

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

September 20, 2022 - 6:00 PM

TWO WAYS TO PARTICIPATE:

In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens.

OR Join Zoom Meeting: <https://us02web.zoom.us/j/86477311496>

or call in at (253) 215-8782 Meeting ID 86477311496

- 1. Call to Order**
- 2. Flag Salute**
- 3. Roll Call**
- 4. Guest Business**
 - A. Salary Survey Presentation - Compensation Connections
- 5. Citizen Comments**
- 6. City Department Update**
 - A. New Police Officer Joshua Tannen and Sergeant Promotion for Officer Wells Jeffrey Beazizo
- 7. Consent Agenda**
 - A. Cancel September 27, 2022 Council Meeting
 - B. Appoint Park Board and Veterans Commission Member Kelly Chelin
 - C. Roadway Striping - Small Works Roster Contract Jessica Knoepfle, Aaron Halverson
 - D. 2022-2023 Professional Tree Services Aaron Halverson
- 8. Action Items**
 - A. Lake Stevens Food Bank Funding Agreement - Revised Request Barb Stevens
- 9. Discussion Items**
 - A. Storage Facilities Code Amendment (LUA2022-0079) Jill Needham

- B. Council Retreat Discussion Caitlin Weaver
- C. Draft Agenda for the Next Meeting (will be handed out at the meeting)

10. Adjourn

THE PUBLIC IS INVITED TO ATTEND

Special Needs: The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions.



City Council Meeting

September 20, 2022



Compensation Study for Non-Represented Positions

Market Study Activities

Research comparable market data

Review and update the pay range structures

Analyze employee pay compared to the ranges

Determine potential budget impact

Market Data Sources

Municipal data sources via AWC & research:

- Arlington
- Bothell
- Edmonds
- Everett
- Kenmore
- Lynnwood
- Marysville
- Mill Creek
- Monroe
- Mount Vernon
- Mountlake Terrace
- Mukilteo

Market Data Sources

Other government agency data sources:

- Economic Research Institute (ERI)
- Milliman Public Employers

All industry data sources:

- CompAnalyst
- Compdata
- Milliman NW Management and Professional
- Milliman Puget Sound Area

Market Data Methodology

Focus on job content and qualifications
when matching

Average of 9 matches per job

Data scoped for Lake Stevens or Puget
Sound

Data aged to reflect an effective date of
January 1, 2023

Range Midpoint vs Market Data

Current Range Midpoint as a Percent of Market Data

Department	50th	60th	75th
Administration	89.9%	80.8%	83.9%
Finance	93.1%	82.6%	86.3%
Human Resources	93.0%	87.5%	84.2%
IT	95.2%	92.1%	87.2%
Parks & Recreation	93.7%	91.1%	85.3%
Planning & Community Dev	93.4%	87.9%	86.2%
Police	91.3%	86.9%	86.6%
Public Works	92.8%	90.3%	85.1%
Average	93.0%	88.7%	85.7%

City's Current Policy

Periodically, the City may conduct a market salary survey to ensure the city's positions are paid appropriately as evaluated against our comparable cities, economic conditions in the area, prevailing wage rates, and/or recruitment or retention difficulties for certain positions. **Market adjustments to positions on the salary schedule shall be subject to budgetary consideration. In general, an employee whose existing classification is moved to a higher salary range will move to the same step within the new salary range and their step increase date will not change due to a market adjustment.**

Preliminary Implementation Options

	--- All Jobs ---			--- Only Jobs More Than 5% Below Market ---		
Options	50th	60th	75th	50th	60th	75th
Bring to Step 1	\$111,118 2.4%	\$176,661 3.9%	\$261,519 5.8%	\$51,428 1.1%	\$103,280 2.3%	\$158,595 3.5%
Bring to Next Higher Step	\$178,593 3.9%	\$227,775 5.0%	\$306,428 6.7%	\$97,914 2.2%	\$127,776 2.8%	\$186,914 4.1%
Bring to Current Step (City Policy)	\$478,817 10.5%	\$639,970 14.1%	\$879,844 19.4%	\$338,178 7.4%	\$425,815 9.4%	\$578,252 12.7%
Years in Position	\$314,921 6.9%	\$470,438 10.4%	\$629,918 13.9%	\$190,506 4.2%	\$278,932 6.1%	\$374,890 8.3%

Bring to Step 1 = anyone with pay below the new Step 1 of their range moves to Step 1

Bring to Next Higher Step = anyone whose pay is between steps moves to the next higher step (includes Bring to Step 1)

Bring to Current Step = maintains current step placement of each employee (City Policy)

Years in Position = places employees on a step based on their years in the position

Are there any
other questions?

Thank
You

Appendix

City Demographics

City	County	'22 Population	'21 Assessed Value	'22 Housing Units	'20 Sq Miles	'22 Employees	Services/Features
Arlington	Snohomish	21,260	\$3.3 B	8,468	9.81	136	Airport, Fire, Police
Bothell	King/Sno	48,940	\$12.5 B	20,585	13.64	319	Police
Edmonds	Snohomish	42,980	\$11.6 B	19,374	8.92	146	Waterfront, Police, WWTP
Everett	Snohomish	113,300	\$21.0 B	48,649	33.19	1,149	Waterfront, Police, Fire, Transit, WWTP
Kenmore	King	24,090	\$5.2 B	9,690	6.15	47	Waterfront
Lake Stevens	Snohomish	40,700	\$7.6 B	14,417	9.17	103	Waterfront, Police
Lynnwood	Snohomish	38,740	\$7.9 B	16,246	7.88	324	Police, WWTP
Marysville	Snohomish	72,380	\$9.7 B	26,439	20.75	302	Police, Fire, WWTP
Mill Creek	Snohomish	21,510	\$4.6 B	9,450	4.64	55	Police
Monroe	Snohomish	19,700	\$3.1 B	6,634	6.10	140	Waterfront, Police
Mount Vernon	Skagit	35,500	\$4.0 B	13,576	12.30	244	Waterfront, Fire, Police
Mountlake Terrace	Snohomish	22,070	\$3.8 B	9,673	4.06	127	Police
Mukilteo	Snohomish	21,590	\$5.7 B	8,739	6.26	126	Waterfront, Fire, Police, WWTP

CITY COUNCIL STAFF REPORT



Agenda Date: 9/20/2022

Subject: Appoint Park Board and Veterans Commission Member

Contact Person/Department: Kelly Chelin, Administration

Budget Impact: n/a

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Confirm the Mayor's Appointment of Dawn Williams to Park Board and Eugene Gabrys to Veterans Commission with both terms expiring December 31, 2024

SUMMARY/BACKGROUND:

Currently, there is one more mid-term vacancy on the Park Board and two mid-term vacancies on the Veterans Commission. The staff issued a press release for interested applicants. Four applications were received for the Park Board opening and one application was received for the Veterans Commission opening. Interviews were held on Friday, September 9, 2022 with Council President Daughtry and Councilmember Ewing. The interview committee has recommended, and the Mayor has nominated, the appointment of Dawn Williams to the Park Board for a mid-term vacancy ending December 31, 2024 and Eugene Gabrys to the Veterans Commission for a mid-term vacancy ending December 31, 2024.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

None

SMALL PUBLIC WORKS CONTRACT (Under \$300,000)

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of _____, 2022, by and between the City of Lake Stevens, Washington, a Washington State municipal corporation (“City”), and Specialized Pavement Marking, LLC., a Delaware company authorized to do business in the State of Washington, (“Contractor”).

WHEREAS, the City desires to accomplish certain public works entitled Annual Pavement Striping (“the Project”) having an estimated cost \$300,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project.

WHEREAS, whereas the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Annual Pavement Striping (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than October 31, 2022.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. ☒ Plans and Contract Drawings.
- B. ☒ Scope of Work.
- C. ☒ Proposal/Bid Submittal (attached).
- D. ☐ 2018 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)
- F. ☐ 2018 APWA Supplement General Special Provisions (referenced but not attached).
- G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)
- H. ☐ Addenda (**if any**)
- I. ☐ Payment and Performance Bond (attached).

- J. ☐ Retainage Bond (attached) (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a City of Lake Stevens Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$114,231.00 in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. **Payments shall be for Performance of Project Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the

Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. **Payments.** Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. **Payments for Alterations and/or Additions.** Requests for change orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. **Final Payment.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.

5. All claims, as provided by law, filed against the retainage have been resolved.

6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. **Payment in the Event of Termination.** In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. **Maintenance and Inspection of Financial Records.** The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. **General Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection

of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor

and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement

There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City Full Availability of Contractor Limits.

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

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

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

H. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ **Required.** Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the Eric Durpos and shall be administered for the Contractor by the Contractor's Contract Representative, Larry Burgua. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.622.9400

To Contractor

Specialized Pavement Marking, LLC
Attn: Tyler Pierce
175 Roy Rd SW Bldg C
Pacific, WA 98047
Telephone: 253.299.1200

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts and Signatures.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract. Digital, electronic, and PDF signatures will constitute an original in lieu of the “wet” signature.

35. ☐ Debarment and Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit ____, if applicable.

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

CITY OF LAKE STEVENS

Specialized Pavement Marking, LLC

By: _____
Brett Gailey, Mayor

By: _____

Tyler Pierce, Division Manager

Attest:

Kelly Chelin, City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS: Bid Proposal

City of Lake Stevens

Bid Proposal for 2022 Long Line Striping (Project No. 22017)

Note: Unit price, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.

