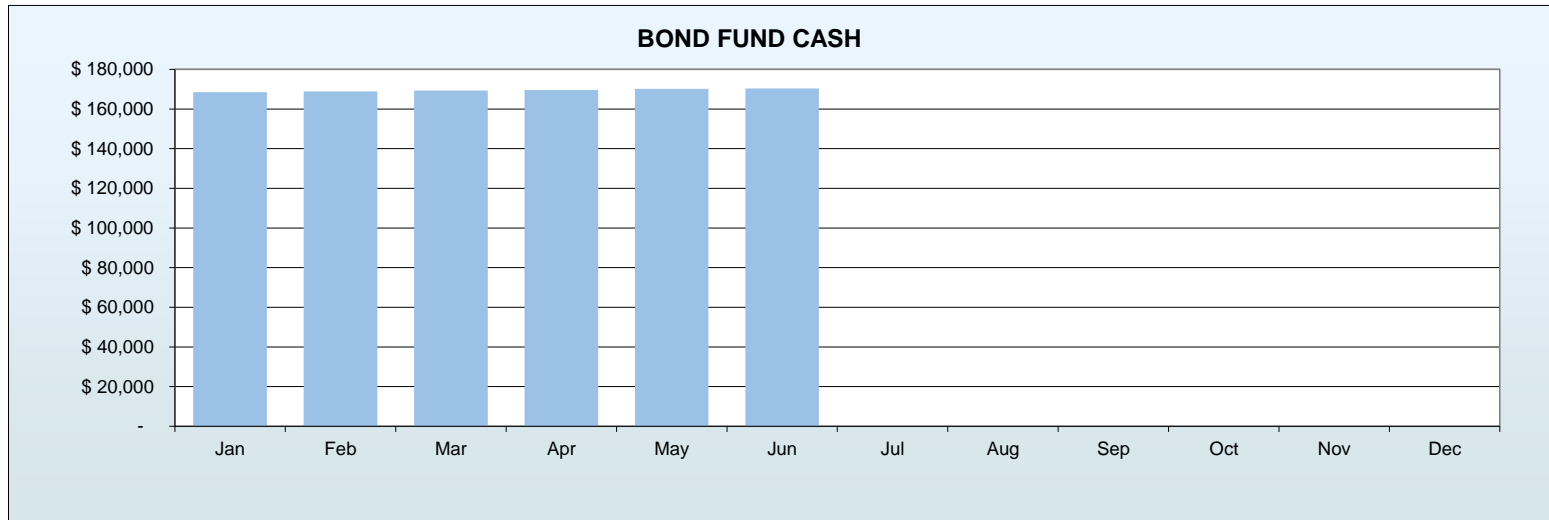
|                                          | Jan               | Feb               | Mar               | Apr               | May               | Jun               | Jul       | Aug       | Sep       | Oct       | Nov       | Dec       |
|------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|
|                                          | 8.33%             | 8.33%             | 8.33%             | 8.33%             | 8.33%             | 8.33%             | 8.33%     | 8.33%     | 8.33%     | 8.33%     | 8.33%     | 8.33%     |
| Expected Monthly Expense                 | 317,942           | 317,942           | 317,942           | 317,942           | 317,942           | 317,942           | 317,942   | 317,942   | 317,942   | 317,942   | 317,942   | 317,942   |
| Expected YTD Expense                     | 317,942           | 635,883           | 953,825           | 1,271,767         | 1,589,708         | 1,907,650         | 2,225,592 | 2,543,533 | 2,861,475 | 3,179,417 | 3,497,358 | 3,815,300 |
| Monthly Variance                         | (194,652)         | (89,218)          | (23,608)          | (317,533)         | (4,516)           | (180,569)         |           |           |           |           |           |           |
| \$\$\$ Actual Month Expense              | 123,290           | 228,724           | 294,334           | 409               | 313,426           | 137,373           |           |           |           |           |           |           |
| \$\$\$ Actual YTD Expense                | 123,290           | 352,014           | 646,348           | 646,756           | 960,182           | 1,097,555         |           |           |           |           |           |           |
| <b>YTD Variance</b>                      | <b>\$ 194,652</b> | <b>\$ 283,870</b> | <b>\$ 307,477</b> | <b>\$ 625,010</b> | <b>\$ 629,526</b> | <b>\$ 810,095</b> |           |           |           |           |           |           |
| <b>YTD Variance Ratio: Actual/Budget</b> | <b>0.0%</b>       | <b>55.4%</b>      | <b>67.8%</b>      | <b>50.9%</b>      | <b>60.4%</b>      | <b>57.5%</b>      |           |           |           |           |           |           |

