

AGENDA

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160

Port Angeles, Washington

FEBRUARY 27, 2018

3:00 p.m.

COMMISSIONERS

CHERIE KIDD, ANNA MANILDI, BILL PEACH, RANDY JOHNSON, MICHAEL MERIDETH

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT – Agenda Items Only

ACTION ITEMS

- 1a Special Minutes of January 30, 2018
- 1b Ratification of the February 13, 2018 bill payment in the amount of \$24,186.31
- 1c Resolution 2-2018: A Resolution adopting the 2018-2019 Comprehensive Plan
- 1d Motion to approve the Executive Director to sign Professional Services Agreement with EnviorSound Consulting with Geotechnical Services
- 1e Motion to accept the Engagement Letter from Greg Guedel of Hobbs, Straus, Dean and Walker LLP for GC/CM legal services.
- 1f Motion to approve Executive Director to sign contract with Vanir Construction Management for Project Management Services.

ITEMS FOR DISCUSSION

- 2a Executive Director Report
- 2b Financial Report
- 2c Staff Report
- 2d Advisory Committee Report

PUBLIC COMMENT

NEXT MEETING DATE

The next WSMPD meeting will be held on March 27, 2018 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

ADJOURNMENT

1a

SPECIAL MEETING MINUTES

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160

Port Angeles, Washington

JANUARY 30, 2018

3:00 p.m.

COMMISSIONERS

CHERIE KIDD, ANNA MANILDI, BILL PEACH, RANDY JOHNSON

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

Commissioner Bill Peach called the meeting to order at 3:00 p.m. Also present were Commissioners Johnson and Kidd. Commissioner Manilidi was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CCKm to approve the agenda, CRJs, mc

PUBLIC COMMENT – Agenda Items Only

None

ACTION ITEMS

1a Nomination of Officers

1. Board Chair

2. Vice Chair

ACTION TAKEN: CCKm to nominate Bill Peach as Board Chair, CRJs, mc

ACTION TAKEN: CRJm to nominate Cherie Kidd as Vice Chair, CMMs, mc

1b Certification of Appointment of Michael Merideth

ACTION TAKEN: CRJm to approve, CBPs, mc

1c Minutes of November 28, 2017

ACTION TAKEN: CCKm to approve, CRJs, mc

1d Ratification of the October 11, 2017 bill payment in the amount of \$19,571.45

ACTION TAKEN: CCKm to approve, CRJs, mc

1e Ratification of the November 15, 2017 bill payment in the amount of \$23,206.88

ACTION TAKEN: CRJm to approve, CMMs, mc

1f Ratification of the December 12, 2017 bill payment in the amount of \$20,168.12

ACTION TAKEN: CCKm to approve, CRJs, mc

1g Ratification of the January 16, 2018 bill payment in the amount of \$50,631.75

ACTION TAKEN: CRJm to approve, CMMs, mc

1h Motion to approve Resolution 2-2018

ACTION TAKEN: CCKm to approve, CRJs, mc

MINUTES for the Meeting of January 30, 2018
WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD OF COMMISSIONERS
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- 1i Motion to approve the Executive Director to sign a professional Services Agreement with Michael Purdy (*contract attached*)

ACTION TAKEN: CRJm to approve, CCKs, mc

ITEMS FOR DISCUSSION

- 2a Presentation by DA Davidson on upcoming bond issuance.
Jim Nelson, Senior Vice President at DA Davidson, explained in detail the bond financing information and answered questions from the Board.
- 2b Executive Director Report
Steve Burke explained the following:
- There are three different process options for a public works project:
 - (1) Design Bid Build (DBB) - Traditional method
 - (2) Design Build (BD) – A contractor is hired to design and construct project
 - (3) General Contractor/Construction Management (GC/CM) – A contractor is selected during design phase and involved from the beginning.
- Steve Burke explained in detail the benefits of a GC/CM method (3), the authorization to use such method, the approval/selection process, and the project timeline.
- 2c Financial Report
Charlie McClain explained the budget and finance report in detail and answered questions from the board.
- 2d Staff Report
Jessica shared the following:
- Up to 92% capacity for next swim lesson sessions
 - S.P.A.R.K Squad is growing – currently have 34 kids in January
 - Private lessons are growing as well, offering an additional session on Saturdays
- 2d Advisory Committee Report
Greg Shield welcomed Mike Merideth to the Board, and explained the discussions pertaining to the GC/CM process the advisory committee had at their last meeting.

PUBLIC COMMENT

None

NEXT MEETING DATE

The next WSMPD meeting will be held on February 27, 2018 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

ADJOURNMENT

Commissioner Bill Peach adjourned the meeting at 4:55 p.m.

PASSED AND ADOPTED this twenty-seventh of February, 2017

MINUTES for the Meeting of January 30, 2018
WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD OF COMMISSIONERS
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William Shore Memorial Pool District Commissioners

Bill Peach, President

ATTEST:

Rachelle Sires, Clerk.

William Shore Memorial Pool District Transaction List by Date February 13, 2018

16

Type	Date	Num	Name	Account	Split	Debit	Credit
Check	02/13/2018	ACH	Total Benefits Solution	10400 · Cash in Operating Account	200035 · Health Insurance - Sal Employee		3,542.98
Bill Pmt -Check	02/13/2018	7329	Airgas	10400 · Cash in Operating Account	310030 Pool Chemicals		743.28
Bill Pmt -Check	02/13/2018	7330	Albright Managed Networks, LLC	10400 · Cash in Operating Account	410013 Network		105.00
Bill Pmt -Check	02/13/2018	7331	angeles millwork	10400 · Cash in Operating Account	310135 Maintenance Supplies		16.29
Bill Pmt -Check	02/13/2018	7332	AQUATIC SPECIALTIES	10400 · Cash in Operating Account	430020 Training		441.27
Bill Pmt -Check	02/13/2018	7333	Burke, Steve	10400 · Cash in Operating Account	200032 Cafeteria Plan		751.79
Bill Pmt -Check	02/13/2018	7334	Canon Financial Services, Inc	10400 · Cash in Operating Account	450030 Equipment Lease		167.61
Bill Pmt -Check	02/13/2018	7335	Chemical Products Co.	10400 · Cash in Operating Account	480040 Equipment Repair		216.80
Bill Pmt -Check	02/13/2018	7336	City of PA	10400 · Cash in Operating Account	470090 Utilities		9,501.51
Bill Pmt -Check	02/13/2018	7337	Craig L. Miller & Associates P.S.	10400 · Cash in Operating Account	410071 Legal		192.50
Bill Pmt -Check	02/13/2018	7338	Jim's Refrigeration Inc.	10400 · Cash in Operating Account	480010 Building Repair		621.33
Bill Pmt -Check	02/13/2018	7339	Kitsap Bank-Visa	10400 · Cash in Operating Account	Various		3,684.93
Bill Pmt -Check	02/13/2018	7340	McClain, Crouse & Co, PS	10400 · Cash in Operating Account	410041 Accounting		1,250.00
Bill Pmt -Check	02/13/2018	7341	Olympic Party & Custodial Supplies, LLC	10400 · Cash in Operating Account	310035 Janitorial		357.32
Bill Pmt -Check	02/13/2018	7342	Olympic Printers	10400 · Cash in Operating Account	490031 Printing		81.45
Bill Pmt -Check	02/13/2018	7343	Olympic Springs Inc	10400 · Cash in Operating Account	310010 Office		114.41
Bill Pmt -Check	02/13/2018	7344	Pacific Office Equipment	10400 · Cash in Operating Account	490031 Printing		204.46
Bill Pmt -Check	02/13/2018	7345	Salsbury Industries	10400 · Cash in Operating Account	480010 Building Repair		109.90
Bill Pmt -Check	02/13/2018	7346	Starfish Aquatics Institute	10400 · Cash in Operating Account	490040 Memberships and Dues		875.00
Bill Pmt -Check	02/13/2018	7347	Strategic Technology Solutions	10400 · Cash in Operating Account	420010 Telephone		85.40
Bill Pmt -Check	02/13/2018	7348	Sunset Do it Best	10400 · Cash in Operating Account	310135 Maintenance Supplies		12.93
Bill Pmt -Check	02/13/2018	7349	Susan Anderson	10400 · Cash in Operating Account	3473011 Pass Sales		247.50
Bill Pmt -Check	02/13/2018	7350	Swains General Store	10400 · Cash in Operating Account	310135 Maintenance Supplies		88.95
Bill Pmt -Check	02/13/2018	7351	Trane U. S. Inc.	10400 · Cash in Operating Account	480010 Building Repair		488.70
Bill Pmt -Check	02/13/2018	7352	Visa	10400 · Cash in Operating Account	20000 · Accounts Payable		
Bill Pmt -Check	02/13/2018	7353	Wave	10400 · Cash in Operating Account	420023 Website	0.00	
Bill Pmt -Check	02/13/2018	7354	Donald & Pamela Almont	10400 · Cash in Operating Account	3473011 Pass Sales		35.00
							250.00
							24,186.31

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the district. I am authorized to approve payment to the above listed claims that will be ratified by the WSMPD Board of Commissioners at the next

Signature

Date

Signature
board ratification:

Date

Randy Johnson

Commissioner

Recused from any bills related to Clallam County

Cherie Kidd

Commissioner

Recused from any bills related to the City of Port Angeles

Bill Peach

Commissioner

Recused from any bills related to Clallam County

Anna Minaldi

Commissioner

Brad Collins

Commissioner

Recused from any bills related to the City of Port Angeles

WILLIAM SHORE POOL



State of Washington
Capital Projects Advisory Review Board (CPARB)
Project Review Committee (PRC)

Application for Project Approval
Aquatic Center Renovation and Expansion Project
GC/CM Delivery

Submitted by
William Shore Pool District
February 20, 2018



William Shore Memorial Pool District

Capital Projects Advisory Review Board
Project Review Committee
Talia Baker, Administrative Support

February 20, 2018

Re: William Shore Pool District's application to use GC/CM for Aquatic Center Renovation and Expansion Project

Dear Members of the Project Review Committee:

We have attached the William Shore Pool District's application to the Project Review Committee (PRC) to use the GC/CM project delivery method for the District's \$12.9 million Aquatic Center Renovation and Expansion Project in Port Angeles. The District is a Metropolitan Park District authorized under RCW 35.61. The Project is an ideal candidate for delivering through the GC/CM process, and will be successfully managed by an outstanding team with Washington State GC/CM experience.

Project Meets GC/CM Use Criteria: This multi-year Project meets four of the six criteria identified in RCW 39.10.340. The Project involves complex scheduling and phasing at a facility which needs remain in continuous operation during construction, and is the type of project for which the GC/CM process is ideally suited. The Project calls for demolition and new construction at the site while remaining operational. The GC/CM's involvement during preconstruction is critical to the successful sequencing and phasing of what the architect has preliminarily identified as a two phase Project extending over a 14 month period. Without use of the GC/CM process, the District faces risks of this important community recreational facility not being able to respond to the public's needs at all times.

Project Team GC/CM Qualifications: In addition to other Project Team members, we have carefully assembled the following team of outstanding professionals to manage the GC/CM procurement, contracting, and construction management functions, all of whom have extensive Washington State GC/CM experience:

- Mike Purdy (GC/CM Advisor)
- Kris Beason (Senior GC/CM Project Manager – Vanir Construction Management)
- Greg Guedel (GC/CM Outside Legal Counsel)
- Paul Curtis (Architect Project Manager, ARC Architects)

Thank you for your consideration of our application to use the GC/CM process for this critical Project for the William Shore Pool District. We look forward to meeting with the PRC on March 22, 2018 and responding to any questions you may have about the Project.

Please contact Steven Burke at 360-460-3526 or email sburke@williamshorepool.org, if there are any questions or requested clarifications regarding this submittal.

Sincerely

Steven D. Burke
Executive Director
William Shore Pool District

State of Washington
Capital Projects Advisory Review Board (CPARB)
Project Review Committee (PRC)

APPLICATION FOR PROJECT APPROVAL

To Use the General Contractor/Construction Manager (GC/CM) Contracting Procedure

The CPARB PRC will only consider complete applications: Incomplete applications may result in delay of action on your application. Responses to Questions 1-8 and 10 should not exceed 20 pages (font size 11 or larger). Provide no more than six sketches, diagrams or drawings under Question 9

1. Identification of Applicant

- (a) Legal name of Public Body (your organization): **William Shore Memorial Pool District**
- (b) Address: **225 E. 5th St. Port Angeles, WA 98362**
- (c) Contact Person Name: **Steven D. Burke** Title: **Executive Director**
- (d) Phone Number: **360-460-3526** Fax: **N/A** E-mail: **sburke@williamshorepool.org**

2. Brief Description of Proposed Project

Please describe the project in no more than two short paragraphs.

The Aquatic Center Renovation and Expansion Project is a comprehensive renovation and expansion of the region's only public Aquatic Center that was originally built more than a half-century ago in 1961. In the last nine years the number of annual visits to the Aquatic Center has doubled to more than 100,000. Located in Port Angeles, the Aquatic Center has been operated by the William Shore Pool District since 2009, a Metropolitan Park District formed under RCW 39.61. The renovation and expansion of the facility has strong community support for this once-in-a-generation Project. In November, 2017, the voters authorized the sale of bonds to help finance the Project with an astounding 70% approval rate.

The Project will almost double the size of the Aquatic Center from 14,000 square feet to 23,000 square feet. In order to ensure that the Aquatic Center is able to operate continuously in providing its health and recreation services to the 28,000 residents of the District, the Project will be constructed as a strategic two-phased project that will involve demolition, new construction, and renovation to keep the pool open for all but four months of the construction project. The project will consist of:

- 1.) New entrance, changing rooms, and additional parking: The current entrance and changing areas are not ADA compliant and the piping/sewer is not in repairable condition. Six new family change rooms will be added. Parking will be increased by 25 spaces and 4 additional ADA spaces.
- 2.) New kids splash pool with a lazy river and vortex ring: Currently the Aquatic Center does not have play and splash options for younger kids.
- 3.) New warm water pool for exercise classes and swim lessons: The Aquatic Center provides therapy and exercise classes for our community hospital for patients pre and post treatment.
- 4.) New hydrotherapy spa and sauna
- 5.) Renovation of existing pool and decks: Existing open scum gutters have lost structural integrity and need to be replaced with a grated gutter system.

See Attachment A for drawings of project.

3. Projected Total Cost for the Project:

A. Project Budget

Item	Cost
Professional Services (A/E, Preconstruction, Legal, etc.)	\$1,055,655
Estimated project construction costs (including construction contingencies)	\$9,738,103
Equipment and Furnishing costs (Included in construction cost)	N/A
Site costs (No site costs are anticipated for this project)	N/A

Contract administration costs (Owner, CM, special inspections, connection fees, permits, testing, etc.)	\$245,289
Owner Contingency (10%)*	\$973,810
Sales Tax: 8.6%	\$921,224
Total	\$12,934,081

*Note: * The District has included in the project construction costs above a 10% construction budget contingency amount for change orders, well above the required 5% construction budget contingency required by RCW 39.10.350.*

B. Funding Status

Please describe the funding status for the whole project.

Note: If funding is not available, please explain how and when funding is anticipated

The Project will be funded from a combination of sources, including voter approved bonds, other bonding capacity of the District, State capital funds, and grants.

Funding Source	Amount	Notes
CURRENTLY AVAILABLE FUNDING		
Voter-Approved General Obligation Bonds	\$3,500,000	Approved by voters on November 7, 2017.
Other General Obligation Bonds	\$7,500,000	District's bond capacity not subject to voter approval
Total Bond Funding	\$11,000,000	
PENDING FUNDING		
State Capital Budget Appropriation	\$3,000,000	Rep. Steve Tharinger, Capital Budget Chair approved project for 2019-2021 biennium budget.
CDBG Grant	\$750,000	This grant would be through the State Department of Commerce. Applications due May 2018 for 2019 funding
Youth Recreational Facilities (YRF) Grant	\$1,200,000	This grant would be through the State Department of Commerce. Applications due May 2018 for 2019 funding in biennium budget.
Land and Water Conservation Fund (LWCF) (RCO)	\$500,000	This grant is by the Washington State Recreation and Conservation Office. Application due May 2018 and funded in 2019.
Total Grant Funding	\$5,450,000	
Total Project Funding	\$16,450,000	

If a sufficient amount of the grant funds does not get approved, the District would either delay the project or reduce the scope of the project to match the funds available from issuance of the General Obligation Bonds.

4. Anticipated Project Design and Construction Schedule

Please provide: The anticipated project design and construction schedule, including (1) procurement; (2) hiring consultants if not already hired; and (3) employing staff or hiring consultants to manage the project if not already employed or hired.

A. Procurement:

The draft procurement schedule is included as part of our response to question 7 in this application. In addition, a more detailed project design and construction schedule is included in Attachment B, outlining major milestone events during design, GC/CM selection process, and construction.

B. Hiring Consultants:

Owner's Representative: Steve Zenovic, PE, of Zenovic and Associates is under contract with the District as the Owner's Representative (reporting to the District's Project Manager) as the District's construction manager and will provide on-site construction inspection, interfacing with the GC/CM, submittal reviews, change order review, pay application review.

Senior GC/CM Project Manager: Kris Beason, Senior Director at Vanir Construction Management has been contracted to provide guidance and support in the pre-construction and construction phases. Kris has worked on numerous GC/CM projects in the State of Washington.