Item #	Item Description	Unit	Quantity	Unit Price	Total
1	PAINTED LINE	Mile	101	\$ 1,131.00	\$ 1,131.00
TOTAL BID					\$ 114,231.00

*Rates must be equal to or greater than Prevailing Wage

I am familiar and Bonded for the services required to complete this work and submit this bid understanding the terms of the attached sample small works contract.

Company: Specialized Pavement Marking Email: sus.susner@spmnw.com

Address: 175 Roy Rd SW Bldg C City: Pacific Zip: 98047

Phone: 253.299-1200

Signature:  Date: 08/22/2022

Print Name: Tyler Pierce, Division Manager

City of Lake Stevens

Bid Proposal for 2022 Long Line Striping (Project No. 22017)

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Company: Specialized Pavement Marking Email: sus.susner@spmnw.com

Address: 175 Roy Rd SW Bldg C City: Pacific Zip: 98047

Phone: 253.299-1200

Signature: 

Date: 08/22/2022

Print Name: Tyler Pierce, Division Manager

BID DEPOSIT

A Bid Deposit shall be made payable to the City of Lake Stevens in the amount of five percent (5%) of the Total Bid Amount(s) for all schedules, based upon the Lump Sum or Bid Schedule quantities at the unit prices, including applicable taxes, and in the form indicated below and on the following page.

- ☐ Cashier's Check
- ☐ Certified Check
- ☒ Bid Bond

Amount: \$ 5,711.55 (5% of T.A.B.)

Proposed Contract Performance Bond Surety

If the bidder is awarded a construction contract on this bid, the Surety who will provide the Contract Performance Bond will be Hartford Fire Insurance Company

Whose address is:

PO Box 958461
Street
Lake Mary FL 32795
City State Zip Code
Phone: 888.656-0817

ATTACHMENT C: BID GUARANTEE

DEPOSIT OR BID BOND FORM

DEPOSIT STATEMENT

Herewith find deposit in the form of certified check or cashier's check in the amount of \$ _____, which amount is not less than five percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Specialized Pavement Marking, LLC, as Principal,
and Hartford Fire Insurance Company, as Surety, are held firmly
bound unto the CITY OF LAKE STEVENS, Washington, as Obligee, in the penal sum of Five Percent of
Total Amount Bid [5% of T.A.B.]
for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that, if the Obligee shall make any award to the Principal for
2022 Long Line Striping _____, according to the terms of the bid made by the Principal therefore,
the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of
said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or
Sureties approved by the Obligee, or if the Principal shall, in case of failure to so do, pay and forfeit to
the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be
null and void; otherwise, it shall be and remain in full force and effect, and the Surety shall forthwith pay
and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED THIS 22nd DAY OF August, 20 22

Specialized Pavement Marking, LLC

Principal

By:

Tyler Pierce, Division Manager

Surety

Hartford Fire Insurance Company

By:

Laura Kneitz, Attorney-in-Fact

August 22

, 2022

Received return of deposit in the sum of \$ _____



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC

Agency Code: 61-614250

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Robert F. Bobo, Dan W. Burton, Aaron P. Clark, Kristin Darling, Timothy F. Kelly, Teresa D. Kelly, Laura Kneitz, Florence McClellan, Nick Patetta, Craig C. Payne, Rachel Richardson, Autumn Stockton, Averil Stockton of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 22, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

CITY COUNCIL STAFF REPORT



Agenda Date: 9/20/2022

Subject: 2022-2023 Professional Tree Services

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: Not to exceed \$275,000 through 2023. This is consistent with the budget.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign a new contract with SavATree for on-call tree services for a contract amount not to exceed \$275,000.00 through December 31, 2023.

SUMMARY/BACKGROUND:

City operations require specialized tree removal services to address dangerous trees, blow downs, and damaged trees. Public works operations perform tree removal for smaller trees and those in an area with low risk to public and private property. In cases where the risk is too great, the city will use the on-call unit price contract to enable this vendor (SavATree) to do the work. One additional advantage to SavATree is that they have a Certified Arborist on staff to assess trees for removal or preservation. It is customary for the city to have an on-call unit-priced contract with a vendor for tree removal services. This contract is a continuation of this practice.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2022_On Call_SavATree
2. Savatree - On-call Tree Removal Services 2022

CITY OF LAKE STEVENS
PUBLIC WORKS MASTER UNIT PRICED
CONTRACT FOR TREE SERVICES

THIS Master On – Call Public Works Contract ("Contract") is made and entered into this _____ day of August 2022, by and between and the City of Lake Stevens, a municipal corporation ("City") and SavATree a Washington corporation ("Contractor").

WHEREAS, the City desires on-call Tree services; and

WHEREAS, the City solicited a written Bid Proposal for the Contract; and

WHEREAS, the City received no responses to the Bid Proposals for the Contract and has solicited several local Contractors; and

WHEREAS, SavATree has responded with interest to provide these services; and

WHEREAS, the Contactor and the City desire to enter into this Contract for said work and in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work-the Project.

The Contractor shall perform, carry out and complete the on-call tree services as assigned per INDIVIDUAL TASK APPROVAL ORDER FORM (Exhibit A) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. Each Task/Project shall be completed per the completion date on the INDIVIDUAL TASK APPROVAL ORDER FORM.

2. Contract Documents.

In addition to Contractor's attached Bid Proposal, the following documents are incorporated into the Contract by this reference:

- a. _____ Request for Proposal/Bid and Bid Documents
- b. _____ Proposal/Bid Submittal (attached)
- c. _____ Plans and Contract Drawings.
- d. _____ INDIVIDUAL TASK APPROVAL ORDER FORM
- e. _____ Prevailing Wage Rates
- f. _____ 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- g. _____ 2010 APWA Supplement General Special Provisions (referenced but not attached).
- h. _____ Addenda (if any).

In the event of any inconsistencies or conflicts between the language of this Contract and these

incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 22.
- c. The Contractor has obtained a City of Lake Stevens Business License.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.
- e. City has issued INDIVIDUAL TASK APPROVAL ORDER FORM

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the INDIVIDUAL TASK APPROVAL ORDER FORM Projects under the Contract a total Contract Sum not to exceed \$35,000 for INDIVIDUAL TASK APPROVAL ORDER FORM Projects and not to exceed \$275,000 total for all INDIVIDUAL TASK APPROVAL ORDER FORM Projects under this Contract. Work shall be in accordance with the bid price in Contractor's Bid Proposal and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

b. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

c. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the

requirements of the Contract.

d. Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to withholding in accordance with subsection (f) below.

e. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

f. Final Payment. As each INDIVIDUAL TASK APPROVAL ORDER FORM Project is a public works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor on any INDIVIDUAL TASK APPROVAL ORDER FORM Project under this Contract until the Public Works Director has issued a Final Acceptance of INDIVIDUAL TASK APPROVAL ORDER FORM Project and the following has occurred:

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City.
- ii. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect to this Contract have been paid.
- iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, before the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
- iv. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
- v. Statement of Intent to Pay Prevailing Wages. The Contractor shall provide the City with a copy of the Contractor's Intent to Pay Prevailing Wages prior to Payment. Affidavits of payment of Prevailing Wage shall be submitted after completion of each INDIVIDUAL TASK APPROVAL ORDER FORM Project.

g. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

h. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the INDIVIDUAL TASK APPROVAL ORDER FORM Project – Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such

time, if the unpaid balance of the amount to be paid under the INDIVIDUAL TASK APPROVAL ORDER FORM Project exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

i. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate 31 December 2023 and upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

b. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract and INDIVIDUAL TASK APPROVAL ORDER FORM Project. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers,

agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The City will obtain and cover the City issued permits for INDIVIDUAL TASK APPROVAL ORDER FORM Projects. Other permits that may be required outside of the City's requirements are the responsibility of the Contractor to obtain and the Contractor will apply for, pay for and obtain any and all additional City, county, state and federal permits necessary to commence, construct and complete the INDIVIDUAL TASK APPROVAL ORDER FORM Project. All required permits and associated costs shall be included in the Total sum for the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the INDIVIDUAL TASK APPROVAL ORDER FORM Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment of the INDIVIDUAL TASK APPROVAL ORDER FORM Project from Contractor or upon written request from the City.

13. Job Safety.

a. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

b. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees,

prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under the INDIVIDUAL TASK APPROVAL ORDER FORM Project of this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the INDIVIDUAL TASK APPROVAL ORDER FORM Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of

final acceptance of the INDIVIDUAL TASK APPROVAL ORDER FORM Project work. The Contractor shall remedy any defects in its INDIVIDUAL TASK APPROVAL ORDER FORM Project work, and the materials, and equipment utilized in the INDIVIDUAL TASK APPROVAL ORDER FORM Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the INDIVIDUAL TASK APPROVAL ORDER FORM Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

b. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

20 Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract and INDIVIDUAL TASK APPROVAL ORDER FORM Projects is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

b. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the

Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

d. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

e. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days' notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- iv. _____ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

b. Minimum Amounts of Insurance

The Contractor shall maintain the following Insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii. _____ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

c. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

d. Acceptability of Insurers.

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

e. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City.

_____ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

f. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

g. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

h. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Notice of Cancellation of Insurance.