**GENERAL FUND CASH**  
**Monthly Summary**



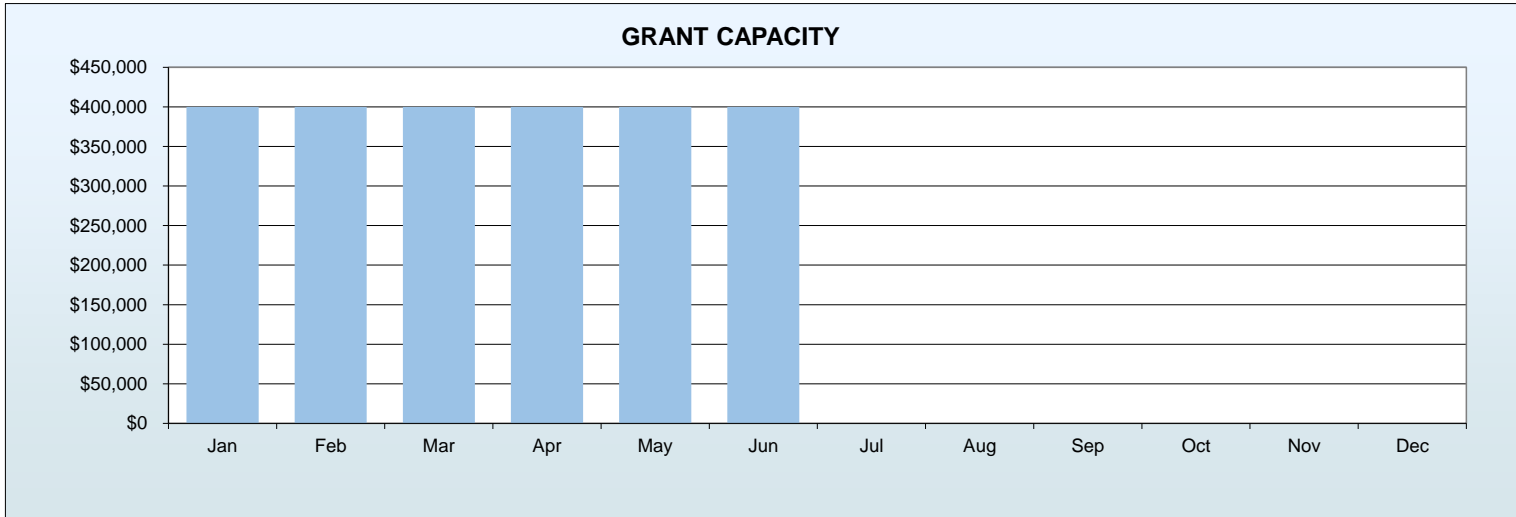
|                       | Jan                 | Feb                 | Mar                 | Apr                 | May                 | Jun                 | Jul | Aug | Sep | Oct | Nov | Dec |
|-----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----|-----|-----|-----|-----|-----|
| Beginning Balance     | \$ 2,140,489        | \$ 2,023,587        | \$ 1,800,851        | \$ 1,563,986        | \$ 1,949,113        | \$ 1,970,462        |     |     |     |     |     |     |
| Revenues              | \$ 6,388            | \$ 5,988            | \$ 57,469           | \$ 385,536          | \$ 334,775          | \$ 35,957           |     |     |     |     |     |     |
| Expenditures          | \$ 123,290          | \$ 228,724          | \$ 294,334          | \$ 409              | \$ 313,426          | \$ 137,373          |     |     |     |     |     |     |
| <b>Ending Balance</b> | <b>\$ 2,023,587</b> | <b>\$ 1,800,851</b> | <b>\$ 1,563,986</b> | <b>\$ 1,949,113</b> | <b>\$ 1,970,462</b> | <b>\$ 1,869,046</b> |     |     |     |     |     |     |

**BOND FUND CASH**  
**Monthly Summary**



|                       | Jan               | Feb               | Mar               | Apr               | May               | Jun               | Jul | Aug | Sep | Oct | Nov | Dec |
|-----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-----|-----|-----|-----|-----|-----|
| Beginning Balance     | \$167,411.22      | \$168,524.70      | \$168,865.74      | \$169,282.47      | \$169,594.18      | \$170,191.30      |     |     |     |     |     |     |
| Revenues              | \$ 1,132          | \$ 420            | \$ 459            | \$ 417            | \$ 670            | \$ 243            | -   | -   | -   | -   | -   | -   |
| Expenditures          | \$ 19             | \$ 79             | \$ 42             | \$ 105            | \$ 73             | \$ 60             | -   | -   | -   | -   | -   | -   |
| <b>Ending Balance</b> | <b>\$ 168,525</b> | <b>\$ 168,866</b> | <b>\$ 169,282</b> | <b>\$ 169,594</b> | <b>\$ 170,191</b> | <b>\$ 170,374</b> | -   | -   | -   | -   | -   | -   |

**DEPARTMENT OF COMMERCE GRANT  
Monthly Summary**



|                       | Jan              | Feb              | Mar              | Apr              | May              | Jun              | Jul | Aug | Sep | Oct | Nov | Dec |
|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----|-----|-----|-----|-----|-----|
| Beginning Balance     | \$399,948        | \$399,948        | \$399,948        | \$399,948        | \$399,948        | \$399,948        |     |     |     |     |     |     |
| Expenditures          |                  |                  |                  |                  |                  |                  |     |     |     |     |     |     |
| <b>Ending Balance</b> | <b>\$399,948</b> | <b>\$399,948</b> | <b>\$399,948</b> | <b>\$399,948</b> | <b>\$399,948</b> | <b>\$399,948</b> |     |     |     |     |     |     |