GC/CM Advisor: Mike Purdy, Principal of Michael E. Purdy Associates, LLC, has been hired by, and is under contract with, the District as a consultant and will guide and assist the District with the Washington State required GC/CM selection and contracting process, as well as providing GC/CM related support throughout construction of the Project.

Outside GC/CM Legal Counsel: W. Gregory Guedel, PhD of the law firm Hobbs, Straus, Dean & Walker has been selected to provide outside legal counsel for the Project regarding specific GC/CM selection and contracting issues.

Architect: The District has hired and contracted with ARC Architects to provide the A/E services for the Project including Schematic Design, Design Development, Construction Documents and for construction administration duties. ARC Architects brings over 40 years of experience designing recreation and community center projects and has done several GC/CM projects, including the Eastside Aquatic Center for Tacoma Metro Parks.

Employing Staff: The District's Project Manager will be Steven Burke who has successfully served as Project Manager on the District's past Design-Bid-Build public works projects and has over 35 years of pool construction experience that includes new pool construction and renovation of existing pools.

5. Why the GC/CM Contracting Procedure is Appropriate for this Project

Please provide a detailed explanation of why use of the contracting procedure is appropriate for the proposed project.

The District has evaluated the Aquatic Center Renovation and Expansion Project and believes it more than qualifies for using the GC/CM project delivery method since it meets four of the six criteria identified in RCW 39.10.340.

Please address the following, as appropriate:

Complex Scheduling, Phasing, or Coordination: The Project will require complex and dynamic scheduling, phasing, and coordination to ensure that the Aquatic Center remains operational for all but a short window as described below under the criterion "Construction at an Existing Facility."

Working with the GC/CM, the Project Team will develop a phasing plan that ensures the facility is operational for the maximum amount of time possible. In order to accommodate the complex scheduling and phasing, the District anticipates the MACC may be negotiated in phases also with subcontract bidding staged to occur closest to the actual start of each construction phase. Without a GC/CM, and using the traditional Design-Bid-Build project delivery method, the District would be unable to plan for all of the complexities, contingencies, and ensure adequate coordination to keep all of the program critical functions of the facility operational during construction. The District and ARC Architects have identified the following preliminary

phasing schedule, subject to further refinement and discussions with the GC/CM for additional ideas and input.

Phase 1: *Clearing for new parking lot and construction of new entrance and changing areas while facility remains operational:*

- Scheduling and coordination of moving the existing air handling system while the facility remains operational
- Scheduling and coordination of relocating electrical transformers while the facility remains operational
- Coordination to provide sufficient parking for patrons and staff during construction

Phase 2: *Partial demolition of existing building, demolition of gutters of existing pool and the construction of the three new pools and mechanical rooms:*

- Demolition and renovation of existing pool to include new gutters and decks will need to occur simultaneously while undergoing the new construction of the building envelope and mechanical rooms.
- Coordination of demolition to ensure none of the existing pool plumbing and mechanical becomes damaged or non-operational
- The new entrance, changing rooms and renovated pool will become operational while the completion of the new pools and mechanical rooms are completed.

See Attachment B for a detailed phasing and construction schedule.

Construction at an Existing Facility: The facility is the only public Aquatic Center on the North Olympic Peninsula and is heavily used by the larger community. Children and families use the pool for water safety techniques as they learn to swim. Senior citizens utilize the facility for physical therapy classes. Both the boys and girls high school swim teams depend on the facility to be open for their competitive swim seasons. Because there are no alternative locations for children, families, seniors, and school events, it is critical that as much construction as possible occur while the Aquatic Center remains operational, and that the short closure of the pool occurs outside of the normal school swim team schedule.

To keep the Aquatic Center open, the Project will be constructed in phases as outlined above, that will be discussed with the selected GC/CM to obtain their input and suggestions for different ways to phase the project and for their input on how to minimize costs while maintaining operations. Operational impacts of construction occurring while the facility is open include the following:

- Safety of patrons due to the close proximity of construction
- Coordination between the GC/CM and District of construction activity with recreational programming activity so there are no conflicts
- Coordination of power and water outages to ensure no disruption while the facility is operational

GC/CM Involvement Critical During Design Phase: The involvement of a GC/CM during the design phase will be critical to the success of the Project, not only to help develop the complex phasing and coordination that will be required to keep the Aquatic Center open to the public during construction, but the GC/CM's essential involvement during preconstruction will assist them in developing an accurate understanding of existing conditions and operations at the Aquatic Center and to accurately estimate the cost of working within this complex environment. Because the Project incorporates significant renovations it is essential the GC/CM be involved during the design phase to provide critical recommendations and investigations from a contractor's perspective for adjusting the design to meet District's programmatic and budgetary objectives. The GC/CM will also work with the District and architect in providing valuable constructability reviews and value engineering that will help in constructing the project in the most efficient manner with the least disruption. This Project is simply too risky to deliver using a traditional Design-Bid-Build model that does not include early involvement by the GC/CM to assist with phasing and ensuring continuous operations.

Complex or Technical Work Environment: The Aquatic Center Project will involve the renovation of an existing 200,000 gallon pool while preserving the existing mechanical and plumbing systems. Existing underground mechanical and plumbing may not always be indicated correctly on the as-builts from 1961, and the involvement of the GC/CM during preconstruction to identify locations is critical for the success of the project. The involvement of a GC/CM is also critical in executing this technical work environment that will involve demolition and excavation work being done in very close proximity to the existing and operational pool. The Project also constitutes a complex and technical work environment because of the need to construct new pools inside an existing facility versus new construction. Response to patron needs creates the need for intricate coordination between construction crews and facility operations to ensure quality and predictable programming. Because construction will be occurring adjacent and inside an occupied facility, safety concerns are paramount considerations in the execution of this complex Project.

Work on Building with Historic Significance: No specialized work related to historical significance is anticipated on this Project.

Heavy Civil GC/CM Project: This Project is not a heavy civil construction project.

6. Public Benefit

The use of GC/CM for this Project will serve the public interest by keeping the public facility operational during construction through appropriate phasing and sequencing of the work, bringing contractor expertise in planning for construction at an existing complex facility, and providing critical feedback and value engineering during design. Without the use of the GC/CM process, constructing the project through Design-Bid-Build without contractor input into phasing would likely result in closing down the Aquatics Center for 14 months. This closure would negatively impact the 110,000 visits annually to the facility. In addition, there is a substantial fiscal benefit to using GC/CM, and the use of Design-Bid-Build is not a practical alternative for a number of reasons, all as outlined below.

Substantial Fiscal Benefit:

The use of the GC/CM contracting procedure for this Project will provide significant fiscal benefit to the District based on the following:

- **Revenue Stream:** Maintaining an open Aquatic Center will provide a consistent, reliable revenue stream to the District from programs during the construction.
- **Staff Costs:** By reducing the amount of time the staff of the Aquatic Center will not have to go on unemployment, that reduces the costs of unemployment that is charged to the District by the State Employment Security Department. Significant staff loss would occur if the facility closed for the entirety of the Project which would cause significant cost in new employee recruitment, training, and certifications.
- **Timing:** We expect that bringing the GC/CM onto the team early to aid with phasing and scheduling, confirm on-site utility as-builts and conducting subcontractor bidding at the most opportune times will allow work to be timed to provide the best possible subcontractor and supplier bidding coverage, reducing overall project costs.
- **Value Engineering:** The involvement of the GC/CM during preconstruction will reduce costs through the input provided by the GC/CM on value engineering.
- **Claims:** GC/CM familiarity with physical conditions at the Aquatic Center and schedule/phasing issues, gained during preconstruction, will reduce construction delays and potential claims/change orders from the contractor.

Design-Bid-Build Not Practical for Project: As described above for how the Project meets the criteria for a GC/CM project under RCW 39.10.340, this Project involves a complex work environment, where existing community health and recreational functions must remain operational, and therefore requires phasing to accomplish these objectives. The input from the GC/CM will be critical in successfully planning and sequencing the work. Design-Bid-Build does not afford the District with the critical preconstruction services that will be necessary to plan for the renovation and expansion of the Aquatic Center.

The GC/CM will provide the following benefits for this Project. None of these benefits are possible through the use of Design-Bid-Build.

- During Preconstruction, the GC/CM will provide services related to scope review, constructability analysis, site utilization, examination of existing site conditions, and logistics planning and coordination.
- Design details reviewed by the GC/CM during design development enables the District to mitigate project risks.
- Cost estimating by the GC/CM during Preconstruction as the design is progressing helps ensure the Project is designed consistent with the District's budget.
- Involvement of a GC/CM will help reduce the number RFIs and potential change orders.
- District budget control over the annual budget is simplified when greater accuracy of cost estimates are prepared by the GC/CM and Architect and tracked and reconciled throughout the design phase to the negotiation of the MACC and establishment of the Total Contract Cost for the Project.
- Early GC/CM input relevant to the realistic phasing and timing of the phases is critical in determining an efficient and workable project schedule.
- GC/CM will be selected on the basis of qualifications (and limited pricing for Percent Fee and Specified General Conditions) and not simply based on a low lump sum bid, which often creates adversarial relationships. The Owner/Architect/GC/CM team will be established at the onset of Design Development. By selecting a trusted partner to act as the GC/CM, cooperative relationships between the parties will be enhanced.

In the case of heavy civil GC/CM, why the heavy civil contracting procedure serves the public interest. Not Applicable

7. Public Body Qualifications

Please provide a description of your organization's qualifications to use the GC/CM contracting procedure.

The District has conducted and managed three major capital improvement projects over the last four years, using Design-Bid-Build. Because this Project will be our first GC/CM project, the District will utilize the same model employed by many other public bodies to accomplish their first GC/CM project: bring in the necessary expertise of consultants with Washington State GC/CM experience. In addition to other members, the project team will include the following individuals with Washington GC/CM experience to manage the Aquatic Center Renovation and Expansion Project:

- Mike Purdy, GC/CM Advisor
- Kris Beason, Senior GC/CM Project Manager
- Greg Guedel, GC/CM Legal Counsel
- Paul Curtis, Architect Project Manager

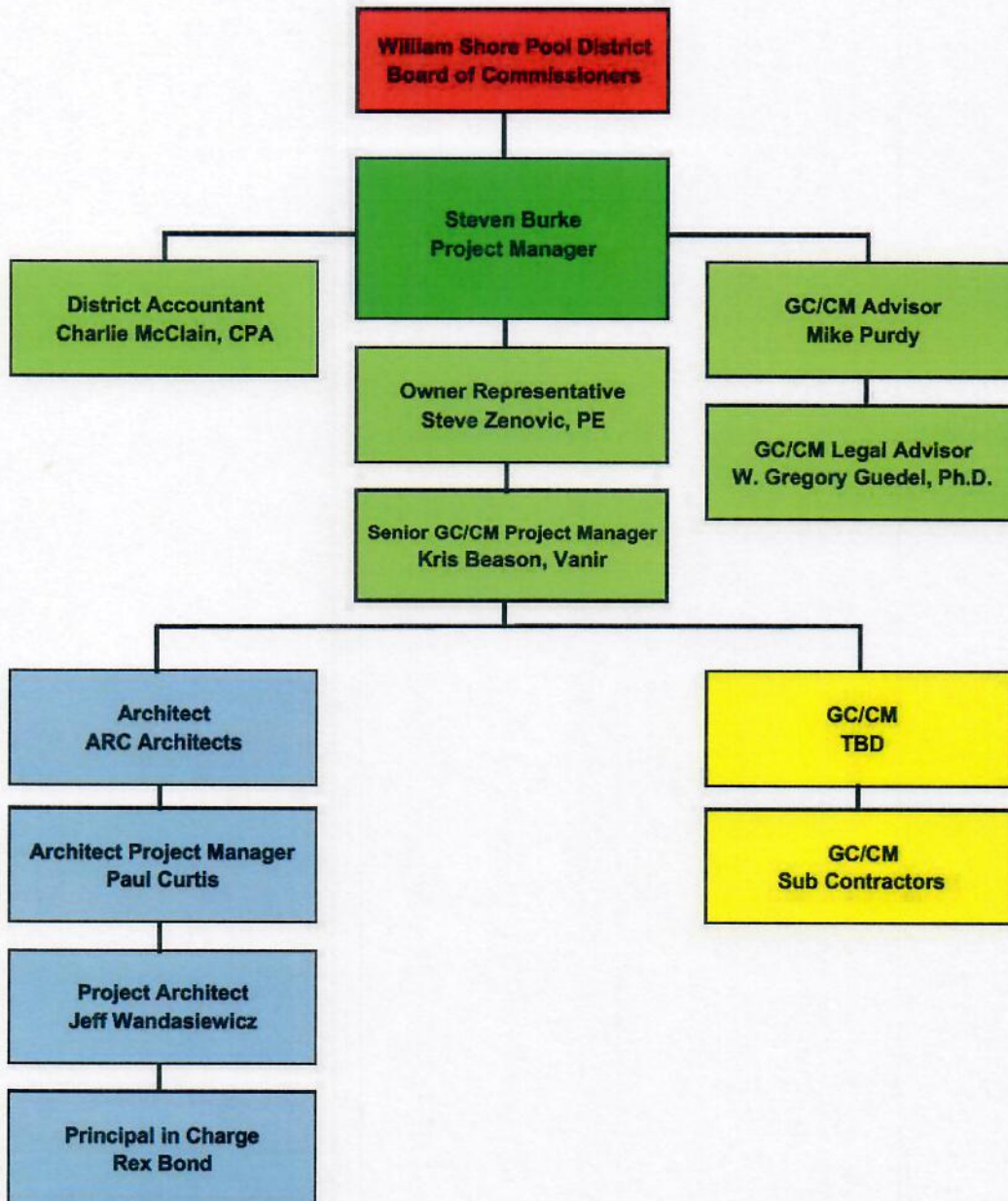
Refer to Attachment D of this application for an historical summary of the construction projects managed by the Project Team.

GC/CM Training: The Project team has been deliberate to ensure its members are educated and have a thorough understanding of how GC/CM operates under chapter 39.10 RCW, the complexities of GC/CM cost categories, preconstruction services, subcontract bidding, MACC negotiations, etc. On February 8, 2018, Mike Purdy provided a full day of GC/CM training and led a project strategy discussion to ensure that District personnel, the Owner's Representative, and ARC Architects have a common understanding of the legal framework for GC/CM, along with an understanding of best practices and strategic decisions that are necessary for this GC/CM project. In addition, Steven Burke, the District's Project Manager, has taken the two day AGC GC/CM training on February 15-16, 2018.

A Project organizational chart, showing all existing or planned staff and consultant roles.

Note: *The organizational chart must show the level of involvement and main responsibilities anticipated for each position throughout the project (for example, full-time project manager). If acronyms are used, a key should be provided.*

William Shore Pool District Project Organization Chart



Project Management Team

Staff and Consultant short biographies (not complete résumés).

PROJECT MANAGEMENT

Steven Burke

Owner's Project Manager

Role: Lead the Project Management Team and manage all aspects of the Aquatic Center Renovation and Expansion Project from the initial preliminary study, managing the delivery of architectural design, through preconstruction, construction, final completion, and beyond. Steve will serve as the District's point of contact

in coordinating with and managing the GC/CM throughout the Project. Manage the negotiations of preconstruction contract and MACC; approve preconstruction deliverables including but not limited to subcontract plan, estimates, and schedule; approve change orders and monthly pay estimates to ensure consistency with provisions of the contract.

Relevant Experience: Steven has been with the District as the Executive Director since its formation in 2009. Steve has served as the Project Manager on several public works projects, including a \$3.5 million project to upgrade all the mechanical and electrical in the Aquatic Center in 2013, and a \$1.5 million project to replace all the plumbing and lighting in the facility in 2012. Both projects were successful and came in at or below budget and reduced the power consumption by over 50%. Steve has more than 35 years of pool construction experience that includes new pool construction and renovation of existing pools and previously worked for a family owned and operated commercial pool construction company. He has extensive experience in plumbing, mechanical, surface coatings, play equipment, and pool equipment installation and commissioning – all of which will be critical elements to the District's successful management of this Project.

Steve Zenovic, PE

Owner's Representative

Role: Represent the Owner on the project site. Inspect the work for conformance with the Contract Documents. Review progress schedule during preconstruction and construction. Review draft pay applications and draft change orders and make recommendations to the Owner's Project Manager. Process RFIs and submittals from the GC/CM. Assist with project close-out. During preconstruction, become familiar with the Project and Contract Documents, and provide advice during this period.

Relevant Experience: Steve has 42 years of both public and private construction management experience. In his role as Consulting Principal Engineer at Zenovic & Associates, Inc., Steve manages major public and private projects that cover a significant depth and breadth of engineering and land surveying tasks. His extensive experience in civil engineering, mechanical engineering, land surveying, and construction provides owners with a knowledgeable individual who can efficiently direct the work and effectively provide technical review and analysis. Steve's areas of expertise include construction observation and inspections, project management, project planning and infrastructure design. Recent projects for which he has provided oversight include the Mt. Angeles Redevelopment Project and the Wildwood Terrace Site Improvements for the Peninsula Housing Authority, Port Angeles Waterfront Improvements for the City of Port Angeles, the Administration, Design, and Interior Fabrication Facility for Westport Yachts, the Administration Building and Substation/Dispatch site development for the Public Utility District #1 of Clallam County, and Sequim Soccer Facility Upgrades for Sequim Family Advocates.