In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

23. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents and INDIVIDUAL TASK APPROVAL ORDER FORM.

d. The Contractor shall, before commencing any work on any INDIVIDUAL TASK APPROVAL ORDER FORM Project, notify the City in writing of the names of any proposed

subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date INDIVIDUAL TASK APPROVAL ORDER FORM Project to this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Contract or INDIVIDUAL TASK APPROVAL ORDER FORM Project to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract or INDIVIDUAL TASK APPROVAL ORDER FORM Project is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties subject to and relative to the INDIVIDUAL TASK APPROVAL ORDER FORM Projects, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict

performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the City's Contract Representative Barb Stevens, and shall be administered for the Contractor by the Contractor's Contract Representative Insert Name of Contractor Representative. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (physical address)
Post Office Box 257 (mailing address)
Lake Stevens, WA 98258
425.622.9400

To the Contractor:

SavATree LLC
Attn: Danielle Walsh
550 Bedford Rd,
Bedford Hills NY, 10507
Telephone: 914-241-4999

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts and Signatures.

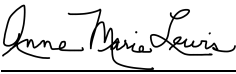
This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

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

CITY OF LAKE STEVENS

SavATree LLC

By: _____
Brett Gailey, Mayor

By:  _____
Anne Marie Lewis, CFO
September 15, 2022

Approved as to Form:

Greg Rubstello, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

 _____
SavATree LLC

Exhibit A

INDIVIDUAL TASK ORDER FORM NO. _____
TO CITY OF LAKE STEVENS
MASTER NON-EXCLUSIVE ON-CALL PUBLIC WORKS
CONTRACT FOR _____

This INDIVIDUAL TASK ORDER No. _____ is made and entered into on the ____ day of _____, 2027 between the City of Lake Stevens, hereinafter called the "City" and _____ hereinafter called "Contractor"

This agreement is made pursuant to and in compliance with the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____, following a Request for Bid awarded on _____, 20____.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____ following a Request for Bid awarded on _____, 20____; and

WHEREAS, both parties desire to implement a _____ service work project pursuant to the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ dated _____, 20____ (Contract), shall remain in full force and effect, and the INDIVIDUAL TASK ORDER IS AS FOLLOWS:

1. The Scope of Services for this INDIVIDUAL TASK ORDER FORM NO. ____ is as follows:

(or as set forth in attached Exhibit 1)

Performance of the services shall be subject to the terms and conditions of the Contract.

2. INDIVIDUAL TASK APPROVAL ORDER FORM No. _____ Project completion date is _____, 20____.

3. Additional specifications and requirements may be attached to this form (see attached Exhibit 2) and are incorporated into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____.

4. Pursuant to Contract Paragraph 5. Payment for Project.

The Contractor agrees to perform the services and provide the material described above for the amount not to exceed \$ _____, unless modified by the City in a signed written subsequent INDIVIDUAL TASK ORDER APPROVAL FORM. In no event shall the INDIVIDUAL TASK ORDER FORM project sum exceed \$35,000.

Work shall be in accordance with the bid price in Contractor's Bid Proposal incorporated by herein by this reference and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

5. The Total Amount payable to the Contractor under the Contract is summarized as follows:

Original City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for Electrician Services dated _____, 20____, Authorized Amount not to exceed per the duration of the Contract: **\$75,000.00**

INDIVIDUAL TASK APPROVAL ORDER FORM No. _____ \$ _____

(List other INDIVIDUAL TASK APPROVAL ORDER FORM No__ as they are implemented.)

Grand Total of INDIVIDUAL TASK APPROVAL ORDER FORMS: \$ _____

Balance Remaining under City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____: \$ _____

IN WITNESS WHEREOF, the parties hereto have executed this INDIVIDUAL TASK APPROVAL ORDER FORM as of the day and year first above written.

CITY OF LAKE STEVENS

SavATree LLC

By: _____
John Spencer, Mayor

By: Anne Marie Lewis

Anne Marie Lewis, CFO

ATTEST/AUTHENTICATED:

Kathy Pugh, City Clerk

Exhibit 1 -INDIVIDUAL TASK ORDER FORM NO.
Scope of Work and Costs

Exhibit 2 - INDIVIDUAL TASK ORDER FORM NO.
Additional specifications and requirements

RATE SHEET

Bothel - 20220729_Oncall_tree services

Final Audit Report

2022-09-15

Created:	2022-09-15
By:	Siera Fregosi (sfregosi@savatree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJb2DDSQ4E2M_a-602-YG8E_loNKb2t9j

"Bothel - 20220729_Oncall_tree services" History

-  Document created by Siera Fregosi (sfregosi@savatree.com)
2022-09-15 - 12:53:26 PM GMT
-  Document emailed to Anne Lewis (amelewis@savatree.com) for signature
2022-09-15 - 12:54:32 PM GMT
-  Email viewed by Anne Lewis (amelewis@savatree.com)
2022-09-15 - 4:32:53 PM GMT
-  Document e-signed by Anne Lewis (amelewis@savatree.com)
Signature Date: 2022-09-15 - 4:33:29 PM GMT - Time Source: server
-  Agreement completed.
2022-09-15 - 4:33:29 PM GMT



Request for Bid

2022 On-call Tree Removal Services

June 13, 2022

Bid Due Date: June 24, 2022

INVITATION: The City of Lake Stevens is requesting bids for on-call services for the removal of trees as identified by the City. The removal of trees shall comply with City policies, other applicable state agencies requirements, and in accordance with the industry standards and practices.

OVERVIEW: The City has unplanned needs for the removal of danger trees throughout the year. These can be for fallen trees, partially fallen trees, and trees needing to be felled. This contract is for a bonded tree removal service provider (contractor) that can respond to perform tree removal services in all types of terrain, in varied weather conditions, and potentially during all hours of a day. Annual budget for tree removal services is \$150,000 per year.

SCOPE OF WORK:

The contractor(s) selected will assume full responsibility for treatment and removal of trees. This may include but not be limited to the following:

- Tree felling
- Tree topping
- Removal of felled tree debris
- Sail thinning
- Mulching
- Salvaging of trees as directed by the City
- Site cleanup and repairs, as necessary
- Consultation on tree removal methods and selection
- Traffic Control when necessary

City will mark trees and conduct one, or more, site walks with the contractor preparatory to the performance of work. The contractor is expected to perform as a team member with the City and to adapt to developing circumstances on any given project.

Cost Basis: Based on the unit cost provided in this proposal, the contractor is to develop a cost proposal for each City task order issued (assignment) to the contractor or by mutual agreement between the City and the contractor.

Authorization to perform an assignment: Based upon an agreed upon cost for a task order, the City will issue a Work Order that includes:

- Assignment number,
- Defining the assignment limits of work,

- Identification of any special considerations (eq: City required salvage, working with another agency, working in an environmentally sensitive area, etc.),
- Time frame to complete the work,
- Agreed upon payment amount
- Summary of total payment made to date,
- Summary of total estimated payment including this assignment, and
- Approval signature by the contractor, City assignment contact person, and the Public Works Director or designee.

Hours of Work: **Regular hours of work** are typically Monday through Friday, except holidays, 7:00 AM to 7:00 PM and are regular working hours. Other hours are considered emergency hours. The City may require work under emergency situations. *Emergency work to be performed outside of regular hours shall be at the request of the City.*

Assignment Location: Varies from public right-of-way; open space; native growth protection areas which could include wetlands; and a variety of public and potentially private property.

Standards: Work is to be performed to the industry standard practice in compliance with State and Federal safety regulations.

Scheduling and delays: The contractor is responsible for completing an authorized assignment within the agreed upon schedule deadline. Any extension of this deadline must be approved by the City. Failure to meet a deadline that is not directly related to a City action for a specific assignment may result in a 2% reduction for each day beyond the agreed completion date.

Site Clean-up: Except where specifically directed or authorized by the City to leave debris material on site, the contractor is to remove assignment generated debris from the site and dispose off-site.

Disposal site: The City does not provide a disposal site for debris. Disposal of debris generated from the removal of a danger tree shall be removed from the site and disposed of in a property manner acceptable to City, County, and State.

Salvage Wood Products: As directed by the City, the contractor is to cut and provide a portion or all of a felled tree. The City will work with the contractor to determine the length feasible to be salvaged. Any portion not salvaged by the City will be the responsibility of the contractor to dispose of. The determination of the City plan to salvage will be identified within the Work Order.

Invoicing the City: Invoices need to include the assignment number and identification of the location(s) where the work was performed. If the assignment extends beyond a single invoice period, typically 30 days, the invoice needs to state that this is a portion of an assignment.

Contractor Responsibility:

1. Interface with the public as an agent of the City when approached.
2. Determine the best method to perform the work.
3. Assess an assignment, provide a cost estimate, and develop a schedule.

4. Perform work within the timeframe and agreed to cost method/limit within the executed Work Order.
5. Invoicing within 30 days of the completion of an assignment.

LICENSE: The contractor must have a State and a City license before performing any work within the City. Both licenses must be maintained throughout the contract period.

CONTACT INFORMATION: Contractor must provide an active cell phone and email address for general services and an emergency contact cell phone number.

BIDDER SELECTION: The City reserves the right to select or reject all bids. The method used to consider the lowest responsive bid will be a total of items 1, 2, 3, 4, and 5 on bid proposal sheet.

SAMPLE CONTRACT: A sample contract is provided.