Kris Beason

Senior GC/CM Project Manager, Vanir Construction Management

Role: Provide the Project Manager with guidance and advice during the GC/CM selection process, preconstruction, MACC negotiations, and construction, including but not limited to the following: Review and advise on draft GC/CM RFP and RFFP, GC/CM's Preconstruction Work Plan, GC/CM's Constructability Analysis, cost estimates and reconciliation of estimates, GC/CM's Construction Schedule/Phases/Sequencing, GC/CM's Subcontract Plan and bid packages, GC/CM's Construction Management Plan, RFIs, Submittals, Change Orders, and pay applications; advise the owner on managing the Risk Contingency and Owner Contingency Accounts. Kris will be involved with the project to the end through project close-out.

Relevant Experience: Kris Beason has over 30 years of experience in the construction industry in the Pacific Northwest. She has worked on a variety of GC/CM projects, both in the public and private sectors. Her GC/CM experience includes the Washington Dept. of Commerce's Pacific Towers Project and several school district new construction projects. Private GC/CM experience includes the Crystal Mountain Lodge Project, YMCA new construction and hotel renovations.

ARCHITECTURAL DESIGN & CONSTRUCTION ADMINISTRATION

Paul Curtis

Architect Project Manager, ARC Architects

Role: Manage the architectural delivery of design and coordination with the Owner, design and engineering subconsultants and GC/CM throughout the project.

Relevant Project Experience: Paul, as a Principal with ARC, has 19 years of experience designing and constructing public and private projects for all project delivery types, including Washington State GC/CM, Design-Build, Private GC/CM, and traditional Design-Bid-Build. Paul was the Project Manager for the Rainier Beach Community Center and Pool and the Eastside Tacoma Community and Aquatic Center projects that used the GC/CM process. Paul has been responsible for architectural design, consultant coordination, construction administration and specification research and writing. He is well versed in the skills required to manage a GC/CM project from schematic design through construction administration while keeping a project on schedule and within budget.

Jeff Wandasiewicz

Project Architect, ARC Architects

Role: Manage the architectural delivery of all design and construction documents related to this Project.

Relevant Experience: Jeff, as a Principal with ARC, is a registered architect and has more than 17 years of experience. Jeff has built an extensive portfolio of civic work, recognizing the interface of public agency staff to the general public. Jeff has been the Architect of Record for two private GC/CM projects and over 15 Design/Bid/Build projects.

Rex Bond

Principal-in-Charge, ARC Architects

Role: Program management and oversight of the requirements of the architectural, engineering, and construction, and manage the contractual relationship with the District.

Relevant Experience: Rex has headed up much of ARC's portfolio of civic/public projects including the Rainier Beach Community Center and Pool and the Eastside Tacoma Community and Aquatic Center projects that both used the GC/CM process. Rex has been practicing architecture for 35 years, 29 of which have been with ARC Architects. As Principal-in-Charge of the project he will oversee all aspects of work.

GC/CM PROCUREMENT AND CONTRACTING

Mike Purdy

GC/CM Advisor, Michael E. Purdy Associates, LLC

Role: Provide strategic GC/CM guidance and advice to the District for the GC/CM selection, negotiations, contract administration, and close-out processes, including but not limited to the following: compliance with RCW 39.10, provide training to Project team on GC/CM, develop RFP and RFFP and related documents for the GC/CM selection process, help guide the District through the GC/CM selection process, assist in negotiation of preconstruction and construction contracts, pre-bid eligibility for subcontractors, bidder responsibility criteria, early subcontract bidding, review of proposed subcontract bid packages by the GC/CM, bonding, prevailing wages, review of schedule of values for consistency with GC/CM cost categories and the contract, review of pay applications and change orders, review of appropriateness of using funds from various GC/CM cost categories. The District is committed to using Mr. Purdy's expertise during preconstruction and construction, and until the completion of the Project.

Relevant Experience: With more than 30 years of experience as a manager in public contracting and procurement with some of the largest government agencies in the State of Washington, and as an independent consultant for more than a dozen years, Mike Purdy is one of the State's most experienced and respected leaders and experts in public contracting, especially GC/CM. As the Contracts Manager at the University of Washington, Mr. Purdy was a key player in the selection, contracting, and administration of more than a dozen GC/CM projects at the University. He served in a similar role for three multi-million dollar GC/CM housing redevelopment projects when he was the Contracting and Procurement Manager at the Seattle Housing Authority. As the Principal of Michael E. Purdy Associates, LLC, Mr. Purdy has provided GC/CM consulting services to 11 public bodies (City of Seattle, Sound Transit, Tacoma Water, City of Bellingham, Port of Pasco, Ridgefield School District, Kennewick School District, City of Everett, Kitsap County, Port Townsend School District, LOTT Clean Water Alliance), successfully guiding them through the GC/CM procurement and contracting process for their first GC/CM projects. Mr. Purdy is a frequent trainer and speaker on GC/CM and other public procurement and contracting issues, and was the author for many

years of the popular Mike Purdy's Public Contracting Blog, followed by thousands of contracting professionals in the state and around the country.

Greg Guedel, PhD

GC/CM Legal Advisor, Hobbs Straus Dean & Walker

Role: Provide legal guidance to the District for RCW 39.10 compliance, procurement, negotiation, contracting, subcontracting, and contract administration.

Relevant Experience: Dr. Guedel has more than 20 years of legal experience supporting major public and private infrastructure projects, and has been providing municipalities throughout Washington with legal guidance on GC/CM contracting since the expansion of RCW 39.10 in 2007. He has successfully assisted numerous Washington state public bodies with GC/CM projects including the Washington State Convention Center Expansion, Kennewick General Hospital Expansion; Kennewick Elementary School Modernization Project; the Skyline Hospital for the Klickitat County Public Hospital District; Port of Pasco Tri-Cities Airport; Greenbridge Early Learning Center; LOTT Alliance's Budd Inlet Wastewater Treatment Plant Upgrade; City of Bellingham's Post Point Wastewater Treatment Plant; and Pierce County's Chambers Creek Wastewater Treatment Plant. He has provided numerous training seminars on RCW 39.10 GC/CM and Design-Build project delivery methods for municipalities and industry professionals, and is a regularly featured speaker on alternative construction procurement methods in Washington. For 20+ years Dr. Guedel was an attorney with the law firms of Oles Morrison Rinker & Baker LLP and Foster Pepper PLLC in Seattle, and now is an attorney with Hobbs Straus Dean & Walker LLP based in Oklahoma City. Dr. Guedel and Mike Purdy (see above) have collaborated together on four previous GC/CM projects for public bodies using GC/CM for the first time, with each project being delivered to successful completion. Prior to his legal career, Dr. Guedel studied and practiced construction management as an officer serving in the Army Corps of Engineers.

Project Team Level of Involvement

Individual	GC/CM Procurement and Contracting	Pre- Construction	Construction
Steven Burke, <i>Owner's Project Manager</i>	95%	95%	95%
Steve Zenovic, <i>PE, Owner's Representative</i>	20%	30%	50%
Kris Beason, <i>Senior GC/CM Project Manager</i>	10%	50%	30%
Paul Curtis, <i>Architect Project Manager</i>	20%	40%	40%
Jeff Wandasiewicz, <i>Project Architect</i>	10%	60%	40%
Rex Bond, <i>Architect Principal-in-Charge</i>	10%	10%	10%
Mike Purdy, <i>GC/CM Advisor</i>	30%	20%	15%
Greg Guedel, <i>GC/CM Legal Counsel</i>	As needed	As needed	As needed
Charlie McClain, <i>District Accountant</i>	0%	5%	10%

Provide the **experience and role on previous GC/CM projects delivered** under RCW 39.10 or equivalent experience for each staff member or consultant in key positions on the proposed project. (See Attachment D for an example. The applicant shall use the abbreviations as identified in the example in the attachment.)

The qualifications of the existing or planned project manager and consultants.

Please refer to the bios above and Attachment D that summarizes the relevant GC/CM construction projects on which the Project Management Team has worked.

If the project manager is interim until your organization has employed staff or hired a consultant as the project manager, indicate whether sufficient funds are available for this purpose and how long it is anticipated the interim project manager will serve. Not Applicable

A brief summary of the construction experience of your organization's project management team that is relevant to the project.

Please refer to the bios above and Attachment D that summarizes the relevant GC/CM construction projects on which the Project Management Team has worked.

A description of the controls your organization will have in place to ensure that the project is adequately managed.

The District's Project Team are proven experts in developing and implementing project controls and procedures to guide the project to a successful and timely completion. The District will draft a specific Project Management Plan to outline critical project team responsibilities and procedures for budget, schedule and change of work controls. This plan will provide a responsibility matrix and will address specific expectations for the District, project partners, the design team and the project management team. Subsequent expectations of the GC/CM team will be identified in the RFP and GC/CM contract wording.

Project budgets, schedules and estimates will be established early on and revisited, reviewed and approved at each design phase by the project manager and the District's Board of Commissioners. The project management team will coordinate to ascertain that all parties are aware of any development that might affect the budget and that all expenditures are received, reviewed and approved prior to payment. Expenditure limits on a per occurrence basis will be established by the District's Board and a line of signature authority will be implemented. As needed, each phase will be tracked individually to maintain proper control of design, schedule and costs. This expectation will most likely drive separate budgets within the MACC cost development by the GC/CM team in an effort to better control the process and identify design, schedule or budget shortfalls. Each phase of design will be reviewed for scope and budget and will be approved by the District Board before moving into the next design phase

Contingencies will include statute-driven contingencies and conservative owner contingencies (10%) to provide cushion beyond those figures established in the GC/CM contract. Budget, design, and schedules will be reconciled at each design stage prior to moving forward with the next design phase. If budget shortfalls are identified, the entire team will cooperate to make whatever changes are necessary to bring the project back within budget.

Once under construction, work will be documented daily by the Owner's Representative and progress meetings will be held to facilitate progress of the work. Schedules will be tracked on a weekly basis and budget updates will be required monthly. On-site inspections conducted by District's Owner's Representative will be documented on a daily basis. The GC/CM team will be expected to provide buyout updates on a bimonthly basis, full budget overviews on a monthly basis and provide District approved safety and QA/QC strategic plans as well as project reporting provision for documentation. It is anticipated that the District will implement a Management Committee within the District Board to approve budget expenditures beyond established limits, but within contingency allotments. GC/CM and legal matters will be reviewed and supported by Gregory Guedel, the District's outside GC/CM legal counsel.

A brief description of your planned GC/CM procurement process.

Due to the unique nature of the project, specialty construction and rural location of the project, we have already begun a contractor outreach process to encourage GC/CM contractor participation. This outreach will include public advertisement, direct solicitation and encouragement of teaming and joint-venture arrangements by proposers.

GC/CM Procurement

The District's GC/CM procurement process will be based on the requirements of chapter 39.10 RCW and emerging best practices for Washington State GC/CM projects, with significant input and advice from our GC/CM Advisor, Mike Purdy, our Senior GC/CM Project Manager, Kris Beason, along with Greg Guedel (legal counsel), ARC Architects staff, and District staff. The selection process will include initial proposals focused on bidder qualifications and project approach, interviews of qualified firms, and then final proposals

in which the finalist contractors will submit their prices for Percent Fee and a fixed amount for Specified General Conditions work. The firm with the highest total score from the scoring of Proposal, Interview, and Final Proposal, will be selected to provide Preconstruction Services and MACC negotiations. During the selection process, in the unlikely event of a tie, the firm with the lowest proposal price will be selected. The RFP and RFFP documents that will be used are time-tested documents used on many previous Washington state GC/CM projects

Design and Construction Schedule

Activity	Date
GC/CM Selection Process	
• Advertise and Issue Request for Proposals (RFP)	4-3-2018
• Pre-Proposal Meeting and Site Visit	4-19-2018
• Submission of RFP Questions Due	4-23-2018
• Proposal Submission Deadline	5-1-2018
• Proposal Reviews Completed	5-8-2018
• Notify Short-Listed Firms	5-9-2018
• Interview Short-Listed Firms	5-17-2018
• Notify Finalists	5-18-2018
• Issue Request for Final Proposals (RFFP)	5-21-2018
• Pre-Pricing Proposal Meeting with Finalists	5-29-2018
• Final Proposal Submission Deadline	6-7-2018
• Notification of Selected GC/CM	6-7-2018
Preconstruction Period	
• Schematic Design Phase	March-June 2018-
• Preconstruction Work Plan Due and Start of Preconstruction Contract Negotiation	6-20-2018
• Preconstruction Contract Signed	7-2-2018
• Begin Preconstruction Services	7-3-2018
• Partnering Meeting	7-9-2018
• Design Development Phase	June-August 2018
• Construction Documents Phase	Sept- Dec 2018
• Permitting	Nov 2019 to Jan 2019
• MACC Negotiation	1-7-2019 to 1-18-2019
Construction	
• Construction Phase 1 (Facility to remain open)	Starts April 2019
• Construction Phase 2 (Facility is partially closed)	Starts June 2019

Verification that your organization has already developed (or provide your plan to develop) specific GC/CM or heavy civil GC/CM contract terms.

Using the GC/CM expertise and procurement and contract documents previously developed by our GC/CM Advisor, Mike Purdy, on close to a dozen successful Washington State GC/CM projects, the effort to develop the solicitation and contract documents is well underway including but not limited to the following:

- Request for Proposals
- Request for Final Proposals
 - Bid Form
 - Preconstruction Services Contract;
 - GC/CM Construction Contract;
 - General Conditions;
 - Division 01 (to be provided by ARC Architects);
 - Summary Matrix of Cost Allocation.

These documents reflect compliance with chapter 39.10 RCW and best practices for GC/CM in the state. All documents will be reviewed by the District's outside GC/CM legal counsel.

8. Public Body (your organization) Construction History:

Provide a matrix summary of your organization's construction activity for the past six years outlining project data in content and format per the attached sample provided.

- Project Number, Name, and Description
- Contracting method used
- Planned start and finish dates
- Actual start and finish dates
- Planned and actual budget amounts
- Reasons for budget or schedule overruns

Please refer to Attachment C for a detailed list of the District's construction history.

9. Preliminary Concepts, sketches or plans depicting the project

To assist the PRC with understanding your proposed project, please provide a combination of up to six concepts, drawings, sketches, diagrams, or plan/section documents which best depict your project. In electronic submissions these documents must be provided in a PDF or JPEG format for easy distribution. Some examples are included in attachments E1 thru E6. At a minimum, please try to include the following:

- A overview site plan (*indicating existing structure and new structures*)
- Plan or section views which show existing vs. renovation plans particularly for areas that will remain occupied during construction.

Note: Applicant may utilize photos to further depict project issues during their presentation to the PRC.

Please refer to Attachment A for the preliminary concepts, sketches or plans depicting the project

10. Resolution of Audit Findings on Previous Public Works Projects

If your organization had audit findings on **any** project identified in your response to Question 8, please specify the project, briefly state those findings, and describe how your organization resolved them.

The District has been audited during the years for all the public works projects by the Washington State Auditor's Office and there have been no findings.

CAUTION TO APPLICANTS

The definition of the project is at the applicant's discretion. The entire project, including all components, must meet the criteria to be approved.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

In submitting this application, you, as the authorized representative of your organization, understand that: (1) the PRC may request additional information about your organization, its construction history, and the proposed project; and (2) your organization is required to submit the information requested by the PRC. You agree to submit this information in a timely manner and understand that failure to do so shall render your application incomplete.

Should the PRC approve your request to use the GC/CM contracting procedure, you also understand that: (1) your organization is required to participate in brief, state-sponsored surveys at the beginning and the end of your approved project; and (2) the data collected in these surveys will be used in a study by the state to evaluate the effectiveness of the GC/CM process. You also agree that your organization will complete these surveys within the time required by CPARB.

I have carefully reviewed the information provided and attest that this is a complete, correct and true application.