INQUIRES: Questions on this bid will be accepted by email to jknopfle@lakestevenswa.gov or by phone at 425.622.9444

PROPOSAL DUE DEADLINE: 4:00 PM June 24, 2022. Bids can be mailed to the City of Lake Stevens PO Box 257 Lake Stevens, WA 98258 or emailed to jknopfle@lakestevenswa.gov

All proposals submitted become the property of the City and are subject to the Public Records Act, RCW 42.56

BID PROPOSAL FORM

TO: CITY OF LAKE STEVENS
PO BOX 257
LAKE STEVENS, WA 98258

Pursuant to and in compliance with the Call for Bids, the Information for Bidders, and other documents relating to the **2022 On-Call Tree Services**, the undersigned has carefully examined the specifications and hereby proposes to furnish all labor and materials and to perform all work as required for tree removal services in strict accordance with the contract documents and specifications,

By signing and submitting this Bid Proposal, the bidder swears and affirms that the following items are true.

Non-Collusion Affidavit

That said person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Furthermore, that the bid submitted herewith is a genuine bid and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described in these documents.

The bidder further acknowledges that by signing this proposal, the bidder has agreed to the provisions of this Non-Collusion Affidavit.

Non-Segregated Facilities

The bidder certifies that it does not now, nor will it for the duration of this contract, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform its services at any locations, under its control, where segregated facilities are maintained.

The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause on any contract resulting from acceptance of this bid.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants, or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact because of habit, local custom or otherwise. The bidder agrees that except where it has obtained identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, that it will retain such certifications in its files.

The penalty for making false statements in offers is prescribed in 18 USC 1001.

Anti-Discrimination Certification

The bidder hereby covenants, stipulates, and agrees that no person shall be discriminated against in the bidding of the service and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, creed, color or national origin, unless based on a bona fide occupational qualification. Also, the bidder will in no manner discriminate against any person because of such person's race, creed, color or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Bidder's Declaration and Understanding

If the undersigned bidder be notified of the acceptance of this bid within sixty (60) days of the time set for the opening of bids, it agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a contract performance bond as required by the Contract Documents.

The undersigned bidder further agrees that the bid bond accompanying this bid shall be left in escrow with the Owner, and that the liquidated damages which the Owner will sustain by the failure of the undersigned bidder to execute and deliver the contract and performance bond will be equal to five percent (5%) of the total bid. If the undersigned bidder defaults in executing that contract and in furnishing the contract performance bond within ten (10) days of the date on the Notice of Award, then the bid guaranty shall become the property of the Owner.

If however, the Owner does not accept this bid or any part thereof within sixty (60) days of the time set for the opening of bids, or if the undersigned bidder executes and delivers said contract and surety bond, the bid guaranty shall be returned to the bidder.

Prevailing Wages

The prevailing rate of wages shall be paid to all workers, laborers, or mechanics per Chapter 39.12 RCW. See 2020 WSDOT/APWA Standard Specifications.

Washington State Sales Tax.

The Owner agrees to pay Washington State Retail Sales Tax to the bidder as an additional and separate pay item not included in the below unit-price bid items for all improvements, such as utility improvements, for which the Owner is not exempt from Washington State Retail Tax, as specified in Section 1-07.2 of the *Standard Specifications*.

The bidder agrees to include and pay all other state and local taxes within all appropriate unit bid prices, as specified in Section 1-07.2 of the *Standard Specifications*.

City of Lake Stevens

Bid Proposal for 2022 On-call Tree Removal Service

The following bid proposal is for the removal of danger trees under the direction of the City. Most cases the debris created from the tree removal is to be left at the site. There will be on some occasions that will require the debris to be picked up and removed from the location.

Item	Description	Unit Price
Non-emergency – for work performed within the “Regular Hours of Work” (7:00 am to 7:00 pm)		
1.	Cutter - (Per Hour) (Includes mobilization, labor, equipment, and material necessary for the contractor to perform the services to trim, cut, and fall a City identified danger tree.)	\$ <u>200.00</u>
2.	Assistant – (Per Hour) (Includes labor, equipment, and material necessary for the assistant to support the Cutter)	\$ <u>\$200.00</u>
3.	Removal of debris hourly rate (Per Hour) (Includes mobilization, equipment, material, off site haul with labor, and disposal of debris. Labor to perform the collection, process, and loading of debris at the site is paid under Item 2)	\$ <u>200.00</u>
4.	Traffic control (Per Hour) (Includes mobilization, labor, and materials to conduct traffic control. Must adhere to WSDOT work zone standards)	\$ <u>200.00</u>
5.	ISA Certified Arborist (Per Hour)	\$ <u>200.00</u>
Sub-TOTAL Item 1 + 2 +3+4+5)		\$ <u>1,000.00</u>

*Rates must be equal to or greater than Prevailing Wage

I am familiar and Bonded for the services required to complete this work and submit this bid understanding the terms of the attached sample small works contract. If awarded this bid, I will be able to respond to a call for services within 24 hours or less from the City's issuance of Notice to Proceed for a specific identified danger tree.

Company: SavATree, LLC Email: daniellewalsh@savatree.com

Address: 19125 North Creek Parkway, Suite 111 City: Bothell Zip: 98011

Phone: 425-218-8543

Signature: Danielle Walsh Date: 06/20/2022

Print Name: Danielle Walsh

 ATTACHMENT GLOSSARY

ATTACHMENT GLOSSARY

Required with Bid:

- A. Bid Proposal
- B. Bid Bond/Guarantee Form

Required at Contract Execution:

- C. Public Works Master Unit Priced Contract
- D. Performance and Payment Bond

BID DEPOSIT

A Bid Deposit shall be made payable to the City of Lake Stevens in the amount of five percent (5%) of the Total Bid Amount(s) for all schedules, based upon the Lump Sum or Bid Schedule quantities at the unit prices, including applicable taxes, and in the form indicated below and on the following page.

- ☐ Cashier's Check
- ☐ Certified Check
- ☒ Bid Bond

Amount: \$ \$7,500.00

Proposed Contract Performance Bond Surety

If the bidder is awarded a construction contract on this bid, the Surety who will provide the Contract Performance Bond will be SavATree, LLC

Whose address is:

 550 Bedford Rd

Street

 Bedford Hills, New York 10507

City

State

Zip Code

Phone: 425-218-8543

CITY OF LAKE STEVENS
PUBLIC WORKS MASTER UNIT PRICED
CONTRACT FOR _____

THIS Master On – Call Public Works Contract ("Contract") is made and entered into this _____ day of _____, 20____, by and between and the City of Lake Stevens, a municipal corporation ("City") and _____, a Washington corporation ("Contractor").

WHEREAS, the City desires on-call _____ services; and

WHEREAS, the City solicited a written Bid Proposal for the Contract; and

WHEREAS, the City received no responses to the Bid Proposals for the Contract and has solicited several local Contractors; and

WHEREAS, _____ has responded with interest to provide these services; and

WHEREAS, the Contactor and the City desire to enter into this Contract for said work and in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work-the Project.

The Contractor shall perform, carry out and complete the on-call tree services as assigned per INDIVIDUAL TASK APPROVAL ORDER FORM (Exhibit A) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. Each Task/Project shall be completed per the completion date on the INDIVIDUAL TASK APPROVAL ORDER FORM.

2. Contract Documents.

In addition to Contractor's attached Bid Proposal, the following documents are incorporated into the Contract by this reference:

- a. _____ Request for Proposal/Bid and Bid Documents
- b. _____ Proposal/Bid Submittal (attached)
- c. _____ Plans and Contract Drawings.
- d. _____ INDIVIDUAL TASK APPROVAL ORDER FORM
- e. _____ Prevailing Wage Rates
- f. _____ 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- g. _____ 2010 APWA Supplement General Special Provisions (referenced but not attached).
- h. _____ Addenda (if any).

In the event of any inconsistencies or conflicts between the language of this Contract and these

incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 22.
- c. The Contractor has obtained a City of Lake Stevens Business License.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.
- e. City has issued INDIVIDUAL TASK APPROVAL ORDER FORM

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the INDIVIDUAL TASK APPROVAL ORDER FORM Projects under the Contract a total Contract Sum not to exceed \$35,000 for INDIVIDUAL TASK APPROVAL ORDER FORM Projects and not to exceed \$150,000 total for all INDIVIDUAL TASK APPROVAL ORDER FORM Projects under this Contract per calendar year. Work shall be in accordance with the bid price in Contractor's Bid Proposal and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

b. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

c. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the

Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

d. Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to withholding in accordance with subsection (f) below.

e. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

f. Final Payment. As each INDIVIDUAL TASK APPROVAL ORDER FORM Project is a public works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor on any INDIVIDUAL TASK APPROVAL ORDER FORM Project under this Contract until the Public Works Director has issued a Final Acceptance of INDIVIDUAL TASK APPROVAL ORDER FORM Project and the following has occurred:

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City.
- ii. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect to this Contract have been paid.
- iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, before the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
- iv. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
- v. Statement of Intent to Pay Prevailing Wages. The Contractor shall provide the City with a copy of the Contractor's Intent to Pay Prevailing Wages prior to Payment. Affidavits of payment of Prevailing Wage shall be submitted after completion of each INDIVIDUAL TASK APPROVAL ORDER FORM Project.

g. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

h. Payment in the Event of Termination. In the event this Contract is terminated by

either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the INDIVIDUAL TASK APPROVAL ORDER FORM Project – Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the INDIVIDUAL TASK APPROVAL ORDER FORM Project exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

i. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate 31 December 2018 and upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract. The city may extend the term of the contract by two additional calendar years.

7. Termination of Contract.

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

b. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws

of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract and INDIVIDUAL TASK APPROVAL ORDER FORM Project. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The City will obtain and cover the City issued permits for INDIVIDUAL TASK APPROVAL ORDER FORM Projects. Other permits that may be required outside of the City's requirements are the responsibility of the Contractor to obtain and the Contractor will apply for, pay for and obtain any and all additional City, county, state and federal permits necessary to commence, construct and complete the INDIVIDUAL TASK APPROVAL ORDER FORM Project. All required permits and associated costs shall be included in the Total sum for the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the INDIVIDUAL TASK APPROVAL ORDER FORM Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment of the INDIVIDUAL TASK APPROVAL ORDER FORM Project from Contractor or upon written request from the City.

13. Job Safety.

a. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

b. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and

-655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under the INDIVIDUAL TASK APPROVAL ORDER FORM Project of this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the INDIVIDUAL TASK APPROVAL ORDER FORM Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the INDIVIDUAL TASK APPROVAL ORDER FORM Project work. The Contractor shall remedy any defects in its INDIVIDUAL TASK APPROVAL ORDER FORM Project work, and the materials, and equipment utilized in the INDIVIDUAL TASK APPROVAL ORDER FORM Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the INDIVIDUAL TASK APPROVAL ORDER FORM Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

b. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract and INDIVIDUAL TASK APPROVAL ORDER FORM Projects is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

b. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

c. The Contractor specifically and expressly waives any immunity that may be

granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

d. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

e. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days' notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01

or substitute endorsements providing at least as broad of coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. ____ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

b. Minimum Amounts of Insurance

The Contractor shall maintain the following Insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii. ____ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

c. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- d. Acceptability of Insurers.

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

e. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City.

_____ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

f. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

g. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

h. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Notice of Cancellation of Insurance.

In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

23. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents and INDIVIDUAL TASK APPROVAL ORDER FORM.

d. The Contractor shall, before commencing any work on any INDIVIDUAL TASK APPROVAL ORDER FORM Project, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date INDIVIDUAL TASK APPROVAL ORDER FORM Project to this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Contract or INDIVIDUAL TASK APPROVAL ORDER FORM Project to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract or INDIVIDUAL TASK APPROVAL ORDER FORM Project is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties subject to and relative to the INDIVIDUAL TASK APPROVAL ORDER FORM Projects, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the City's Contract Representative Barb Stevens, and shall be administered for the Contractor by the Contractor's Contract Representative Insert Name of Contractor Representative. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (physical address)
Post Office Box 257 (mailing address)
Lake Stevens, WA 98258
425-622-9400

To the Contractor:

Company Name
Attn: _____
Mailing Address
City, State ZIP
Telephone: _____

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of

Washington for Snohomish County, Washington.

32. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts and Signatures.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract. Digital, electronic, and PDF signatures will constitute an original in lieu of the “wet” signature.

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

CITY OF LAKE STEVENS

CONTRACTOR COMPANY NAME

By: _____
Mayor

By: _____

Printed Name/Title

Approved as to Form:

City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

Contractor Signature

Exhibit A

INDIVIDUAL TASK ORDER FORM NO. _____
TO CITY OF LAKE STEVENS
MASTER NON-EXCLUSIVE ON-CALL PUBLIC WORKS
CONTRACT FOR _____

This INDIVIDUAL TASK ORDER No. _____ is made and entered into on the ____ day of _____, 2027 between the City of Lake Stevens, hereinafter called the "City" and _____ hereinafter called "Contractor"

18. This agreement is made pursuant to and in compliance with the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____, following a Request for Bid awarded on _____, 20____.

WITNESSETH THAT:

19. WHEREAS, the parties hereto have previously entered into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____, following a Request for Bid awarded on _____, 20____; and

WHEREAS, both parties desire to implement a _____ service work project pursuant to the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ dated _____, 20____ (Contract), shall remain in full force and effect, and the INDIVIDUAL TASK ORDER IS AS FOLLOWS:

1. The Scope of Services for this INDIVIDUAL TASK ORDER FORM NO. ____ is as follows:

(or as set forth in attached Exhibit 1)

Performance of the services shall be subject to the terms and conditions of the Contract.

2. INDIVIDUAL TASK APPROVAL ORDER FORM No. _____ Project completion date is _____, 20____.

3. Additional specifications and requirements may be attached to this form (see attached Exhibit 2) and are incorporated into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____.

4. Pursuant to Contract Paragraph 5. Payment for Project.

The Contractor agrees to perform the services and provide the material described above for the amount not to exceed \$ _____, unless modified by the City in a signed written subsequent INDIVIDUAL TASK ORDER APPROVAL FORM. In no event shall the INDIVIDUAL TASK ORDER FORM project sum exceed \$35,000.

Work shall be in accordance with the bid price in Contractor's Bid Proposal incorporated by herein by this reference and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

5. The Total Amount payable to the Contractor under the Contract is summarized as follows:

Original City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for Electrician Services dated _____, 20____, Authorized Amount not to exceed per the duration of the Contract: **\$75,000.00**

INDIVIDUAL TASK APPROVAL ORDER FORM No. _____ \$ _____

(List other INDIVIDUAL TASK APPROVAL ORDER FORM No__ as they are implemented.)

Grand Total of INDIVIDUAL TASK APPROVAL ORDER FORMS: \$ _____

Balance Remaining under City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for _____ Services dated _____, 20____: \$ _____

IN WITNESS WHEREOF, the parties hereto have executed this INDIVIDUAL TASK APPROVAL ORDER FORM as of the day and year first above written.

CITY OF LAKE STEVENS

CONTRACTOR COMPANY NAME

By: _____
Mayor

By: _____

Printed Name/Title

ATTEST/AUTHENTICATED:

City Clerk

PERFORMANCE and PAYMENT BOND

Bond to the City of Lake Stevens

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **City of Lake Stevens** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of _____.

Dated at _____, Washington, this ____ day of _____, 20____.

The conditions of the above obligation are such that:

WHEREAS, the City of _____ has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered _____, and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of _____ harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of _____, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this ____ day of _____, 20____.

By _____

Title

Surety Address

Surety Contact and Phone Number

By _____

Title

Agent Address

Agent Contact and Phone Number

RETAINAGE INVESTMENT OPTION CITY OF LAKE STEVENS

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Lake Stevens (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Lake Stevens will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF LAKE STEVENS:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

ATTACHMENT H: CONTRACTOR'S DECLARATION OF OPTION FOR RETAINED PERCENTAGE

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature) Date

Title: _____

ATTACHMENT H: CONTRACTOR'S DECLARATION OF OPTION FOR RETAINED PERCENTAGE

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT

TO: _____
Bank or Trust Company

Branch

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Lake Stevens, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

ATTACHMENT H: CONTRACTOR'S DECLARATION OF OPTION FOR RETAINED PERCENTAGE

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

ATTACHMENT H: CONTRACTOR'S DECLARATION OF OPTION FOR RETAINED PERCENTAGE

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

BY: _____
Signature and Title

Address

City State Zip

ATTESTED BY:

City Finance Director

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

CITY OF LAKE STEVENS

City

BY: _____
Authorized Signature and Title

Address

City State Zip

CITY COUNCIL STAFF REPORT



Agenda Date: 9/20/2022

Subject: Lake Stevens Food Bank Funding Agreement - Revised Request

Contact Person/Department: Barb Stevens, Finance

Budget Impact: \$450,000 additional expenditure from Pandemic Recovery Funds

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Review and take action on the request for additional funding made by the Lake Stevens Community Food Bank in the amount of \$450,000, bringing the 2022 grant agreement total amount to \$950,000.

SUMMARY/BACKGROUND:

On September 13, 2022, the City Council approved the Lake Stevens Community Food Bank funding agreement for an amount not to exceed \$500,000 from Pandemic Recovery Funds. At the same meeting, the president of the Food Bank, Sophina Nunez, presented their current cost projections and funding sources and asked the City Council to consider increasing the approved contribution amount by an additional \$450,000 for a total of \$950,000. The City Council requested the item be brought back for discussion and possible action at the next meeting.

Since the agreement has not yet been finalized, the City Council may revise the amount without the need for an amendment. A revised version of the agreement has been included in the packet increasing the not to exceed amount to \$950,000. No other edits were made to the agreement.

The city of Lake Stevens has worked in partnership with the Lake Stevens Food Bank for many years. A brief chronology of that partnership is attached for Council review.