Signature: 

Name (please print): Steven D. Burke

Title: Executive Director, William Shore Pool District

Date: 2-20-2018



William Shore Memorial Pool EXISTING SITE PLAN



arc



William Shore Memorial Pool EXISTING FLOOR PLAN



arc

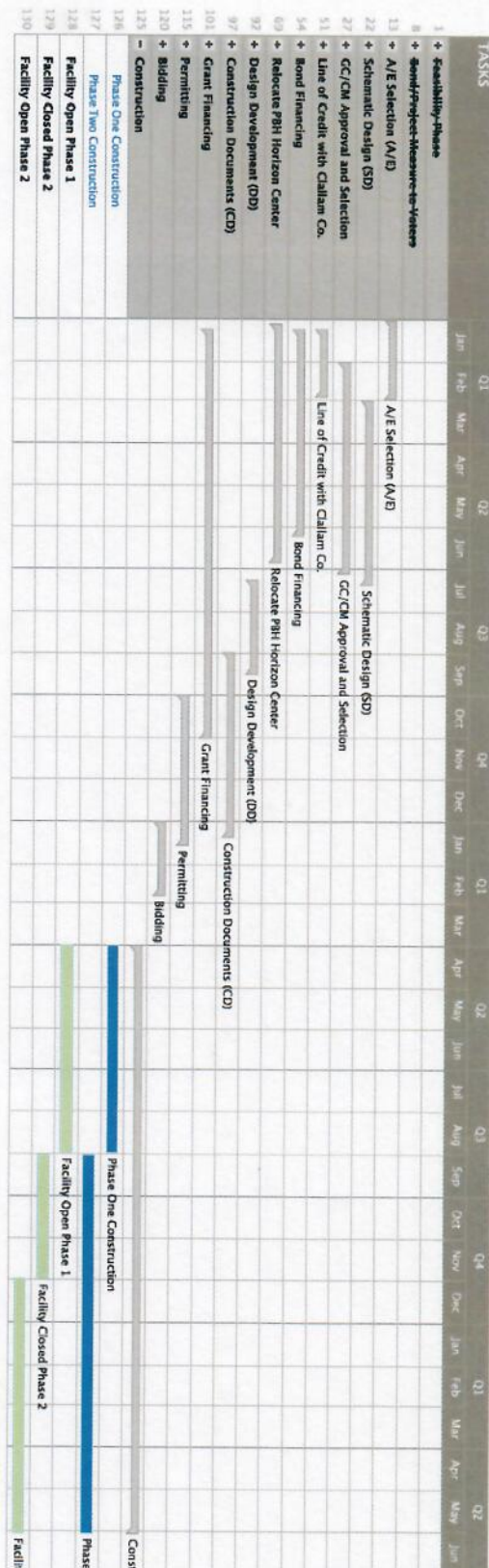
William Shore Memorial Pool

PROJECT FLOOR PLAN





ATTACHMENT B The District Renovation and Expansion Project Timeline



Attachment C
William Shore Pool District - Construction History

Project #	Project Name	Project Description	Contracting Method	Planned		Actual		Planned		Actual		Reason for Budget or schedule overrun
				Start	Finish	Start	Finish	Budget	Budget	Budget	Budget	
1	Energy Upgrade Project Phase 1	Replacement of natatorium plumbing and lighting	DBB	May-12	Sep-12	May-12	Sep-12	1.5M	1.5M	1.5M	1.5M	On budget and on time
2	Energy Upgrade Project Phase 2	Replacement of mechanical room, plumbing and lighting	DBB	April 13	Sep 13	April 13	Sep 13	3.5M	3.5M	3.5M	3.5M	On budget and on time
3	Parking Lot Upgrade Project	Parking lot reconstruction	DBB	April 15	April 15	April 15	April 15	60K	60K	55K	55K	Below budget

Attachment D

Team Experience with Project Delivery

Project #	Name/Title	Organization	Project Name	Role during Project Phases				
				Contracting Method	Project Budget	Planning	Design	Construction
1	Steven Burke, Project Manager	William Shore Pool District	Energy Upgrade Phase 1	DBB	\$1.5M	OE/O/PM	OE/O/PM	OE/O/PM
2			Energy Upgrade Phase 2	DBB	\$3.5M	OE/O/PM	OE/O/PM	OE/O/PM
3			Parking lot reconstruction	DBB	\$60K	OE/O/PM	OE/O/PM	OE/O/PM
4	Kris Baason, Senior GC/CM Project Manager	Varir Construction Management	State of Washington Dept of Commerce Pacific Tower	GC/CM	\$5.4M	PM	PM	PM
5			Lake Washington School District Benhamin Rush Elem.	GC/CM	\$34M	PM	PM	PM
6			Tacoma School District Stadium HS Blockhouse	GC/CM	\$500K	PM	PM	PM
7			YMCA Tenant Improvement	P-GC/CM	\$24M	PM	PM	PM
8			Seattle Sheraton Fitness Center Renovation	P-GC/CM	\$1.5M	PM	PM	PM
9			Boyer West Crystal Mountain Lodge	P-GC/CM	\$2.5M	PM	PM	PM
10	Steve Zenovic, PE, Owner Rep./Project Engineer	Zenovic and Associates	Westport Yacht Fabrication Facility	P-GC/CM	\$3.5M	CM	CM	CM
11			ML Angeles Redevelopment Project for PA Housing Authority	DBB	\$3.8M	CM	CM	CM
12			Willowood Terrace Site Improvements for PA Housing Authority	DBB	\$750K	CM	CM	CM
13			Public Utilities District Substation and Dispatch Facility	DBB	\$2.0M	CM	CM	CM
14			Port Angeles City Waterfront Improvements	DBB	\$6.6M	CM	CM	CM
15			Port Angeles City Waterfront Trail	DBB	\$6.6M	CM	CM	CM
16	Mike Purdy, GC/CM Advisor	Michael Purdy Associates	LOTT Clean Water Alliance, Budd Inlet Treatment Plant	GC/CM	\$31M	PROC	PROC	PROC
17			Sound Transit, University of Washington Station	GC/CM	\$115M	PROC	PROC	PROC
18			City of Bellingham, Post Point Wastewater Treatment	GC/CM	\$28M	SUBPROC	SUBPROC	SUBPROC
19			City of Tacoma (Water), Green River Filtration Facility	GC/CM	\$161M	SUBPROC	SUBPROC	SUBPROC
20			City of Seattle, Fire Station 14 Renovation	GC/CM	\$6M	PROC	PROC	PROC
21			Kennelwick School District, Kennelwick Elementary	GC/CM	\$26M	SUBPROC	SUBPROC	SUBPROC
22			Ridgely School District, Ridgely Capital Imp. Project	GC/CM	\$49M	PROC	PROC	PROC
23			City of Everett, Water Pollution Control Facility Phase C	GC/CM	\$31M	SUBPROC	SUBPROC	SUBPROC
24			Port Townsend School District, Grant Street Elementary	GC/CM	\$20M	SUBPROC	SUBPROC	SUBPROC
25			Port of Pasco, Tri-Cities Airport Expansion/Modernization	GC/CM	\$26M	SUBPROC	SUBPROC	SUBPROC
26			Kitsap County, Pump Station 16/67 Upgrades Project	GC/CM	\$2M	SUBPROC	SUBPROC	SUBPROC
27	Paul Curtis, Architect Project Manager	ARC Architects	UW Center for Pediatric Dentistry	GC/CM	\$11.5M	DM	DM	DM
28			Eastside Community and Aquatic Center	GC/CM	\$24.2M	DM	DM	DM
29			Rainier Beach Community Center and Pool	GC/CM	\$16.8M	DM	DM	DM
30			Squamish Tribe Fitness and Youth Center	P-GC/CM	\$10.4M	DM	DM	DM
31			Squamish Tribe Early Learning Center	P-GC/CM	\$2.5M	DM	DM	DM
32			Chenails Tribe Elder Center	P-GC/CM	\$4.7M	DM	DM	DM
33			Eastlake Biotechnology Resource Center	P-GC/CM	\$36.4M	DM	DM	DM
34			Pool and Community Center (confidential client)	DBB	\$9.9M	DM	DM	DM
35			Covington Community Park	DBB	\$7.4M	DM	DM	DM
36			Auburn Community and Youth Center	DBB	\$6.3M	DM	DM	DM
37			Girl Scouts of Western Washington Regional Offices	DBB	\$0.5M	DM	DM	DM
38			Mukilteo Lighthouse Park	DBB	\$1.0M	DM	DM	DM
39			Seattle Fire Station 25	DBB	\$1.1M	DM	DM	DM
40			Seattle Fire Station 34	DBB	\$7.4M	DM	DM	DM
41			Rosehill Community Center	DBB	\$12.1M	DM	DM	DM
42			Mukilteo City Hall	DBB	\$6.9M	DM	DM	DM
43			Kirkland City Hall Renovations	DBB	\$7.0M	DM	DM	DM
44	Rex Bond, Principal in Charge	ARC Architects	South McClellan Apartments	P-GC/CM	\$16.9M	ODM	ODM	ODM
45			Puyallup Tribe of Indians Assisted Living	P-GC/CM	\$4.9M	ODM	ODM	ODM
46			Puyallup Tribe of Indians Elder Center	P-GC/CM	\$9.8M	ODM	ODM	ODM
47			Chenails Tribe Elder Center	P-GC/CM	\$4.7M	ODM	ODM	ODM

Project #	Name/Title	Organization	Project Name	Contracting Method	Project Budget	Planning	Design	Construction
48	(Cont) Rex Bond, Principal in Charge	ARC Architects	Eastlake Biotechnology Resource Center	P-GC/CM	\$36.4M	ODM	ODM	ODM
49			Apartment Building (confidential client)	P-GC/CM	\$7.0M	ODM	ODM	ODM
50			KCHA Southridge Senior Housing Renovation	P-GC/CM	\$1.0M	ODM	ODM	ODM
51			WSU Research and Extension Center	DBB	\$5.1M	ODM	ODM	ODM
52			Mukilteo City Hall	DBB	\$6.9M	ODM	ODM	ODM
53			Union Gap City Hall	DBB	\$6.9M	ODM	ODM	ODM
54			Sammamish City Hall and Police	DBB	\$14.4M	ODM	ODM	ODM
55			Kirkland City Hall Renovations	DBB	\$7.0M	ODM	ODM	ODM
56	Jeff Wandasiewicz, Project Architect	ARC Architects	Apartment Building (confidential client)	P-GC/CM	\$7.0M	AOR	AOR	AOR
57			KCHA Southridge Senior Housing Renovation	P-GC/CM	\$1.0M	AOR	AOR	AOR
58			Redmond City Hall Customer Service and Conference Center	DBB	\$3.0M	AOR	AOR	AOR
59			Seattle Downtown Customer Service Center	DBB	\$0.4M	AOR	AOR	AOR
60			Pivotal Point Apartments	DBB	\$2.9M	AOR	AOR	AOR
61			Sundeleaf Plaza Gateway	DBB	\$2.1M	AOR	AOR	AOR
62			UW Husky Golf Training and Clubhouse	DBB	\$1.0M	AOR	AOR	AOR
63			Union Gap City Hall	DBB	\$6.9M	AOR	AOR	AOR
64			Sammamish City Hall and Police	DBB	\$14.4M	AOR	AOR	AOR
65			Kirkland City Hall Renovations	DBB	\$7.0M	AOR	AOR	AOR
66	Greg Guedel, Outside GC/CM Legal Council,	Hobbs Straus Dean & Walker	Puget Sound Educational Service District's Greenbridge Early Learning Center	GC/CM	\$19M	OPA	OPA	OPA
67			Port of Pasco, Tri-Cities Airport Expansion	GC/CM	\$26M	OPA	OPA	OPA
68			Pierce County Utility, Chambers Creek Wastewater Treatment Plant Expansion	GC/CM	\$263M	OPA	OPA	OPA
69			LOTT Clean Water Alliance, Budd Inlet Wastewater Treatment Plant Upgrade	GC/CM	\$31M	OPA	OPA	OPA
70			Kennewick School District Elementary School Modernization	GC/CM	\$26M	OPA	OPA	OPA
71			City of Bellingham, Post Point Wastewater Treatment Plant Improvements	GC/CM	\$28M	OPA	OPA	OPA
72			Kennewick General Hospital	GC/CM	\$58M	OPA	OPA	OPA
73			Klickitat County's Skyline Hospital	GC/CM	\$9M	OPA	OPA	OPA
74			Klickitat County's Skyline Hospital	DB	\$7M	OPA	OPA	OPA
75			Kent Events Center	DB	\$84.5M	OPA	OPA	OPA

OEX Owner Executive
 OPM Owner Project Manager
 PM Prime Consultant providing management services
 CM Prime Consultant providing construction management
 ODM Owner Design Manager
 DM Prime Consultant providing design management

AOR Architect of Record
 OPA Owners Procurement Attorney
 PROOC Prime Consultant providing Procurement Services
 SUBPROOC Subconsultant providing procurement services



EnviroSound Consulting Geotechnical & Environmental Consulting

January 18, 2018

ESC Proposal No. 18-GE100

Mr. Steve Burke
William Shore Memorial Pool District
225 East 5th Street
Port Angeles, Washington 98362

**RE: PROPOSAL FOR GEOTECHNICAL ENGINEERING INVESTIGATION
AND PHASE I ENVIRONMENTAL SITE ASSESSMENT
PROPOSED POOL IMPROVEMENTS
225 EAST 5TH STREET
Port Angeles, Washington**

Dear Mr. Burke:

We appreciate the opportunity to submit this proposal to provide consulting services for the above referenced project. Our scope of services and cost estimates are based on information provided by Zenovic & Associates and our experience with projects of a similar nature. The following outlines the purpose of the investigations, our understanding of the proposed project, our proposed scope of services, and the estimated cost for our services.

It is our understanding that the existing pool facility will be expanded and remodeled as part of the proposed improvements.

PURPOSE OF INVESTIGATIONS

The purpose of the Geotechnical Engineering Investigation would be to evaluate the proposed development with respect to site soil characteristics, and to provide geotechnical engineering recommendations and opinions for use in the project design and preparation of construction specifications.

The purpose of the Phase I Environmental Site Assessment (ESA) would be to identify obvious recognized environmental conditions (RECs) in connection with the previous and current uses and ownership of the project site. If any RECs are identified, the potential impact on the project site, if any, would be addressed.

PROPOSED PROJECT

We understand that the project consists of the expansion of the existing swimming facility. Finished design plans for the project were not available at the time of this proposal.

GEOTECHNICAL ENGINEERING INVESTIGATION

Our proposed scope of services for this project will include the following:

- Drill three soil borings to a depth of 30 feet or refusal using a limited access drill rig. The borings will be logged by a representative of EnviroSound. Soil samples will be recovered from the borings at regular intervals. The drilling will be performed by a subcontractor. A utility locate using the utility-supported free locate service will be called in for this item. **Please provide any information available regarding existing utilities on the site.**
- Perform a program of laboratory testing appropriate to the soil conditions encountered and the planned construction. We anticipate performing tests for moisture content and grain size distribution.
- A photo ionization detector (PID) will be on site to screen soil samples for the presence of petroleum contaminated soil (PCS). In the event that PCS is encountered, samples will be collected in laboratory provided glassware and placed in coolers. Environmental laboratory analysis is not included in this estimate.
- Perform engineering analyses for the site including foundation settlement, bearing capacity calculation, lateral earth pressures, and pavement design.

We propose to perform the above scope of services for a time and materials cost of \$9,900.00. At the current time scheduling for a drill rig will take 2 to 3 weeks.

Our scope of work specifically does not include additional studies, letters, meetings, report addendums or revisions that may (or may not) be required by any agency that reviews the geotechnical investigation report. Such additional services shall not be undertaken without your prior approval.

Unless otherwise agreed, you will furnish us right-of-entry on the land and be responsible for our entry upon the land where we are to make explorations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have **NOT** included in our fee the cost of restoration of the land or the placement of straw bales in disturbed areas. If you desire us to restore the land areas to their approximate former condition (i.e., compaction of backfill, landscaping, etc.) hydroseed, or obtain and place straw bales in disturbed areas, we will arrange this and add the cost plus 15% to our fee.

The final Geotechnical Engineering Investigation Report will be ready within about 2 to 3 weeks after the fieldwork is completed. However, verbal results may be provided at an earlier date. Three copies of the report will be provided. Additional copies can be provided at a cost of \$15.00 each.

PHASE I ENVIRONMENTAL SITE ASSESSMENT

The Phase I ESA is a fact-finding survey based on visual observations of the subject site, adjacent properties, and the immediate vicinity. In addition, many data sources are reviewed during the study. The Phase I ESA will be conducted in accordance with the current American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (E1527-13).

The purpose of the Phase I Environmental Site Assessment (ESA) would be to identify RECs in connection with the previous and current uses and ownership of the project site. If any RECs are identified, the potential impact on the project site, if any, would be addressed.

The Phase I ESA will consist of:

1. A history of actual site usage. This may utilize records available from aerial photography services, building/planning departments, interviews with past and present owners of the subject site and adjacent properties, Sanborn maps, USGS topographic maps, and historic business directories. A questionnaire may also be provided to various parties for comment.
2. A review of available material for the site which could relate to potential environmental impairment. These materials typically include the following:
 - a) Washington Department of Ecology Records
 - b) County Environmental Health Department Records
 - c) Fire Department Records
3. A reconnaissance of the subject property. This will include visual observation for unusual land coloration, odors, and a description of physical items such as Underground Storage Tanks (USTs), above ground tanks (ASTs) and transformers, drains or wells, high voltage transmission lines, and an evaluation of current land use.
4. A review of the most recent version of Federal, State, and Tribal environmental regulatory lists will be conducted within the specified search radii. Identified sites will be evaluated to determine whether they could likely impact the subject property.
5. Observation of adjacent properties and a file review of sites noted as handling or storing hazardous materials would be conducted to examine past and present conditions that may adversely affect the subject property including: hazardous material business plans, underground or above ground storage tanks, manufacturing, landfills, etc.

No physical testing, such as soil borings or chemical analysis, is included in this phase of the proposal for the Phase I ESA. However observations from the geotechnical investigation regarding soil conditions will be included in the final report. In addition, as the project progresses and more is learned about the property, physical testing may be recommended and/or required to complete the study. This testing would be conducted on a time and materials cost basis after receiving written authorization from the client to proceed. The need for physical or chemical testing may alter the time frame anticipated for the completion of the Phase I ESA.

As an option to provide additional historical information regarding the subject site, the client may obtain a 50-year Chain of Title or Recorded Document Guarantee and make it available for our review. In the event that we are asked to obtain the title document there may be an additional fee.

Final Phase I Environmental Site Assessment Report

The findings of the Project Manager will be compiled in a report for each site that will include at least the following:

1. The detailed findings in each area of inquiry as listed above.
2. Copies of relevant documents, and maps attached as exhibits to the report.
3. An opinion regarding the presence of any contamination by Hazardous Substances currently on the subject site and/or the potential for such contamination in the future.
4. An opinion regarding whether or not additional tests should be performed and, if so, the nature and approximate extent of such recommended tests.
5. The report would be signed by a Registered Geologist.
6. Three copies of the report will be provided. Additional copies can be provided at a cost of \$15.00 each.

Investigative Risks

The Phase I ESA is a carefully conducted, first-phase investigation. Although appropriate inquiries are made, inherent in this type of investigation is a risk that not all pertinent facts would be disclosed by our research effort. Our methodology assumes the client would obtain rights of site entry, provide access to the entire property at one time, and make available any known environmental information such as previous assessments, permits, or compliance documents. Opinions regarding the subject site and surrounding properties would be rendered in accordance with generally accepted professional standards, but they are not to be considered as a guarantee or warranty as to the potential liability associated with environmental conditions or impacts.

The final Phase I ESA can be ready within approximately 3 weeks from the date of authorization. In the event that the scope of work changes, or the client does not quickly provide us access to the property, the report may be submitted to the client at a later date. If desired, a letter of preliminary findings could be provided to the client for an additional cost on a time and materials basis. During the course of the Phase I ESA, if it is determined that additional work may be appropriate, the client would be notified so that the scope of work at the subject site and this Agreement could be modified accordingly.

We propose to perform the Phase I Environmental Site Assessment for a lump sum of \$2,500.

We are in a position to begin the field work for the Phase I ESA within one week after receiving written authorization to proceed. A contract is attached for your signature. EnviroSound will provide a final invoice for each phase of the project upon completion of the work. EnviroSound terms for payment are 30 days upon receipt of the report.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact our office at (360) 698-5950.

Respectfully submitted,
ENVIROSOUND CONSULTING, INC.



SHAWN E. WILLIAMS, LEG.
SENIOR ENVIRONMENTAL GEOLOGIST

SEW:

Contract Attached

Please provide the following information upon authorization:

Project Address (exact street address)

Assessor's Parcel Number

Owner of Parcel

Lender

Owner Address and Phone Number

Lender Address and Phone Number

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between ENVIROSOUND CONSULTING, INC., hereinafter referred to as ESC, and WILLIAM SHORE MEMORIAL POOL DISTRICT, hereinafter referred to as CLIENT.

This AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL letter by ESC, dated 1-18-18, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing. This agreement was developed to be fair and reasonable to both parties. The CLIENT should understand when signing that modern construction creates risks which are not entirely eliminated through the services of ESC. Therefore, in signing this agreement the CLIENT understands that ESC is not providing a warranty or assurance as to the performance of the project.

SCOPE OF BASIC SERVICES

The Scope of ESC's basic services shall consist of those tasks enumerated in the attached PROPOSAL.

The scope of work outlined in the PROPOSAL represents a minimum program at this time. As the results of a records search, or site walkover or sampling/testing become known, other tests and/or sampling may be recommended to the CLIENT for written approval as Additional Services. In general, an increased frequency of sampling and testing will improve the opinion reached in ESC's report.

Because geologic and soil formations are inherently random, variable, and indeterminate in nature, the professional services rendered by ESC, and opinions provided with respect to such services under this AGREEMENT (including opinions regarding potential cleanup costs), are not guaranteed to be a representation of actual site conditions, or contamination, or costs, which are also subject to change with time as a result of natural or man-made processes.

STANDARD OF CARE

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by ESC will be based solely on information available to ESC. ESC is responsible for the data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by ESC under this AGREEMENT are expected by the CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical/environmental engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with providing geotechnical/environmental engineering services.

RESPONSIBILITIES OF THE CLIENT

The CLIENT shall provide all information in its possession, custody, or control which relates to the site, its present and prior uses, or to activities at the site which may bear upon the services of ESC under this AGREEMENT, including, but not limited to, the following:

- (i) a legal description of the site, including boundary lines and a site plan;
- (ii) historical information as to the prior owners of the site;
- (iii) identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site;
- (iv) a description of activities which were conducted at the site at any time by the CLIENT or by any person or entity which would relate to the services provided by ESC; and

(v) identification, by name, quantity, location, and date, of any releases or handling of hazardous substances.

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for ESC to perform the work set forth in this AGREEMENT. The CLIENT will notify any and all possessors of the project site that CLIENT has granted ESC free access to the site. ESC will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The person signing this contract warrants he has authority to sign on behalf of the Client for whose benefit ESC's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract, and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

The CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. ESC will take responsible precautions to avoid known subterranean structures, and the CLIENT waives any claim against ESC, and agrees to defend, indemnify, and hold ESC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

ESC will dispose of all remaining soil and rock samples in its possession 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

REMEDIAL ACTION/MONITORING

The CLIENT understands that an environmental assessment report presents preliminary recommendations for remedial action based on assumptions made about the subsurface conditions. In order for ESC to validate its assumptions, ESC needs to be present during remedial action.

Therefore, this AGREEMENT is to include pre-remedial action plan review and remedial action monitoring services by ESC, if remedial action will be part of the project. If for some reason ESC is not allowed to provide pre-remedial action plan review and remedial action monitoring services, ESC will assume no liability for the accuracy of its preliminary assumptions. For remedial action monitoring services that may be outlined in a subsequent proposal from ESC, ESC will report observations and professional opinions to the CLIENT. No action of ESC or ESC's representative can be construed as altering any AGREEMENT between the CLIENT and others. ESC will report any observed environmentally related work to the CLIENT which, in ESC's professional opinion, does not conform with plans and specifications. ESC has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, ESC's presence on site does not in any way guarantee the completion or quality and performance of the work of any party retained by the CLIENT to provide field or remedial action related services.

ESC will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of remedial action selected by any agent or agreement of the CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay ESC the lump sum amount indicated in the PROPOSAL or, if no lump sum amount is indicated, in accordance with ESC's Fee Schedule rates as included in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by ESC, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify ESC in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. An administrative fee of 1.5% per month will be included for invoices over 30 days, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to ESC, per ESC's current fee schedule. In the event CLIENT fails to pay ESC within sixty (60) days after invoices are rendered, CLIENT agrees that ESC will have the right to consider the failure to pay ESC's invoice as a breach of this AGREEMENT and ESC will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. If the CLIENT requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per copy of back-up data.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, ESC will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

RISK ALLOCATION

The CLIENT recognizes that the fees charged by ESC and other design professionals commonly include an allowance for risks they assume as a consequence of their agreeing to provide services on their clients' behalf. One of these risks stems from ESC's potential for human error and, in order to reduce the amount allowed for purposes of funding that risk on this project, the CLIENT agrees to limit ESC's liability to the CLIENT and all Remedial Action Contractors arising from ESC's professional acts, errors or omissions, such that the total aggregate liability of ESC to all those named shall not exceed \$50,000 or ESC's total fee for services rendered on this project, whichever is less.

If the CLIENT is not willing to limit liability as indicated above, an increase in the limit of liability of \$1,000,000 can be accommodated for a surcharge to ESC's fee. These additional limits are annual aggregates in accordance with ESC's professional liability insurance coverage. The surcharge to ESC's fee to provide \$1,000,000 aggregate limit is 10%. This surcharge will be added to each monthly invoice if this option is elected. The client will notify ESC if this provision is elected.

The CLIENT agrees to indemnify ESC for all liabilities in excess of the monetary limits selected.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. Parties means the CLIENT and ESC and their officers, employees, agents, affiliates and subcontractors. The parties also agree that the CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join ESC as a third-party defendant.

Both CLIENT and ESC agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages arising out of or related to this AGREEMENT.

UNANTICIPATED HAZARDOUS MATERIALS

CLIENT warrants that a reasonable effort to inform ESC of known or suspected hazardous materials on or near the project site has been made.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ESC and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a re-negotiation of the scope of work or termination of services. ESC and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for ESC to take immediate measures to protect health and safety. CLIENT agrees to compensate ESC for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

ESC agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold ESC harmless for any and all consequences of disclosures made by ESC which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against ESC, and to the maximum extent permitted by law, agrees to defend, indemnify, and save ESC harmless from any claim, liability, and/or defense costs for injury or loss arising from ESC's discovery of unanticipated or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value.

HAZARDOUS MATERIALS RISKS

CLIENT recognizes that, while necessary for remedial investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. These exploration methods may penetrate through an aquifer of contaminated fluid and serve as a connecting passageway between the contaminated aquifer and an uncontaminated aquifer or groundwater, inducing cross-contamination. While back-filling with grout or by other means, according to a state of practice design, is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect and there is an inherent risk of drilling borings, excavating trenches or implementing other methods of exploration in connection with a contaminated site.

CLIENT recognizes that the state of practice, particularly with respect to contaminated site and waste conditions, is changing and evolving. For example, the long-term effect of chemicals on soil or manufactured or constructed liner systems is not well-established or known at this time. While ESC is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice.

CLIENT recognizes that projects, such as contaminated waste sites and sanitary landfill sites, may not perform as anticipated by CLIENT, even if the services are performed in accordance with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. It is also recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes. Unless it is specially included in the services, ESC shall not perform such monitoring.

It is recognized that certain governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g., the construction of entirely impermeable liners). ESC shall be obligated to use due professional care to comply with the regulations but does not guarantee results.

On projects relating to efforts to ascertain the presence or absence of hazardous substances or underground tanks, the level of effort may range from very limited observation and inquiry to extensive investigation and testing. The level of uncertainty with respect to opinions reached on such projects will vary, depending on the extent of the investigation, but some level of uncertainty will exist in every project.

CLIENT recognizes that ESC's failure to detect the presence of hazardous materials at a site, even though hazardous materials may be assumed or expected to exist through the use of appropriate and mutually agreed upon sampling techniques, does not guarantee that hazardous materials do not exist at the site. Similarly, CLIENT recognizes that ESC's subsurface explorations may not encounter hazardous materials at a site, which may later be affected by hazardous materials due to natural phenomena or human intervention. CLIENT agrees to waive any claim against ESC and agrees to defend, indemnify, and save ESC harmless from claims or liability for injury or loss arising from ESC's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.

All laboratory and field equipment contaminated in performing ESC's services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of

CLIENT. All such equipment shall be delivered to CLIENT or disposed of in a manner similar to that indicated for hazardous samples. CLIENT agrees to pay the fair market value of any such equipment, which cannot reasonably be decontaminated.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between ESC and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law.

If a dispute of law arises related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

(1) the claim will be brought and tried in judicial jurisdiction of the court of the county where ESC's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and

2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Washington will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

The Parties have read the forgoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date counter-signed by ESC below.

Geotechnical Investigation for a time and materials cost of \$9,900.00 and a Phase I ESA for lump sum fee of \$2,500.00.

WILLIAM SHORE MEMORIAL POOL DISTRICT

ENVIRO SOUND CONSULTING, INC.

By: _____

By: SHAWN E. WILLIAMS, LEG

Date _____

Date _____



101 Park Avenue, Suite 700 T 405.602.9425 HOBBSSTRAUS.COM
Oklahoma City, OK 73102 F 405.602.9426

February 14, 2018

Mr. Steven Burke, Executive Director
William Shore Memorial Pool District
225 E. 5th Street
Port Angeles, WA 98362

Re: Legal Services for Aquatic Center Expansion Project

Dear Mr. Burke:

We, the law firm of HOBBS, STRAUS, DEAN & WALKER, LLP, whose addresses are 101 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102; 2120 L Street, N.W., Suite 700, Washington, D.C. 20037; 516 SE Morrison Street, Suite 1200, Portland, Oregon 97214; and 1903 21st Street, 3rd Floor, Sacramento, California 95811; tax identification number 52-1263904, ("Attorneys"), are pleased to have the opportunity to be of service to you and the William Shore Memorial Pool District. We are looking forward to working with you to facilitate the renovation and expansion of the Aquatic Center and such other projects you may assign in writing to us from time to time.

It is our understanding that in the performance of services requested of us under this Agreement, the Attorneys will receive legal assignments from and report to you or those representatives you designate. In consideration for services rendered, the Attorneys will be compensated at the rate of \$350.00 per hour for services rendered by lawyers. To the extent it is necessary for paraprofessionals to assist in this representation, work performed by law clerks, paralegal aides, research assistants or legislative affairs coordinators will be charged at a rate of \$225.00. Travel time is not anticipated for this work, but if required will be charged at one-half (1/2) the hourly rate. In addition to our fees, we will expect payment for disbursements and other incurred direct expenses for work on your behalf, including, but not limited to, messenger and delivery, air freight, travel (including mileage, parking, airfare, lodging, meals and ground transportation, per federal rate) court costs and filing fees. For each month in which we provide services, we will furnish you with a statement describing those services and showing disbursements and other charges, and payment will be due within thirty (30) days of billing.

I will be the attorney primarily responsible for this representation, with the assistance of others as deemed appropriate. Should you at any time have any questions about our services, staffing, billings, or other aspects of our representation, please contact us. My office telephone number is (405) 602-9425 and my e-mail address is gguedel@hobbsstrauss.com.

Our representation of you may be terminated by either party by giving thirty (30) days written notice to the other party or its authorized representative. Upon withdrawal or discharge, the firm shall be compensated for all costs and expenses advanced plus a sum equal to the amount due and owing for services performed. It is agreed that should our representation conclude or should you request copies of files, you will accept the return of any files in either written or electronic format and either in person or by email or any combination thereof to be determined in our sole discretion.

Mr. Steven Burke
February 14, 2018
Page 2

This agreement shall be governed by the laws of the State of Oklahoma and the state courts of Oklahoma located in Oklahoma City shall have original jurisdiction over any dispute which arises under this agreement. Each of the parties shall submit and hereby consents to such Court's exercise of jurisdiction.

If this letter accurately reflects acceptable terms and conditions of our representation, please confirm your acceptance by signing one copy of the Agreement and returning it to me. Upon your approval, these terms and conditions will apply beginning with our receipt of an executed copy of this Agreement.

Thank you again for the opportunity to be of service to you and the William Shore Memorial Pool District, and we look forward to a long and productive relationship.

Very truly yours,

HOBBS, STRAUS, DEAN & WALKER, LLP

By: 

W. Gregory Guedel, Ph.D.

Accepted this _____ day of _____, 2018

WILLIAM SHORE MEMORIAL
POOL DISTRICT

By: _____

Title

1f

PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement ("Agreement") is entered into as of this 10th day of February 2018, between the William Shore Pool District ("WSPD"), and Vanir Construction Management, Inc. ("Owner's Representative").

RECITALS

A. The WSPD proposes to add an addition and renovate the existing William Shore Memorial Pool in Port Angeles, WA.

B. In connection with the Project, the WSPD may enter into other contracts with one or more specialty firms (each, the "Consultant") for specialty services, and construction contracts (each, a "Construction Contract") with one or more contractors (each, the "Contractor"). The WSPD, the Owners Representative, Consultant(s), and Contractor(s) shall constitute the Project Team for the Project.

C. The WSPD desires to retaining the Owners Representative to perform professional services on behalf of the WSPD as outlined in Exhibit B during design, procurement, construction and post-construction phases to support successful completion of the Project, including helping the Project Team control time, cost and quality, and by monitoring the design and construction activities of the Project as the WSPD Owners Representative (the "Services").

D. The Owners Representative represents that it is experienced in the management of construction projects, including without limitation procurement, contract administration, scheduling, budgeting, quality assurance, information management, and health and safety for projects of the type contemplated by the Project, and is ready, willing, and able to perform the services called for in this Agreement.

E. The lead employee of the Owners Representatives assigned to the Project will be Kris Beason and Matt Riggs.

F. The WSPD agrees to pay the Owners Representative for the initial services as described in Exhibit B, on an hourly basis at rates described in Exhibit A. Services beyond those described in this Agreement will be performed as a Change in Services when pre-agreed in writing by the WSPD and Owners Representative. The Fee will not be exceeded unless both the WSPD and Owners Representative agree to such a change in writing.

G. Based on the rates listed in Exhibit A, it is anticipated that the cost for the services described shall not exceed \$74,500.

H. The Services described in Exhibit B will commence on February 10, 2018 and shall remain in effect until May 3, 2022, unless cancelled prior to that date pursuant to this Agreement. The commencement and completion of additional services as described in Exhibit B shall be as mutually agreed to by WSPD and the Owner's Representative.

AGREEMENT

In consideration of the foregoing recitals, the covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 --SERVICES OF OWNERS REPRESENTATIVE

1.1 General

1.1.1 The Owners Representative shall provide professional project and construction management services as described herein for WSPD in all phases of the Project (the "Services"). These Services will include serving as the WSPD's advisor (but not its agent) during the Project and providing consultation and advice including, but not limited to, the planning, design, budgeting, scheduling, development, construction, facilities documentation, and acceptance of the Project. The Owners Representative accepts the relationship of trust and confidence with the WSPD established through this Agreement.

1.1.2 The Owners Representative will perform the Services with skill and diligence. The Owners Representative shall cooperate with the WSPD, members of the Project Team, and others involved in the Project. At the time of performance, the Owners Representative shall be properly licensed, equipped, organized and financed to perform the Services.