Additional attachments will include:

- 2019 Real Estate Purchase and Sale Agreement - The City authorized the sale of real property below market value to be conveyed to the Food Bank and in consideration of retaining space for community social services or other public purposes.
- Amendment of Covenant - June 2022 - Extended the allowable timeframe for construction of the building and full operation to 2024

The Food Bank has provided an updated floor plan with the Community Social Service location identified, and documentation of the Phase 1 (site preparation) costs and funding reimbursements from grantors for Council consideration. The information provided to the Council via email on September 13th is also attached.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Lake Stevens Food Bank Funding Agreement - Revised Request
2. Memo - City Support of Lake Stevens Food Bank
3. 2019 Real Estate Purchase & Sale Agreement - Kaintz for Food Bank
4. Lake Stevens Food Bank Amendment of Covenant - June 2022
5. FB Floor Plan - w/Community Social Services Location Identified
6. FB Letter to City - Phase 1 Commerce Grant Information
7. FB New Building Cost - Phase 1 - All Dates.html
8. Commerce - Capital Request S1942 1st Draw Info
9. Commerce - Capital Request S18100 Info
10. Food Bank Presentation to Council 9-13

RECIPIENT: Lake Stevens Food Bank
CONTACT PERSON: Sophina Nunez, President
ADDRESS: PO Box 1031
Lake Stevens, WA 98258
FEDERAL TAX ID / EIN NUMBER: 91-1215080
TELEPHONE: (425) 478-9416

CITY DEPARTMENT: Barb Stevens, Finance
TELEPHONE NUMBER: (425) 622-9410
PROJECT: Construction of new building
AMOUNT: ~~\$500,000.00~~ \$950,000.00
FUNDING SOURCE: **General Fund**

CONTRACT DURATION: **August 22, 2022, through life of the constructed building.**

AGREEMENT FOR FUNDING BETWEEN
CITY OF LAKE STEVENS
AND
LAKE STEVENS COMMUNITY FOOD BANK

THIS AGREEMENT (the “Agreement”) is made by and between CITYTHE CITY OF LAKE STEVENS, a political subdivision of the State of Washington (the “City”), and **Lake Stevens Community Food Bank Association**, a Washington nonprofit corporation (the “Recipient”).

WHEREAS, the City sold the real property upon which the project set forth in **Schedule A** hereto is to be constructed to Tim Kaintz at a discounted purchase price on condition the property be donated to the Recipient for use by the Recipient, its assigns and all successors in interest for the operations of a Food bank; and on further condition that a building for the operations of the Food Bank consistent with the project described in **Schedule A** be constructed and operating no later than 24 months from the date of conveyance of the Property to the Food Bank; and further conditioned on the Food Bank building provide approximately 1734 square feet of space for the City’s exclusive use; and

WHEREAS, Tim Kaintz conveyed the Property to the Recipient by Quit claim Deed dated April 25, 2019 (Auditor’s #201904260503) subject to the Recipient granting to the City certain covenants running with the property on April 30, 2019 (Auditor’s #201904300802) providing among other things for the conditions of sale from the City to Tim Kaintz; and

WHEREAS, the City and the Recipient agreed to the Amendment of said covenants for the allowance of the Food Bank building to be constructed and operating no later than April 26, 2024 allowing additional time for the Recipient to raise the funding necessary for the project described in Schedule; and

WHEREAS, the City has available funds for the making of a grant to the Recipient for partial funding of the project described in **Schedule A** and such funding is in the public interest and will benefit of the citizens in and around the City of Lake Stevens and will help facilitate the funding necessary for the project described in **Schedule A**;

NOW, THEREFORE,

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Project. The purpose of this Agreement is to provide grant funds on a reimbursement basis to the Recipient for the purpose of undertaking the project set forth in **Schedule A** (the “Project”), attached hereto and by this reference made a part hereof.

In consideration for the grant funds, Recipient promises that any work reimbursed by funds provided under this Agreement 1) be performed in accordance with generally accepted practices prevailing in the Western Washington region in the occupation or industry in which the work is performed and 2) be performed in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment funded by this Agreement shall be of good quality.

In consideration for the grant funds, the Recipient shall prepare and present reports and other information as the City may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective when authorized and executed by both parties (the “Effective Date”) and shall terminate at the end of life of the building constructed (or replacement building if damaged) consistent with the City’s occupancy of the building space per the recorded covenant and lease agreement between the City and the Recipient. (the “Expiration Date”),

3. Eligible Expenses; Reports.

a. Eligible Expenses. The City will reimburse Recipient for eligible expenses as and when set forth in **Section 3b** of this Agreement.

b. Invoices. The Recipient shall submit to the City a properly executed invoice for eligible expenses to be reimbursed under this Agreement, solely for those expenses set forth in **Schedule A** of the Agreement. Each invoice shall indicate the eligible expenses for reimbursement during the corresponding quarterly period(s), shall be in sufficient detail and with sufficient documentation to support the amount requested and must be accompanied by a Project Status Report, which describes in narrative form, the progress made on the Project since the last invoice was submitted. Subject to **Section 9** of this Agreement, the City will pay the invoice within thirty (30) calendar days of receipt.

c. Reports. In consideration of the grant funds provided under this Agreement and by no later than the dates indicated, the Recipient shall deliver quarterly reports and a close out report to the City summarizing the expenses funded pursuant to this Agreement. Each report shall include:

- A narrative description of the construction of the building including pictures of the progress.
- Number of individuals assisted, and type of assistance received during the report period.
- Details of programs initiated or expanded because of this new building.
- Amount of food distributed during the report period.

Reports are due as follows:

- April 15: Quarterly report for the period January 1 - March 31
- July 15: Quarterly report for the period April 1 – June 30
- October 15: Quarterly report for the period July 1 – September 30
- January 15: Quarterly report for the period October 1 – December 31
- Within thirty (30 days) the date when the facility constructed with grant funds is made usable to the public as a food bank: Close out report.

When the due date for a report falls on a non-business day, the report shall be due to the City by the close of the next business day. For the purposes of this section, “delivery” shall mean either physical delivery to the City by the due date, receipt by the City in electronic format by the due date or a postmark showing the report was mailed to the City by no later than the due date.

If physically delivered or mailed, reports shall be sent to:

Matthew Heist
PO Box 257
Lake Stevens, WA 98258

If transmitted by email, reports shall be sent to:

Matthew Heist
mheist@lakestevenswa.gov

The City may, by notice given to the Recipient hereunder, designate any further or different addresses to which subsequent reports shall be delivered.

d. Contract Maximum. Total reimbursable eligible expenses under this Agreement shall not exceed ~~\$500,000.00~~ \$950,000.00.

e. Duplication of Billed Costs. The Recipient shall not seek reimbursement from the City under this Agreement, and the City shall not pay the Recipient, for otherwise eligible expenses if the Recipient is entitled to payment or has been or will be paid for said expense by any other source, including grants.

f. Disallowed Costs. The Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

4. No Employment Or Agency Relationship. This Agreement neither constitutes nor creates an agency or employer-employee relationship. The parties agree that the Recipient is not entitled to any benefits or rights enjoyed by employees of the City. The Recipient specifically has the right to direct and control Recipient’s own activities set out in this Agreement. Nothing in this Agreement shall be construed to render the parties’ partners or joint venturers.

The Recipient, for any activities funded by this Agreement, shall furnish, employ and have exclusive control of all persons to be engaged in performing activities funded by this Agreement (the “Recipient personnel”), and shall provide adequate and proper supervision. Such Recipient personnel shall for all purposes be solely the employees or agents of the Recipient and shall not be deemed to be employees or agents of the City for any purposes whatsoever. With respect to Recipient personnel, the Recipient shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Recipient personnel when

required by law.

The Recipient shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). Recipient agrees to indemnify, defend and hold the City harmless from any and all claims, valid or otherwise, made to the City because of these obligations.

Recipient assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, City, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Recipient and as to all duties, activities, and requirements by the Recipient under this Agreement. The Recipient shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Capacity. The Recipient, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project set forth in **Schedule A**.

6. Certification of Funds. The release of City funds under this Agreement is contingent upon the Recipient certifying that it has expended or has access to funds from non-City sources as set forth in **Schedule B** (Certification of the Availability of Funds to Complete the Project), hereof. Such non-City sources may consist of a combination of any of the following:

- a. Eligible Project expenditures prior to the execution of this Agreement.
- b. Cash dedicated to the Project.
- c. Funds available through a letter of credit or other binding loan commitment(s).
- d. Pledges from foundations or corporations.
- e. Pledges from individual donors.
- f. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. The City will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-City matching fund credit.
- g. In-kind contributions, subject to the City's approval.

7. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. Contact Persons. The assigned contact person (or project manager) for the City for this Agreement shall be:

Name: **Barb Stevens**
Title: **Finance Director**
Department: **Finance**
Telephone: **(425) 622-9410**

Email: bstevens@lakestevenswa.gov

The assigned contact person (or project manager) for the Recipient for this Agreement shall be:

Name: **Sophina Nunez**

Title: **President**

Telephone: **(425) 478-9416**

Email: **president@lakestevensfoodbank.org**

9. City Review and Approval. City shall review each invoice submitted by Recipient for compliance with eligible expenses set forth in **Schedule A**. If all expenses comply with **Schedule A**, City will approve and reimburse the invoice within 30 days of receipt. If the City determines that an expense is not reimbursable, the City will notify Recipient within 10 days following its determination that the expense is not reimbursable. City may withhold payment of any invoice in the event Recipient fails to submit any required report or fails to perform any other obligation under this Agreement.

Recipient agrees, upon 24 hour notice, to allow the City to perform site visits and to take pictures in relation to reimbursement requests submitted by the Recipient.

10. Use for Recipient-Owned Property. The Recipient understands and agrees that any and all real property or facilities owned by the Recipient that are acquired, constructed, or otherwise improved by the Recipient using City funds under this Agreement shall be held and used by the Recipient for the purpose or purposes stated elsewhere in this Agreement for the life of the building constructed consistent with the recorded covenants referenced above.

In the event the Recipient is found to be out of compliance with this section, the Recipient shall repay to the City general fund the principal amount of the grant, interest at twelve percent (12%) per annum, and an amount representing the prorated, appreciated value of the Property. Repayment shall be made pursuant to **Section 22**.

11. Records and Access; Audit; Ineligible Expenditures. The Recipient shall maintain adequate records to support its invoices. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Recipient. The City or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Recipient that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the City with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Recipient, shall be refunded to the City by the Recipient within thirty (30) days of written request by the City. The Recipient shall use the funds that are the subject of this Agreement only for purposes set forth in this Agreement.

12. Signage, Markers and Publications. If, during the period covered by this Agreement, the Recipient displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The City of Lake Stevens" as a participant.

13. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the City and, if any funds for this Agreement are provided by the State, the State, the Recipient shall indemnify and hold harmless the City and the State, their

officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Recipient. In addition, the Recipient shall assume the defense of the City and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the City and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the City and, if applicable, the State by an employee or former employee of the Recipient or its subcontractors, and the Recipient, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the City and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the City or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Recipient.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense, and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

14. Insurance Requirements. The Recipient shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Recipient, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a claims-made basis. If coverage is approved and purchased on a "claims-made" basis, the Recipient warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this **Section 14**, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Recipient under this

Agreement. The Recipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Recipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Recipient to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Recipient shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement.

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

(v) Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Recipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the City as beneficiary.

B. Subgrantees that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Recipient and the Recipient's fiscal agent as beneficiary.

C. The Recipient shall provide, at the City's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that the City will be provided thirty (30) days advance written notice of cancellation.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Recipient in connection with this Agreement. Such coverage shall be primary and

non-contributory insurance as respects the City, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance; "CG 2026 07/04" or its equivalent is required.

(ii) The Recipient's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Recipient's liability to the City and shall be the sole responsibility of the Recipient.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A: VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+: VII. Any exception must be approved by the City.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the City.

If at any time any of the foregoing policies fail to meet minimum requirements, the Recipient shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Recipient shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Recipient as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

f. Local Governments that Participate in a Self-Insurance Program. With prior approval from the City, the Recipient may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from the City, the Recipient shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Recipient's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The City need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Recipient shall provide annually to the City a summary of coverages and a letter of self-insurance, evidencing continued coverage under Recipient's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

15. City Non-Discrimination. It is the policy of the City to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, City facilities and services, and City contracts.

16. Federal Non-discrimination. Recipient shall ensure that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to the services, benefits, or facilities funded by this Agreement.

Recipient shall ensure that no funds provided under this Agreement are used for inherently religious activities or for a religious purpose.

17. Prevailing Wage. Recipient shall cause compliance with Washington State Prevailing Wage laws for the project. For work financed under this Agreement, Recipient shall pay their laborers and mechanics at wage rates not less than those prevailing on similar construction in the locality in accordance with 39.12 RCW pertaining to payment of state prevailing wages on public works projects. For work financed under this Agreement, Recipient shall require all contractors and subcontractors to comply with RCW 49.28.060 and 49.28.065. Recipient shall file and ensure that any subcontractor file with Department of Labor and Industries a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid. Compliance with this section is material to this Agreement, any breach of this Section is cause for City termination under **Section 21.**

18. Compliance with Other Laws. The Recipient shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

19. Compliance with Grant Terms and Conditions. The Recipient shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds this Agreement.

20. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Non-Waiver of Breach; Termination.

a. The failure of the City to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement,

in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Recipient breaches any of its obligations hereunder and fails to cure the same within fifteen (15) business days of written notice to do so by the City, the City may terminate this Agreement prior to the Expiration Date, in which case the City shall have the right to recover all amounts previously paid by the City pursuant to **Section 3**.

c. The City may terminate this Agreement prior to its Expiration Date upon fifteen (15) business days' written notice to the Recipient for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with **Sections 3** and **9** hereof for the invoices submitted under this Agreement prior to receipt of the termination notice.

d. Termination by the City hereunder shall not affect the rights of the City as against the Recipient provided under any other section or paragraph herein. The City does not, by exercising its rights under this **Section 21**, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the City may deduct from the final payment due the Recipient (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the City of selecting and compensating another contractor to complete the work of the Agreement.

22. Recapture. In the event that the Recipient fails to comply with state laws, federal laws, and/or the provisions of this Agreement, the City reserves the right to recapture funds in an amount to compensate the City for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the recipient of funds under this recapture provision shall occur within the time period specified by the City. In the alternative, the City may recapture such funds from payments due under this Agreement.

23. Notices. Except as provided for the reporting and invoicing purposes set forth in **Section 3** hereof, all notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City: **City of Lake Stevens**
Attn: City Clerk
PO Box 257
Lake Stevens, WA 98258

If to the Recipient: **Sophina Nunez, President**
PO Box 1031
Lake Stevens, WA 98258

The City or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the City for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public

records then in the custody of the Recipient are needed for the City to respond to a request under the Act, as determined by the City, the Recipient agrees to make them promptly available to the City. If the Recipient considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Recipient shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Recipient and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligations shall be to notify the Recipient (a) of the request and (b) of the date that such information will be released to the requester unless the Recipient obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Recipient fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City has, and by this section assumes, no obligation on behalf of the Recipient to claim any exemption from disclosure under the Act. The City shall not be liable to the Recipient for releasing records not clearly identified by the Recipient as confidential or proprietary. The City shall not be liable to the Recipient for any records that the City releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the City and the Recipient. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the City or the Recipient, as the case

may be, and that upon execution of this Agreement it shall constitute a binding obligation of the City or the Recipient, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute on and the same Agreement.

(Signature page to follow)

CITY:

The City of Lake Stevens

RECIPIENT:

Lake Stevens Community Food Bank
Association

By _____

Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to form only:

City Attorney Date

By _____

Name: _____

Title: _____

Date: _____

Approved as to form only:

Legal Counsel to the Recipient Date

SCHEDULE A Project Description

Recipient shall construct Phase I of the Lake Stevens Food Bank building as approved by the City of Lake Stevens Building Department. Phase I of the Lake Stevens Food Bank building shall be located at 8021 20th St. SE, Lake Stevens, WA (legally described in Schedule C hereto) and shall house food bank distribution for the public; a truck bay and receiving area for food shipments; food storage; and food preparation spaces.

Addressing Community needs: The Lake Stevens food bank provides food to approximately 41,000 low income and disabled people on an annual basis.

Consideration for the public: The construction of the Phase I of the Lake Stevens Food Bank building will increase the Recipient's capacity to provide food by 50%. Phase I of the Lake Stevens Food Bank building will house a market-style food bank, allowing participants to select food items directly, as well as a teaching kitchen to provide nutritional cooking and healthy eating programs. Recipient shall ensure that the facility constructed with grant funds operates as a food bank and that food bank benefits are accessible to residents of City of Lake Stevens.

The Recipient may only receive reimbursement according to the following:

1. The Recipient will be reimbursed by the City for eligible expenses incurred in executing the Project, pursuant to the Agreement, in an amount not to exceed the Grant Maximum of ~~\$500,000.00~~ \$950,000.00.
2. Eligible expenses for which Recipient may request reimbursement:
 - a. Design, engineering, architectural, and planning costs;
 - b. Construction management and observation (from external sources only);
 - c. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;
 - iv. Taxes on Project goods and services;
 - v. Temporary facilities that are necessary as part of the construction project; and
 - vi. Signage and reprographics.
3. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the Recipient seeks reimbursement. Eligible expenses include those expenditures incident and reasonably necessary to the completion of the project.

SCHEDULE B
Certification of the Availability of Funds to Complete the Project

Non-City Funds	Amount	Total
Cash Donations Raised	\$621,253.00	
WSDA Grant For Ref/Freezer	\$48,000.00	
Norcliffe Foundation	\$20,000.00	
Haggen Foundation	\$25,000.00	
Tulalip Tribe	\$2,500.00	
Lake Stevens Rotary	\$15,000.00	
Snohomish County	\$600,000.00	
Total Non-City Funds		\$1,331,753.00
City of Lake Stevens	\$500,000.00 \$950,000.00	
Total City Funds		\$500,000.00 \$950,000.00
Total Non-City and City Sources		\$1,831,753.00

CERTIFICATION PERFORMANCE MEASURE

The Recipient, by its signature, certifies that project funding from sources other than those provided by this Agreement and identified above has been reviewed and approved by the Recipient's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Agreement, as of the date and year written below. The Recipient shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for City's review upon reasonable request.

 RECIPIENT

 TITLE

 DATE

DSCHEDULE C

Property Legal Description

**Real property in the City of Lake Stevens, City of Snohomish, State of Washington,
described as follows:**

Section 23 Township 29 Range 05 Quarter SE EAST EVERETT 5 AC TR DIV A & B
BLK 003 D-02 NEW LOT 1 CITY LK ST BLA REC AFN 201901250167 SURVEY
REC AFN 201901255001 BEING PTN LOTS 2 & 3 SD PLAT

Tax Parcel Numbers: 00431400300202

Situs Address: 8021 20th St. SE Ste. 1010, Lake Stevens, WA 98258

MEMORANDUM



Planning and Community Development / Finance

DATE: September 20, 2022

SUBJECT: **Food Bank Coordination**

The city of Lake Stevens has worked in partnership with the Lake Stevens Food Bank for years. A brief chronology of the partnership follows.