1.1.3 Each person who performs the Services shall be experienced and qualified to perform the services he or she performs, and the Owners Representative agrees that the WSPD shall be entitled to rely upon any assistance, guidance, direction, advice or other services provided by any such person. If requested by the WSPD, the Owners Representative shall remove from the Services, without cost to the WSPD or delay to the Project, any person the WSPD deems reasonably objectionable. The

Owners Representative's personnel shall not be changed without the WSPD's consent, which shall not be unreasonably withheld.

1.1.4 The Owners Representative's personnel performing Services under this Agreement shall at all times be under the Owners Representative's exclusive direction and control and shall be employees of the Owners Representative and not employees of the WSPD. The Owners Representative shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement, and shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, Workers' Compensation, and similar matters.

1.1.5 The Owners Representative's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and each Project. The Owners Representative shall submit for the WSPD's approval schedules for the performance of Services in support of individual Projects and the Project which may be adjusted by mutual written agreement of the parties as the Project proceeds, and shall include reasonable allowances for periods of time required for the WSPD's review and for approval of submissions by authorities having jurisdiction over each Project. Time limits established by this schedule approved by the WSPD shall not, except for reasonable cause, be exceeded by the Owners Representative.

1.1.6 The Owners Representative shall, at no cost to the WSPD, promptly and satisfactorily correct any Services found not to conform to the requirements of this Agreement. If the Owners Representative fails to make such correction after notice and opportunity to cure per Section 6.1.1, the WSPD may do so, by contract or otherwise, and recover (e.g., by offset against the compensation otherwise payable under this Agreement) from the Owners Representative the cost it incurred. The obligations of the Owners Representative to correct nonconforming Services shall not limit any other obligations of the Owners Representative. The WSPD's right to make corrections is in addition to any and all other rights and remedies available to the WSPD under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the WSPD to make any correction of defective or nonconforming Services.

1.1.7 The Owners Representative shall be and operate as an independent contractor in the performance of the Services and shall have control over and responsibility for all personnel performing the Services. The WSPD shall not be responsible for fringe benefits, withholding, or taxes on behalf of the Owners Representative or its employees, or for remuneration above the amount stipulated in this Agreement. The Owners Representative shall perform the Services in accordance with its own methods in an orderly and professional manner. In no event shall the Owners Representative be authorized to perform any of the following activities on the WSPD's behalf without the WSPD's written approval: to enter into any agreements or undertakings, to execute any Certificate for Payment, Construction Change Directive, Change Order or other document, to authorize any payments or accept or approve any documents, Work, services, goods or materials which result in a change in the Contract Sum or Contract Time, or to act as or be an agent or employee of the WSPD.

1.1.8 The Owners Representative may engage consultants qualified by training and experience in their respective fields to address the specific requirements of the Project, subject to prior written authorization by the WSPD. Upon request

by the WSPD, the Owners Representative shall furnish the WSPD with a copy of the Owners Representative's contracts with its consultants. These contracts shall be consistent with the terms of this Agreement.

1.1.9 Any subcontracting of any of the Services shall not relieve the Owners Representative from its responsibility for the performance of the Services in accordance with the terms of this Agreement nor from its responsibility for the performance of any of its other obligations under this Agreement.

1.1.10 The Owners Representative shall comply, and shall contractually require that the Services of its subcontractors and consultants of any tier comply, with all applicable federal, state and local laws, regulations, codes and orders.

1.1.11 The Owners Representative shall keep the WSPD advised of progress and problems related to the construction through meetings and status reports, and shall seek the WSPD's counsel and approval regarding any significant construction decision.

1.2 Services.

1.2.1 The Owners Representative shall perform the Services specified in this Agreement, including Exhibit A and B.

1.2.2 Nothing contained or implied in this Agreement shall impose upon the Owners Representative any responsibility or liability for the work or responsibilities of the Contractor or Architect, including but not limited to: the correctness of any shop drawings, samples, or other submissions of the Contractor; construction supervision or control, means, methods, techniques, sequences and procedures not specified by the Owners Representative; safety precautions and Projects incident thereto adopted and used by the Contractor; uses made by the Contractor of any sums paid to the Contractor by the WSPD; design supervision or control; or failure of the Architect to meet approved project schedules. However, this Section does not preclude responsibility or liability of the Owners Representative to the WSPD to the extent the Owners Representative knew of the defective

work or responsibilities of the Contractor or of the Architect but failed to notify the WSPD of that knowledge.

1.2.3 All of Owners Representative's agents, employees, and representatives shall, while on the WSPD's property or conducting WSPD-related business, comply with all applicable local, state, and federal laws, including without limitation, OSHA, WISHA, Workers' Compensation, and all laws prohibiting harassment of any kind in the workplace. Owners Representative assumes all responsibility for providing to its agents, employees, and representatives any training that may be required to ensure compliance with any such laws.

1.3 Additional Services.

1.3.1 At the written request of the WSPD, the Owners Representative shall perform Additional Services, and the Owners Representative will be compensated for them as described in Section 4. Additional Services are services not listed in this Agreement or reasonably inferable from the descriptions contained herein. The WSPD shall not be responsible for paying for, and the Owners Representative waives any claims for, any Additional Services unless the WSPD agrees in writing that such services are additional to the services already required under this Agreement, and agrees to pay additional amounts for such services, prior to the Owners Representative performing such services.

1.4. Change Services.

1.4.1. The WSPD may, at any time, require a change in the scope of the Services. A Change in Services, including any increase or decrease in the Owners Representative's compensation and/or time of performance, will be incorporated in written amendments to this Agreement when mutually agreed in advance by both parties. Such additional services of the Owners Representative shall be performed on a lump sum basis or on an hourly basis agreed in advance and in writing by the WSPD. The Owners Representative will not be entitled to additional compensation for Services performed because of the negligence of the Owners Representative.

Project Management Agreement

SECTION 2-WSPD'S RESPONSIBILITIES

2.1. As between the WSPD and the Owners Representative:

2.1.1 The WSPD shall provide information regarding the requirements of the Project. This will include a Project setting forth the WSPD's objectives, constraints and criteria.

2.1.2 The WSPD shall provide initial Project budget. Exhibit B contains initial budget information. Based on consultation with the WSPD, the Owners Representative will analyze and recommend revisions to the components of the Project budget, both individually and in respect to the overall Project budget, and create and update a cash flow projection within a reasonable time. The budget shall include contingencies for changes during construction and all other costs that are the responsibility of the WSPD.

2.1.3 The WSPD shall designate a representative authorized to act on the WSPD's behalf with respect to the Project and each Project.

2.1.4 Except as otherwise provided by the Construction Contract, the WSPD shall be responsible for securing, and the Owners Representative will assist with securing in a timely manner, necessary approvals, easements, assessments, building permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.1.5 The WSPD reserves the right to award contracts in connection with the Project that are not part of the Owners Representative's responsibilities under this Agreement or to perform such services with its own personnel. The Owners Representative shall notify the WSPD promptly in writing if any such independent action will or does in any way compromise the Owners Representative's ability to meet the Owners Representative's responsibilities.

2.1.6 The WSPD shall have a full

opportunity to review and to approve all drawings and other written or printed material relating to the design of the Projects to be constructed. Consistent with the provisions of this Agreement, the WSPD shall furnish required information and shall render decisions promptly to assist in the orderly progress of the Owners Representative's Services.

SECTION 3--PERIODS OF SERVICE

3.1 The term of this Agreement shall commence on February 10, 2018 (the **effective** date of this Agreement) and shall terminate upon completion of the Project unless sooner terminated pursuant to this Agreement. This Agreement can be extended by mutual written agreement.

SECTION 4--PAYMENTS TO PROJECT MANAGER

4.1 Methods of Payments for Services and Expenses of the Owners Representative

4.1.1 *For Services.* The WSPD shall pay the Owners Representative for Services satisfactorily rendered under this Agreement on the basis described in Exhibit A and B.

4.1.2 *For Reimbursable Expenses.* In addition to payments provided for in Section 4.1.1, the WSPD shall pay the Owners Representative the actual cost of authorized Reimbursable Expenses plus 10% incurred about all Services.

4.1.3 *For Additional Services.* The WSPD shall pay the Owners Representative on a fixed or hourly basis for Additional Services that are authorized as specified in Section 1.3 above. The hourly rates are attached as Exhibit A. Reimbursable expenses associated with Additional Services shall be compensated as stated in 4.1.2 above.

4.1.4 Any hours expended by the Owners Representative's personnel are limited to those engaged directly on the Project. Overtime premiums will not be paid by the WSPD unless the WSPD has pre-approved the overtime in writing.

Project Management Agreement

4.2 Timing of Payments.

4.2.1 The Owners Representative shall submit monthly statements, in a form acceptable to the WSPD, for Services rendered and for Reimbursable Expenses incurred. The statements shall include a supporting statement of costs, including detailed backup such as time sheets for labor if requested by the WSPD. Invoices or receipts for any Reimbursable Expenses incurred by the Owners Representative in the performance of this Agreement shall be provided.

4.2.2 The WSPD shall make prompt monthly payments of amounts due and owing the Owners Representative within thirty (30) days of receipt of the Owners Representative's acceptable monthly statements.

4.3 Other Provisions Concerning Payments.

4.3.1 If the WSPD questions any portion of an invoice and desires to retain any portion of a requested payment pending resolution of the questions, the undisputed balance of the invoice shall be payable in accordance with the terms of this Agreement.

4.3.2 Records related to the Owners Representative's compensation under this Agreement will be kept in accordance with generally accepted accounting practices and shall be maintained for at least 1 year after completion of this Agreement. Copies will be made available to the WSPD at no cost upon request.

4.3.3 Upon request, the Owners Representative shall provide the WSPD with an accounting of any Services which are subcontracted by the Owners Representative or any of its professional associates or consultants of any tier, which accounting shall detail the services performed by each, the amounts paid to each (supported by copies of all paid invoices) and such other information as the WSPD may reasonably request. The WSPD shall not be obligated to make any payment or to reimburse the Owners Representative for payments to any professional associate or consultants, unless the WSPD has given prior written concurrence as provided in

Section 1.1.8. If the WSPD makes any such payment in error, the Owners Representative shall reimburse the WSPD upon demand for the same.

4.3.4 The WSPD may have the Owners Representative's invoices and supporting statements of costs audited. Each prior payment shall be subject to reduction for any amounts included in an audited invoice that do not constitute allowable costs under this Agreement. Any subsequent payment to the Owners Representative may be reduced for overpayments, or increased for underpayments, on preceding invoices. The WSPD will notify the Owners Representative prior to making any reductions or increases for prior invoices.

4.4 Withheld Payments.

4.4.1 Any amount otherwise payable under this Agreement may be withheld, in whole or in part, to the extent of the following:

.1 The WSPD makes a claim arising out of or connected with this Agreement against the Owners Representative;

.2 Any claim related to the performance of the Services by the Owners Representative, its professional associates, or consultants relating to such labor, equipment or materials used in connection with the Services is filed against the WSPD, against the Project or against any other property of the WSPD, or if reasonable evidence indicates the probability of a filing of any such claim; or

.3 Any claim related to the performance of the Services, or provision by the Owners Representative of any professional associate or consultant of labor, equipment or materials used in connection with the Services, is filed against the WSPD, the Project, or any other property of the WSPD, or if reasonable evidence indicates the probability of a filing of any such claim; or

.4 The Owners Representative is in material default under any provision of this Agreement.

4.4.2 The WSPD will pay any payments withheld pursuant to Section 4.4.1 (Withheld Payments) if the Owners Representative, as appropriate:

.1 Pays, satisfies or discharges any claim of the WSPD or any third party which was the basis of the withholding of payment; and/or

.2 Cures all defaults in its performance under this Agreement.

4.5 Final Payment.

4.5.1 An invoice designated by the Owners Representative as the "final invoice" shall be submitted by the Owners Representative promptly following final completion of each Project but in no event later than ninety (90) days after the date of such completion.

4.5.2 The WSPD may, as a condition precedent to final payment to the Owners Representative, require the Owners Representative to provide: (i) a list of all consultants for the Services; and (ii) waivers and releases, satisfactory to the WSPD, of any and all claims of the Owners Representative, all consultants, any assignee under this Agreement, and any other person, firm or corporation in connection with or in any way related to the performance of this Agreement. Upon request, the Owners Representative shall also furnish acceptable evidence that all such claims have been satisfied. No claim by the Owners Representative shall be allowed if asserted after final payment under this Agreement.

SECTION 5--INSURANCE AND INDEMNIFICATION

5.1 The WSPD's Risk of Loss and Damage to Property

5.1.1 The WSPD will provide, or will require the Contractor to provide, "all risk" physical damage insurance covering the Work, including materials, equipment and supplies therefor, while located at the Property. Such

insurance shall provide coverage for loss, damage, or destruction to property normally covered in an "all risk" policy and shall exclude those risks commonly excluded from such policies.

5.1.2 The WSPD and Owners Representative waive all rights against each other for losses and damages caused by any of the perils covered by the policies of insurance provided per Section 5.1.1 and any other property insurance applicable to the Work, and also waive such rights against the Contractor, subcontractors, Architect, consultants and other parties insured under such policies for losses and damages so caused, including any rights of subrogation. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance payable under any policy so issued.

5.2 Responsibility for Claims.

5.2.1 *Indemnification.* To the fullest extent permitted by law and subject to the following conditions, the Owners Representative shall indemnify and hold harmless the WSPD, its board members, directors, officers, officials, employees, consultants, students, volunteers, and the successors and assigns of any of them ("Indemnified Parties"), from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages, of any kind and nature whatsoever, for property damage, personal injury or death (including but not limited to, injury to or death of employees of the Owners Representative or any consultant of the Owners Representative) and expenses, costs of litigation and attorneys' fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to the Owners Representative's performance under this Agreement and the performance of its directors, officers, employees, agents or subcontractors (collectively, "Indemnifying Entities"). The foregoing indemnity, defense, and hold harmless obligations shall apply only to the proportionate extent of the negligence of the Indemnifying Entities and shall not apply in the case of the sole

negligence of the Indemnified Parties.

5.2.2 *Industrial Insurance.* The Owners Representative expressly waives any immunity under industrial insurance as to the Indemnified Parties and their successors and assigns, whether arising from Title 51 of the Revised Code or Washington or any other statute or source. **OWNERS REPRESENTATIVE AND THE WSPD EXPRESSLY AGREE THAT EACH HAS READ AND REVIEWED THIS SECTION 5.2, THAT THIS SECTION HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES, AND THAT OWNERS REPRESENTATIVE AGREES TO BE BOUND BY THE TERMS THEREOF.**

5.2.3 Owners Representative and the WSPD agree that the indemnity set forth in this Section 5.2 shall survive and shall be enforceable beyond the termination or completion of this Agreement.

5.2.4 *Consultant Indemnification.* The Owners Representative shall require each consultant to provide an indemnity, enforceable by and for the benefit of the Indemnified Parties, to the same extent required of the Owners Representative under Sections 5.2.1 (Indemnification) and 5.2.2 (Industrial Insurance).

5.3 Insurance.

5.3.1 *Commercial General Liability.* Throughout the period when Services are performed and until Services have been completed, the Owners Representative shall carry and maintain, and shall ensure that all its consultants carry and maintain, Commercial General Liability insurance with combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, including death, and property damage, and One Million Dollars (\$1,000,000) per project aggregate for general liability. Such insurance shall be in a form and with insurers acceptable to the WSPD. Any policy which provides the insurance required under this

Section 5.3.1 shall (i) name the WSPD and its respective directors, officers and employees, as additional insureds and (ii) shall be in a form and with insurers reasonably acceptable to the WSPD, and rated A minus or better by Best's Key Rating Guide.

5.3.2 Automobile Liability. If vehicles will be used in connection with the performance of the Services, the Owners Representative shall carry and maintain, and shall ensure that any consultant or subcontractor who uses a licensed vehicle in connection with the performance of the Services carries and maintains, throughout the period when Services are performed and until Services are completed, Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

5.3.3 Workers' Compensation. Throughout the period when Services are performed and until Services are completed, the Owners Representative shall carry and maintain insurance, and shall ensure that all consultants carry and maintain insurance, in accordance with the applicable laws relating to workers' compensation, with respect to all their respective employees working on or about a Project site, regardless of whether such coverage or insurance is mandatory or merely elective under the law. Throughout the period when Services are performed and until Services are completed, the Owners Representative shall also carry and maintain, and ensure that all consultants and subcontractors carry and maintain, Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If the WSPD is required by any applicable law to pay any workers' compensation premiums with respect to employees of the Owners Representative or any of its consultants, the Owners Representative shall reimburse the WSPD for such payment.

5.3.4 Professional Liability Insurance. Throughout the period when Services are provided and for six (6) years after substantial completion of the Project, the Owners Representative shall carry and maintain, and shall ensure that any consultants or subcontractors carry and maintain, professional liability insurance with limits of not less than Two Million dollars (\$2,000,000) per claim and aggregate for claims that may result from the negligent performance of the Owners Representative's obligations under this Agreement. Such insurance shall be with insurers reasonably satisfactory to the WSPD. If professional liability insurance is not reasonably available to the Owners Representative, or any consultant, the Owners Representative shall promptly, in writing, notify the WSPD of that fact, stating the reasons therefor.

5.3.5 Certificates of Insurance. Prior to the commencement of the Services, the Owners Representative shall provide for the WSPD's review and approval certificates of insurance reflecting full compliance with the requirements set forth in Sections 5.3.1 (Comprehensive General Liability), 5.3.2 (Automobile Liability), 5.3.3 (Workers' Compensation), and 5.3.4 (Professional Liability). Such certificates shall be kept current and in compliance throughout the periods required. The Owners Representative shall provide thirty (30) days advance written notice to the WSPD in the event of cancellation or material change adversely affecting the interests of the WSPD.

5.3.6 Self-Assumption. All premiums and any deductibles and exclusions in coverage in the policies required under this Section 5.3 (Insurance) shall be assumed by, for the account of, and at the sole risk of the Owners Representative. The insurance limits referenced herein shall not in any way limit the liability of Owners Representative or any of its consultants during their performance under the Agreement.

SECTION 6 --TERMINATION

6.1 Termination of Agreement by the WSPD for Cause.

6.1.1 The Owners Representative is in default under this Agreement if:

.1 The Owners Representative becomes insolvent or unable to meet its payroll or other current obligations, or is adjudicated bankrupt; or has an involuntary petition in bankruptcy filed against it; or makes an assignment for benefits of creditors, files a petition for an arrangement composition or compromise with its creditors under any applicable laws; or has a trustee or other officer appointed to take charge of its assets;

.2 The Owners Representative assigns all or any part of this Agreement, in violation of the provisions of this Agreement;

.3 The Owners Representative abandons all or any portion of the Services;

.4 The WSPD reasonably determines that the Owners Representative's duties are not being performed with such diligence as will ensure its completion within the time specified in this Agreement or the Construction Contract;

.5 The WSPD reasonably determines that the Owners Representative is not performing its duties in accordance with the terms of this Agreement or is performing the Services in bad faith; or

.6 The WSPD reasonably determines that the Owners Representative has otherwise materially failed to perform any of its obligations under this Agreement.

If the WSPD determines that a default under items .3, .4, .5, or .6 above has occurred and is continuing, the WSPD will give the Owners Representative written notice thereof. The Owners Representative shall have the right to cure any such default within thirty (30) days of receipt of such notice or, if such default cannot be cured within thirty (30) days, to commence and

diligently proceed to complete such cure. If the default is not cured by the termination date, or if the default occurs under items .1 or .2 above, the WSPD shall have the right (but not the obligation) to take over performance of the Services and prosecute the same to completion, by contract or otherwise, and all documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or for the benefit of the Owners Representative shall, at the option of the WSPD, become the WSPD's property.

6.1.2 Whether this Agreement is so terminated, the Owners Representative shall be liable to the WSPD for any damage or loss resulting from any failure or violation by the Owners Representative described in Section 6.1.1 above. The rights and remedies of the WSPD provided by this Section are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

6.1.3 The WSPD shall be liable to the Owners Representative for the Owners Representative's equitable compensation for any Services satisfactorily completed in accordance with this Agreement less any damages incurred by the WSPD and caused by the Owners Representative, but in no event, shall this compensation exceed the contractual compensation for the Services satisfactorily completed at the time of termination. In no event, shall the WSPD be liable for any consequential or incidental damages, including but not limited to loss of profit on these or other projects or of reputation incurred by the Owners Representative because of such termination. If the WSPD purports to terminate all or a part of this Agreement for cause, and it is determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience of the WSPD pursuant to Section 6.2, and the rights of the parties shall be determined accordingly.

6.2 Termination for Convenience by the WSPD.

6.2.1 The WSPD may, at its option, terminate all or a portion of the Services not then performed under this Agreement at any time by so notifying the Owners Representative thirty (30) days in advance in writing. After receipt of any such notice, the Owners Representative shall stop Services to the extent and on the date specified in the notice, terminate all consultants and other commitments to the extent they relate to the Services terminated, and deliver to the WSPD all records, computations, drawings, specifications, and other material and information prepared or obtained hereunder about the Services terminated. All documents and other materials shall, at the option of the WSPD, become its property. The Owners Representative's compensation shall be that portion of the compensation in Section 4.1.1 for Services performed prior to termination and proper compensation for Reimbursable Expenses (Section 4.1.3) and for such Services and Reimbursable Expenses as, with prior written approval of the WSPD, may be incurred thereafter in concluding the Services terminated. Except as provided in this Section, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

6.3 Termination of Agreement by the Owners Representative for Cause.

6.3.1 Should the WSPD fail substantially to perform in accordance with the terms of this Agreement through no fault of the Owners Representative, the Owners Representative may terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least thirty (30) days after the notice, during which period the WSPD shall have the right to cure the default. In the event of such termination, the Owners Representative shall be compensated in accordance with Section 6.2.

SECTION 7--GENERAL CONSIDERATIONS

7.1 Dispute Resolution

7.1.1 If any controversy or claim arises out of or relates to this Agreement, or breach thereof, the parties agree to the following procedure:

1. The party with a claim shall promptly notify the other party of the claim.

2. The parties shall promptly attempt to resolve the dispute by direct negotiations in an amicable manner.

3. If the parties fail to reach agreement by direct negotiation, the parties will submit any disputes to nonbinding mediation before a single mediator mutually selected by the parties or, if mutual agreement is not achieved within thirty (30) days of demand, under the Construction Industry Mediation Rules of the American Arbitration Association then in effect. This requirement cannot be waived except by an explicit written waiver signed by both parties. An officer of both parties, having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest (such as consultants, the Contractors, subcontractors or suppliers), their representatives, with full authority to settle the claim, shall also attend the mediation session. Unless the WSPD and the Owners Representative mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which shall occur prior to Final Acceptance by the WSPD of the Project that is the subject of the claim.

4. Neither party may bring litigation on any claim or dispute unless it has been properly raised and considered in the above mediation procedure, unless such litigation must be brought due to statute of limitation or civil rule time constraints.

7.2 Reuse of Documents.

7.2.1 The WSPD shall retain an ownership and property interest in the Contract Documents

whether or not the Project is completed. The Owners Representative may make and retain copies for information and reference. To the extent that the Owners Representative's Services delivered to the WSPD hereunder include materials subject to copyright, Owners Representative agrees that the Services are done as a "work made for hire" as that term is defined under U.S. copyright law, and that as a result, the WSPD shall own all copyrights in the Services. To the extent that the Services do not qualify as a work made for hire under applicable law, and to the extent that the Services include material subject to copyright, patent, trade secret, or other proprietary right protection, Owners Representative hereby assigns to the WSPD, its successors and assigns, all right, title, and interest in and to the Services, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Owners Representative shall execute and deliver such instruments and take such other action as may be required and requested by the WSPD to carry out the assignment contemplated by this Section.

7.3 Remedies Not Exclusive.

7.3.1. No remedy conferred upon either party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

7.4 Entire Agreement.

7.4.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof; and all prior negotiations are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this agreement shall be of any force or effect unless reduced to writing and signed by both parties and expressly made a part of this Agreement.

7.5 Nondiscrimination.

7.5.1 The Owners Representative shall comply with all applicable provisions of RCW 49.60, the Law Against Discrimination, and all

other applicable federal, state, and local laws.

7.6 Drug- and Weapons-Free Workplace.

7.6.1 The Owners Representative shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

7.6.2. The Owners Representative and its employees, agents, and consultants shall not bring onto the Project site or onto any WSPD property any firearm or any other type of weapon. Any person violating this Section shall immediately be removed from the Work, and such a violation shall be grounds for a termination of this Agreement for cause at the WSPD's discretion.

7.7 Tobacco-Free Environment.

7.7.1 Pursuant to RCW 28A.210.310, smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products, including vaping, is prohibited on all WSPD property.

7.8 Employees.

7.8.1 The Owners Representative shall enforce strict discipline and good order among the Owners Representative's employees and other persons carrying out this Agreement, including observance of all rules governing the conduct of personnel at a Project site.

7.9 Controlling Law.

7.9.1 This Agreement shall be governed by the internal law of the State of Washington; provided, however, that Washington law relating to conflict of laws shall not apply, and, in the event of an actual or alleged conflict of laws, the Washington law shall govern. The

exclusive venue for any disputes arising under this Agreement shall be in the Superior Court in King County, Washington.

7.10 Successors and Assigns.

7.10.1 The WSPD and the Owners Representative are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.10.2 Neither party shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.11 No Third-Party Rights

7.11.1 The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto and their respective successors and assigns. None of the rights or obligations of the parties set forth or implied herein are intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or otherwise inure to the benefit of any third parties.

7.12 Waiver

7.12.1 Except as expressly provided in this Agreement, no waiver by a party of any breach of

this Agreement shall be deemed to be a waiver of any other breach by such party. No failure or delay by a party to exercise any right it may have by reason of the default of the other shall operate as a waiver of such default or result in the modification of this Agreement.

7.13 Definitions

7.13.1 "Change Order" has the meaning ascribed to that term in the Construction Contract.

7.13.2 "Contract Documents" means the Construction Contract and all documents incorporated therein, together with all appendices and all specifications, drawings, addenda, and other modifications related to any of the foregoing, including Change Orders and Construction Change Directives.

7.13.3 "Construction Change Directive" has the meaning ascribed to that term in the Construction Contract.

7.13.4 "Project Completion" means the date scheduled for completion of a Project as set forth in the Construction Contract and as the WSPD may change such date from time to time.

7.13.5 "Project Schedule" means the schedule for the design, construction, and occupancy of the Project, including, without limitation, purchasing of equipment and other items.

7.13.6 "Work" means the work of the Contractor and/or its subcontractors in furtherance of the design and construction of the Project pursuant to the Construction Contract including, without limitation: personnel, labor and materials, tools, supplies, equipment, goods and other property, transportation, criteria, designs, drawings, reports, specifications,

procedures, data, writing, documents and information, work and other items.

7.14 Notice

7.14.1 Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or instead of such personal service, three (3) days after deposit in the United States mail, first-class postage prepaid, or emailed, as follows: To the WSPD:

William Shore Pool District
225 E. 5th Street
Port Angeles, WA
Attn.: Steven D. Burke

To the Owners Representative:

**Vanir Construction Management, Inc. 4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
Attn: Joseph A. Mehula,
President**

With a copy to:

**10900 NE 8th St., Suite 1486
Bellevue WA 98004 Attn: Bernie O'Donnell**

Either party may change its address for this Section by giving written notice of such change to the other party in the manner provided in this Section.

7.15. Exhibits

7.15. The following exhibits are incorporated in and made a part of this Agreement. In the event of an inconsistency, this Agreement will prevail over an exhibit.

Exhibit A – Billable rates for the Owners Representative employees

Exhibit B – Scope of Services

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Project Management Agreement **as of the date first** set forth above.

WSPD

Port Angeles Waterfront Center

By _____

OWNERS REPRESENTATIVE

VANIR CONSTRUCTION MANAGEMENT,
INC.

By _____

EXHIBIT A

STANDARD BILLABLE RATES

A.	Kris Beason, Principal in Charge	\$210 per hour
B.	Matt Riggs, Project Manager	\$180 per hour
C.	Administrative Support	\$85 per hour
D.	Project Controls Engineer	\$110 per hour

Notes:

1. Reimbursables are charged at actual cost plus 10%.
2. Reimbursable expenses include mobile phone expenses for staff assigned to projects, delivery costs (Fed Ex, UPS, US Postal, messenger) of project related documents, reproduction costs (printing, copying), and per diem (travel, overnight lodging) at current federal rates.
3. Every January 1st, a cost of living increase of 3% will be added to each hourly rate

Exhibit B - Scope of Services

GC/CM Selection Process														
Board	Burke-Owner PM	Purdy-GC/CM Advisor	Greg-GC/CM Legal	Zenovic-Project Engineer	Vanir-PD-Reason	A/E PM Curtis	A/E Principal Bond	A/E Architect Wand	GC/CM	GC/CM Subs	3 months (4-7/18)	PIC - Kris Reason	PM - Matt Riggs	
Prepare PRC Presentation	Lead	Participate		Participate	Participate	Participate						2		
PRC Presentation	Lead	Participate		Participate	Participate	Participate						4		
Draft RFP for GC/CM Services	Review	Provide	Review		Review							4		
Issue BFP for GC/CM Services	Lead													
Develop scoring matrix/evaluation sheets	Review	Provide			Review							2		
Develop selection plan	Review	Provide			Review							2		
Prepare interview questions	Review	Provide			Review							2		
Training for Selection Committee (4/19)	Participate	Lead		Participate										
Pre Proposal Site Visit (4/19)	Participate	?		Participate	Lead	Participate						6	4	
Respond to Questions by Asstenda	Lead	Review		Participate	Review	Review						8	4	
Receive Proposals	Lead													
Responsiveness Review	Lead	Review												
Meeting of Selection Committee for Proposal Evaluations	Participate	Participate		Participate	Participate	Participate						8		
Conduct interview sessions	Lead	Participate		Participate	Participate	Participate						8		
Develop Specified General Conditions	Approve	Review		Review	Review	Review						4		
Development Div 01 Specs	Approve	Review		Review	Review	Provide						4		
Develop Negotiated Support Services	Approve	Review	Review		Review	Review						4		
Develop RFPF	Lead	Provide			Review	Review						4		
Issue RFPF	Lead													
Bid Opening and Final Ranking	Lead	Participate			Participate							6		
Prepare Notice of Final Ranking	Lead	Review												
Notify proposers of final ranking	Lead	Review			Review	Review			Provide			2	4	
Develop Preconstruction Work Plan	Lead	Review			Lead	Participate			Participate			8		
Negotiate Pre Construction Services Contract	Participate	?			Participate	Participate						4		
Develop and Execute GC/CM Pre Construction Services Contract Partnering Session	Approve	Review	Lead	Participate	Lead	Participate			Participate		Total Hours	90	16	
											Subtotal		\$ 21,460	
Pre Construction														
Board	Burke-Owner PM	Purdy-GC/CM Advisor	Greg-GC/CM Legal	Zenovic-Project Engineer	Vanir-PD-Reason	A/E PM Curtis	A/E Principal Bond	A/E Architect Wand	GC/CM	GC/CM Subs	11 months (7/18-6/19)			
Schematic Design (SC)	Approve			Review	Review	Review		Provide						
Develop Pre Construction Schedule	Approve				Review	Review		Review				4		
Master Budget Tracking/Updates	Lead	?			Review	Review		Review				4		
Maintain Project Controls Log	Review				Review	Review		Review				12	4	
Design Development (DD)	Approve			Review	Review	Review	Review	Provide				4		
A/E Cost Estimate for DD Phase	Review			Review	Review	Review		Review				4		
GC/CM Cost Estimate for DD	Review			Review	Review	Review		Review				4		
Constructability Analysis and Review	Review			Review	Review	Review		Review				4		
A/E Cost Estimate for CD Phase	Review			Review	Review	Review		Review				4		
GC/CM Cost Estimate for CD	Review			Review	Review	Review		Review				4		
GC/CM Cost Estimate for CD	Review			Review	Review	Review		Review				4		
Cost Estimate Reconciliation	Approve			Participate	Lead	Participate		Participate				4	4	
Develop Construction Schedule/Phases/Sequencing	Approve	?		Review	Review	Review		Review				4	4	
Develop Subcontract Plan	Review	?			Review	Review		Review				2		
Request Subcontract Bid Package	Lead				Review	Review		Review				2		
MACC negotiations	Participate	Review			Review	Review		Review				1		
Request GC/CM self-performance intention	Approve				Lead	Participate		Participate				8		
Bidding the Subcontract Plan	Review			Participate	Review	Participate		Lead				2	2	
Bid Evaluation and Sub Selection	Review	?			Review	Review		Lead				4	4	
Progress Payments	Approve	Review			Review	Review		Provide				4		
Pre Construction Contract Amendments	Approve	Review			Review	Review		Provide				4		
Develop and Execute GC/CM Construction Contract	Approve	Lead	Review		Review	Review		Provide				4	4	
Submit Construction Management Plan/Construction documents	Approve	Review	Review		Review	Review		Provide				4	4	
Receive Contractor Safety Plan		Review			Review	Review		Lead				4	4	
Permitting											Total Hours	57	46	
											Subtotal		\$ 19,330	

Construction	Board	Burke-Owner PM	Purdy-GCCM Advisor	Greg-GCCM Legal	Zenovic-Project Engineer	Vanir-PD-Reason	A/E PM Curtis	A/E Principal Bond	A/E Architect Ward	GC/CM	GC/CM Subs	11 months (6/19-5/20)		
Issue Notice to Proceed for Construction Services		Lead	Review			Review	Review						2	
OAC Meeting		Approve				Participate	Participate			Lead	Participate		18	52
Manage Negotiated Support Services		Approve	Review	Review		Review	Review			Lead			11	11
Contract Amendments	Approve	Lead	?			Review	Review			Provide			11	11
Manage Risk Contingency Account		Lead				Review	Review			Participate			11	11
Administer RF Is, Submittals, Change Orders		Approve			Review	Review	Review			Provide			11	11
On Site Inspections/Testing/Documentations (QA/QC)		Approve	?		Review	Review	Review			Provide			11	11
Payment Application and Progress Payments		Approve			Review	Review	Review			Provide			11	11
Purch Inl Administration		Lead	Review		Review	Review	Provide			Review			11	11
Manage Retainage		Review								Participate				11
Prevailing Wage Monitoring		Lead	Review		Review	Lead	Review			Provide				22
Contract Closeout	Approve	Lead	Review			Review	Review			Review			8	8
												Total Hours	31	170
												Subtotal		\$ 33,710
												Total Hours	178	232
												Hours/week (108 weeks)	160	2 15
												Total budget		\$ 74,500

William Shore Memorial Pool District
FINANCIAL STATEMENTS

As of January 31, 2018



McClain, Crouse & Co., PS

227 W. Eighth Street Port Angeles, WA 98362 (360) 457-3303 FAX (360) 457-7415

Certified Public Accountants

Charles S. McClain • charliem@olypen.com

Karen L. Crouse • karenc@olypen.com

Board of Directors

William Shore Memorial Pool District

Management is responsible for the accompanying financial statements of William Shore Memorial Pool District (a nonprofit organization), which comprise the statements of financial position as of January 31, 2018 and 2017, and the related statements of activities for the months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements. The budget comparison is presented for supplementary analysis purposes only.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Organization's financial position and changes in equity. Accordingly these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to William Shore Memorial Pool District.

McClain, Crouse and Co. P.S.
February 14, 2018

William Shore Memorial Pool District
Statements of Financial Position
As of January 31, 2018 and 2017

	Jan 31, 18	Jan 31, 17
ASSETS		
Current Assets		
Checking/Savings		
10000 · County Fund Balance	1,570.16	2,023.56
10100 · Cash in Till	100.00	100.00
10150 · Kitsap Bank		
10200 · Credit Card Processing Acco...	2,025.77	12,047.86
10400 · Cash in Operating Account	14,405.61	17,484.24
10500 · Money Market Account	50,094.50	125,072.32
Total 10150 · Kitsap Bank	66,525.88	154,604.42
Total Checking/Savings	68,196.04	156,727.98
Accounts Receivable		
11300 · Accounts Receivable	3,768.58	6,431.04
Total Accounts Receivable	3,768.58	6,431.04
Other Current Assets		
12001 · Undeposited Funds	258.00	553.00
12500 · PASD Advance	301.59	301.59
12501 · Tukwila Advance	659.10	659.10
Total Other Current Assets	1,218.69	1,513.69
Total Current Assets	73,183.31	164,672.71
Fixed Assets		
14000 · Land - Investment	80,000.00	0.00
15000 · Building and Improvements	1,998,731.72	1,998,731.72
15500 · Expansion Costs	42,595.00	38,587.00
16000 · Equipment	65,653.21	45,833.38
Total Fixed Assets	2,186,979.93	2,083,152.10
Other Assets		
18600 · Bond Expense	7,800.00	7,800.00
Total Other Assets	7,800.00	7,800.00
TOTAL ASSETS	2,267,963.24	2,255,624.81
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	17,596.00	23,178.86
Total Accounts Payable	17,596.00	23,178.86
Credit Cards		
21000 · Visa	3,684.93	2,628.66
Total Credit Cards	3,684.93	2,628.66
Other Current Liabilities		
22000 · Wages Payable	20,391.45	14,539.92
22500 · Accrued Cafeteria Plan Liab	5,021.76	6,303.45
23000 · Deferred Compensation Liab...	1,806.00	1,716.00
24000 · Payroll Liabilities	7,428.82	7,836.80
24500 · Accrued Sales Tax Liability	0.00	6,721.93
26500 · Uncashed old paychecks	3,427.91	1,935.89
Total Other Current Liabilities	38,075.94	39,053.99
Total Current Liabilities	59,356.87	64,861.51

William Shore Memorial Pool District
Statements of Financial Position
As of January 31, 2018 and 2017

	Jan 31, 18	Jan 31, 17
Long Term Liabilities		
27200 · Auto Loan from Kitsap Bank	13,248.48	0.00
27300 · Washington LOCAL I	72,800.11	85,388.21
27310 · Washington LOCAL II	302,175.25	357,344.80
27400 · Kitsap Bank Loan	384,088.82	446,896.88
Total Long Term Liabilities	772,312.66	889,629.89
Total Liabilities	831,669.53	954,491.40
Equity		
32000 · Unrestricted Net Assets	1,505,162.36	1,356,077.12
Net Income	-68,868.65	-54,943.71
Total Equity	1,436,293.71	1,301,133.41
TOTAL LIABILITIES & EQUITY	2,267,963.24	2,255,624.81

William Shore Memorial Pool District
Statements of Activities
for the months ended January 31, 2018 and 2017

	Jan 18	Jan 17
Income		
3111000 · Real and Property Taxes	1,173.76	2,017.02
3417000 · Merchandise Sales		
3417010 · Vending Revenue	29.53	0.00
3417100 · Merchandise Sales	1,028.50	467.73
Total 3417000 · Merchandise Sales	1,058.03	467.73
3470000 · Admissions		
3473010 · General Admissions		
3473011 · Pass Sales	5,311.50	5,713.00
3473010 · General Admissions - Other	2,946.48	3,253.25
Total 3473010 · General Admissions	8,257.98	8,966.25
3476035 · Swim Instruction	7,036.25	7,419.15
3476040 · Camps and Special Events	2,022.75	670.50
3476045 · Exercise Classes	4,948.50	4,058.50
Total 3470000 · Admissions	22,265.48	21,114.40
3500000 · Daycare Income		
3500010 · After School Care	3,977.00	0.00
Total 3500000 · Daycare Income	3,977.00	0.00
3620000 · Rental Income		
45030 · Facility Rental		
3624010 · One time use Rental	748.25	927.00
3625062 · Contracted Rental	3,747.58	2,742.08
Total 45030 · Facility Rental	4,495.83	3,669.08
45040 · Miscellaneous Rental		
3624020 · Equipment Rental	300.52	327.75
3624030 · Locker Rental	0.00	0.00
Total 45040 · Miscellaneous Rental	300.52	327.75
Total 3620000 · Rental Income	4,796.35	3,996.83
3625000 · DNR - Other than Timber	4.08	6.54
3951030 · Sale of County Timber	392.32	0.00
Total Income	33,667.02	27,602.52
Gross Profit	33,667.02	27,602.52
Expense		
57620 · Operating Costs		
100001 · Salaries and Wages		
100000 · Regular Time		
100010 · Clerk Services	108.50	100.00
100020 · Lifeguards	18,072.95	13,172.24
100024 · Coordinator	1,515.94	0.00
100025 · Daycare	3,670.67	0.00
100030 · Instructors	3,710.84	3,998.15
100040 · Head Guards	8,637.08	5,756.06
100050 · Supervisors	8,344.28	8,201.38
100060 · Maintenance	1,344.07	1,318.28
100070 · Executive Director	4,315.50	3,937.50
Total 100000 · Regular Time	47,719.83	36,483.61
100090 · Sick/Vacation Pay	88.94	0.00
Total 100001 · Salaries and Wages	47,808.77	36,483.61

William Shore Memorial Pool District
Statements of Activities
for the months ended January 31, 2018 and 2017

	Jan 18	Jan 17
200000 · Personnel Benefits		
200020 · Federal Payroll Taxes	3,529.45	2,579.58
200032 · Cafeteria Plan	751.79	1,214.00
200035 · Health Insurance - Sal Employee	6,623.60	0.00
200040 · Unemployment Compensation	463.40	399.67
200045 · Department of Labor & Industry	1,237.78	879.91
Total 200000 · Personnel Benefits	12,606.02	5,073.16
300000 · Supplies		
310000 · Office Supplies		
310010 · Office Supplies	221.27	642.92
310028 · Computer Supplies	77.27	0.00
310000 · Office Supplies - Other	462.29	0.00
Total 310000 · Office Supplies	760.83	642.92
310050 · Program Supplies and Equipment		
310310 · Swim Instruction	355.69	189.80
310330 · Daycare	868.65	0.00
310050 · Program Supplies and Equipment - ...	109.90	0.00
Total 310050 · Program Supplies and Equipment	1,334.24	189.80
310100 · Maintenance Supplies and Repair		
310030 · Pool Chemicals	743.28	426.20
310035 · Cleaning & Janitorial Supplies	451.69	194.60
310135 · Maintenance Supplies	118.17	297.94
Total 310100 · Maintenance Supplies and Repair	1,313.14	918.74
340035 · Items for Resale	680.82	564.92
350010 · Small Tools and Minor Equipment	38.01	471.14
Total 300000 · Supplies	4,127.04	2,787.52
4000000 · Charges for Services		
410020 · Professional Services		
410013 · Network/Computer Service	105.00	1,365.95
410030 · Transaction Services (Rec1)	0.00	230.15
410041 · Accounting Services	1,250.00	1,450.00
410071 · Legal Services	192.50	0.00
410020 · Professional Services - Other	5.95	0.00
Total 410020 · Professional Services	1,553.45	3,046.10
420000 · Communications		
420010 · Telephone	485.95	250.25
420020 · Postage, Mailing Service	0.00	28.69
420023 · Website and Internet	111.70	91.95
Total 420000 · Communications	597.65	370.89
430000 · Travel		
430010 · Conference, Convention, Meeting	429.53	353.44
430015 · Travel Allowance	128.06	0.00
430020 · Training	816.27	0.00
Total 430000 · Travel	1,373.86	353.44
450000 · Operating Rentals and Leases		
450030 · Office Equipment Leases/Rents	167.61	167.61
Total 450000 · Operating Rentals and Leases	167.61	167.61
460030 · Insurance-Property & Liability	21,268.00	19,575.00
470090 · Utilities	9,501.51	9,584.10

William Shore Memorial Pool District
Statements of Activities
for the months ended January 31, 2018 and 2017

	Jan 18	Jan 17
480000 · Repair and Maint-Contracted		
480010 · Building-Repair and Maintenance	1,110.03	3,420.02
480040 · Equipment-Repair & Maintenance	216.80	71.51
480000 · Repair and Maint-Contracted - Other	109.90	0.00
Total 480000 · Repair and Maint-Contracted	1,436.73	3,491.53
49000 · Miscellaneous Expense		
490031 · Print and Copying Service	285.91	0.00
490040 · Memberships and Dues	1,475.00	139.33
490090 · Credit Card Charges	335.87	588.27
Total 49000 · Miscellaneous Expense	2,096.78	727.60
500000 · Intergovernmental Services		
530040 · State Sales and B & O Tax	0.00	788.33
Total 500000 · Intergovernmental Services	0.00	788.33
Total 4000000 · Charges for Services	37,995.59	38,204.60
Total 57620 · Operating Costs	102,537.42	82,548.89
5850000 · Nonoperational Expenses		
830020 · Interest Expense	-1.75	-2.66
Total 5850000 · Nonoperational Expenses	-1.75	-2.66
Total Expense	102,535.67	82,546.23
Net Income	-68,868.65	-54,943.71

William Shore Memorial Pool District
Statement of Revenue and Expense and Budget
for the month ending January 31, 2018

	Jan 18	Budget	Jan 18	YTD Budget	Annual Budget
Income					
3111000 · Real and Property Taxes	1,173.76	20,000.00	1,173.76	20,000.00	750,000.00
3111010 · Delinquent Property Tax	0.00	520.84	0.00	520.84	6,250.00
3174000 · Timber Excise Tax	0.00	295.84	0.00	295.84	3,550.00
3417000 · Merchandise Sales	1,058.03	650.00	1,058.03	650.00	7,800.00
3470000 · Admissions					
3473010 · General Admissions	8,257.98	10,666.66	8,257.98	10,666.66	128,000.00
3476035 · Swim Instruction	7,036.25	8,208.34	7,036.25	8,208.34	98,500.00
3476040 · Camps and Special Events	2,022.75	1,125.00	2,022.75	1,125.00	13,500.00
3476045 · Exercise Classes	4,948.50	5,416.66	4,948.50	5,416.66	65,000.00
Total 3470000 · Admissions	22,265.48	25,416.66	22,265.48	25,416.66	305,000.00
3500000 · Daycare Income	3,977.00	12,000.00	3,977.00	12,000.00	144,000.00
3620000 · Rental Income					
45030 · Facility Rental	4,495.83	3,833.32	4,495.83	3,833.32	46,000.00
45040 · Miscellaneous Rental	300.52	433.34	300.52	433.34	5,200.00
Total 3620000 · Rental Income	4,796.35	4,266.66	4,796.35	4,266.66	51,200.00
3625000 · DNR - Other than Timber	4.08	41.66	4.08	41.66	500.00
3699000 · Other Miscellaneous Revenue	0.00	2,500.00	0.00	2,500.00	30,000.00
3951030 · Sale of County Timber	392.32		392.32		
Total Income	33,667.02	65,691.66	33,667.02	65,691.66	1,298,300.00
Gross Profit	33,667.02	65,691.66	33,667.02	65,691.66	1,298,300.00
Expense					
57620 · Operating Costs					
100001 · Salaries and Wages					
100000 · Regular Time					
100010 · Clerk Services	108.50	125.00	108.50	125.00	1,500.00
100020 · Lifeguards	16,072.95	14,166.66	16,072.95	14,166.66	170,000.00
100024 · Coordinator	1,515.94	1,800.00	1,515.94	1,800.00	21,600.00
100025 · Daycare	3,670.67	1,000.00	3,670.67	1,000.00	12,000.00
100030 · Instructors	3,710.84	5,000.00	3,710.84	5,000.00	60,000.00
100040 · Head Guards	8,637.08	6,083.34	8,637.08	6,083.34	73,000.00
100050 · Supervisors	8,344.28	8,750.00	8,344.28	8,750.00	105,000.00
100060 · Maintenance	1,344.07	1,500.00	1,344.07	1,500.00	18,000.00
100070 · Executive Director	4,315.50	3,937.50	4,315.50	3,937.50	47,250.00
Total 100000 · Regular Time	47,719.83	42,362.50	47,719.83	42,362.50	508,350.00

William Shore Memorial Pool District
Statement of Revenue and Expense and Budget
for the month ending January 31, 2018

	Jan 18	Budget	Jan 18	YTD Budget	Annual Budget
100090 · Sick/Vacation Pay	88.94	250.00	88.94	250.00	3,000.00
Total 100001 · Salaries and Wages	47,808.77	42,612.50	47,808.77	42,612.50	511,350.00
200000 · Personnel Benefits	12,606.02	7,041.66	12,606.02	7,041.66	84,500.00
300000 · Supplies					
310000 · Office Supplies	760.83	916.66	760.83	916.66	11,000.00
310050 · Program Supplies and Equip...	1,334.24	1,308.34	1,334.24	1,308.34	15,700.00
310100 · Maintenance Supplies and Re...	1,313.14	2,249.98	1,313.14	2,249.98	27,000.00
340035 · Items for Resale	680.82	416.66	680.82	416.66	5,000.00
350010 · Small Tools and Minor Equip...	38.01	125.00	38.01	125.00	1,500.00
Total 300000 · Supplies	4,127.04	5,016.64	4,127.04	5,016.64	60,200.00
4000000 · Charges for Services					
410020 · Professional Services	1,553.45	2,266.66	1,553.45	2,266.66	27,200.00
420000 · Communications	597.65	458.32	597.65	458.32	5,500.00
430000 · Travel	1,373.86	741.66	1,373.86	741.66	8,900.00
440010 · Advertising	0.00	41.66	0.00	41.66	500.00
450000 · Operating Rentals and Leases	167.61	166.66	167.61	166.66	2,000.00
460030 · Insurance-Property & Liability	21,268.00	22,500.00	21,268.00	22,500.00	22,500.00
470090 · Utilities	9,501.51	9,166.66	9,501.51	9,166.66	110,000.00
480000 · Repair and Maint-Contracted	1,436.73	2,083.34	1,436.73	2,083.34	25,000.00
490000 · Miscellaneous Expense					
490031 · Print and Copying Service	285.91	41.66	285.91	41.66	500.00
490040 · Memberships and Dues	1,475.00	250.00	1,475.00	250.00	3,000.00
490090 · Credit Card Charges	335.87	750.00	335.87	750.00	9,000.00
Total 490000 · Miscellaneous Expense	2,096.78	1,041.66	2,096.78	1,041.66	12,500.00
500000 · Intergovernmental Services					
530040 · State Sales and B & O Tax	0.00	1,041.66	0.00	1,041.66	12,500.00
530070 · Clallam County Treas - Prop ...	0.00	0.00	0.00	0.00	450.00
Total 500000 · Intergovernmental Servi...	0.00	1,041.66	0.00	1,041.66	12,950.00
Total 4000000 · Charges for Services	37,995.59	39,508.28	37,995.59	39,508.28	227,050.00
Total 57620 · Operating Costs	102,537.42	94,179.08	102,537.42	94,179.08	883,100.00

William Shore Memorial Pool District
Statement of Revenue and Expense and Budget
for the month ending January 31, 2018

	Jan 18	Budget	Jan 18	YTD Budget	Annual Budget
5850000 · Nonoperational Expenses					
830020 · Interest Expense	-1.75	0.00	-1.75	0.00	29,555.00
Total 5850000 · Nonoperational Expenses	-1.75	0.00	-1.75	0.00	29,555.00
Total Expense	102,535.67	94,179.08	102,535.67	94,179.08	912,655.00
Net Income	-68,868.65	-28,487.42	-68,868.65	-28,487.42	385,645.00