- * The city has provided technical guidance to the Food Bank during its consideration of prior locations.
- * In January 2016, the city and Food Bank entered into a lease agreement allowing the Food Bank to use Eagle Ridge Park.
- * The city helped the Food Bank secure local project funding (\$599,000) from the state legislature in 2018 and 2019 capital budgets. This state funding was used in Phase 1 of the project.
- * In February 2018, the city passed a resolution to surplus the current Food Bank property and noted it was being considered as a potential site for the Food Bank.
- * In February 2019, the city executed a purchase and sale agreement to sell property near 79th Ave SE and 20th Street SE for the future home of the Lake Stevens Food Bank. The city sold the property below market value for the public benefit of having a central location for the Food Bank and in consideration of retaining space for community social services or other public purpose.
- * In April 2019, the city and Foodbank executed a lease agreement that memorialized the partnership between the parties and granted the city use of for office space and shared site amenities (e.g., restroom, kitchen and meeting room) for human services programming and provided an option of first right of refusal to purchase the property.
- * In 2019, the Food Bank began its land use and building entitlement process with the city to construct a new Food Bank. Building plans were modified in 2022.
- * In 2021, the original lease between the city and the Food Bank was terminated to allow the Volunteers of America to fulfill the need for human services programming at this location as the VOA would be a more efficient partner to provide social services. The city retained its other rights identified in the purchase and sales agreement.
- * In 2022, the city worked with the Food Bank to extend its agreements and covenants identified in the 2019 purchase and sales agreement.
- * The city granted \$10,000 to the Food Bank through its CARES funding allocation.
- * In September 2022, the city granted \$500,000 to the Food Bank through its Pandemic Recovery.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is by and between the City of Lake Stevens, a municipal corporation of the State of Washington (“Seller”), and Tim Kaintz, a single man (“Buyer”).

In consideration of the mutual covenants, conditions and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Effective Date.** This Agreement is dated and effective as of the date of approval by the Lake Stevens City Council and the execution of this Agreement by all parties.

2. **Property to be Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property, together with any improvements thereon, legally described in **Exhibit A** attached hereto and incorporated hereon, located at Lake Stevens, Snohomish County, Washington (the “Property”).

3. **Purchase Price.** The purchase price for the Property is One Hundred Thousand Dollars and No/100 (\$100,000.00) (the “Purchase Price”). It is understood and agreed by the Parties that the purchase price is below market value. The restrictions and required covenant set forth in Section 5 of this Agreement are provided as additional consideration to the Seller. The Purchase Price shall be paid to Seller according to the following schedule:

3.1 At closing: \$100,000.00 plus Buyer’s closing costs.

4. **Earnest Money Deposit.** No earnest money deposit is to be paid.

5. **Title to Property.**

5.1 **Conveyance With Covenant.** On the Closing Date, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged standard form Statutory Warranty Deed (the “Deed”). This sale by Seller is specifically being made on the condition that the Buyer within 10 calendar days of closing, donate and convey the Property to the Lake Stevens Community Food Bank Association, a Washington Non-Profit Charity (“Food Bank”), and that all of the Property, except as herein described, be used by the Food Bank, its assigns and all successors in interest solely for the operations of a Food Bank in securing, sorting, storing, and distributing, fresh and non-perishable food to families and other persons in the community that are hungry and/or in need of assistance. This sale is further conditioned on the following:

- A building for the operations of the Food Bank substantially consistent with the drawings attached hereto as Exhibit B (pages B-1 through B-5), incorporated by this reference herein, be constructed and operating no later than 24 months from the date of the conveyance of the Property to the Food Bank.

- The Food Bank building as shown in drawing (B-5 or its replacement should it be rebuilt in event of a fire or other cause for destruction of the building, shall provide for Seller's exclusive use for the life of the building, approximately 1734 square feet plus shared access to teaching kitchen, restrooms and meeting room as shown on attached drawing B-2. The space shall be used for social services functions or other City related purposes at the Seller's discretion. Prior to securing a building permit for the building, Seller and the Food Bank shall enter into a zero-rent lease agreement providing for the City's exclusive use of the built-out office space, and reasonable use of common areas, including restrooms and parking spaces. Negotiations for the lease agreement shall be conducted in good faith by the parties. The lease agreement shall also provide for Seller's maintenance responsibilities for the office space and fair share of utility costs. Any disagreement on a material term shall be resolved by a neutral arbitrator consistent with the provisions of this Section 5.1. The arbitrator shall be jointly selected by the City and the Food Bank.
- In consideration of the adjoining commercial property owner's financial contribution to the purchase price to be paid to the Seller:
 - For the life of Food Bank building the nine parking stalls indicated in the attached drawing (B-1) are reserved for business on the adjacent commercial property for business purposes.
 - All remaining parking on the Property after hours of Food Bank operations and City of Lake Stevens operations, shall be available for adjacent business purposes on a "first come, first served" basis during all days of the week, generally between the hours of 6:00 p.m. – 12:00 a.m.
 - The Food Bank shall connect its permanent storm water conveyance system to the City Storm water detention facility. The Food Bank shall pay for the cost of the conveyance system. The City shall pay for the cost of the storm water detention system.

These restrictions on use are an essential condition of the agreement to sell on the terms set forth in this agreement, and, in the event that any of these restrictions are breached, the Seller shall serve notice of the alleged breach upon the owner of the Property, by hand delivery or by certified (return receipt) mail. The owner of the Property shall have thirty (30) days in which to cure the alleged breach. In the event the owner of the Property fails to timely cure the breach, title to the property shall automatically revert for no consideration to Seller and/or its successors in interest. Buyer agrees that the title conveyed to Buyer by Seller shall be subject to a covenant running with the land and included in the Deed stating the title restrictions of this Section 5.1.

5.2 Title Commitment. Within seven (7) calendar days following the Buyer's approval of this Agreement on February 19, 2019, Seller, at its expense, shall furnish to Buyer a preliminary title insurance commitment (the "Commitment") covering the Property, issued by Chicago Title and Escrow Company (the "Title Company"), together with copies of all recorded

documents listed as special exceptions therein. Buyer shall have twenty (20) calendar days after receipt of the Title Report and exceptions within which to notify Seller in writing of Buyer's disapproval of any exceptions shown in the Title Report; provided, however, Buyer shall not be required to object to any monetary liens or encumbrances. Subject to any monetary liens or encumbrances created by Buyer, Seller shall cause any such monetary liens or encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the twenty (20) calendar-day period shall be deemed an approval of the exceptions shown in the Title Report. As to any exceptions to title placed of record or first identified after issuance of the Title Report or revealed by any supplemental report, there shall be a thirty (30) calendar day period after Buyer's receipt of the supplemental Title Report for Buyer to review and approve such exceptions on the same basis as provided above and the closing date shall be extended by such review period to accommodate such review.

5.3 **Right to Cure Title Defects.** If Buyer disapproves a title exception within the time period provided in Section 5.2, Seller shall have seven (7) calendar days following receipt of Buyer's objection to give Buyer written notice specifying which objectionable title exceptions, if any, Seller shall use commercially reasonable efforts to attempt to remove from title on or before the Closing. If Seller gives Buyer such notice, but Seller is unable, despite Seller's commercially reasonable efforts, to remove any such objectionable title defect on or before the Closing, Buyer may elect to either (i) terminate this Agreement, in which event all further rights and obligations of the parties shall cease; or (ii) waive Buyer's previous title objection and to proceed with the purchase of and take the Property subject to such exception, without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement. If Seller either: (i) gives Buyer timely notice that Seller has elected not to attempt to remove all of the objected to title exceptions; or (ii) fails to give notice timely to Buyer, Buyer shall have seven (7) calendar days after Buyer's receipt of Seller's notice or the expiration of the seven (7) calendar day time period, as applicable, to notify Seller in writing of Buyer's election to (a) proceed with the purchase of and take the Property subject to such previously disapproved exceptions without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement; or (b) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer and the parties thereafter shall be relieved of any further rights and obligations under this Agreement. If Buyer shall fail to notify Seller timely of its election to proceed under clause (a) above, Buyer shall be deemed to have elected to terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement, and each party shall bear its own costs incurred under this Agreement.

5.4 **Title Policy.** The parties shall, at Seller's sole expense, cause Title Company to issue to Buyer at Closing a standard form coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price (the "Title Policy"). At Buyer's option and expense, Buyer may require that the title insurance policy to be issued to Buyer at Closing be an ALTA extended coverage owner's policy.

6. **Contingency and Permit Periods.**

6.1 **Buyer's Contingency Period.** Buyer shall have Sixty (60) calendar days from the Effective Date (the "Contingency Period") to satisfy itself concerning the condition of soils; the trees, the suitability and condition of the Property; public support for the purchase and

the feasibility of developing the Property for Buyer's intended use; and in addition, to satisfy all legal requirements affecting Buyer's purchase of the Property, including any necessary public hearings, comprehensive plan and code amendment. Buyer shall diligently and continuously work to resolve and satisfy itself with respect to the foregoing matters. If Buyer determines (in its sole and complete discretion) that it is not satisfied with such matters, Buyer may, at any time on or before 5 p.m. (Pacific Time) on the last day of the Contingency Period, rescind this Agreement by giving written notice to Seller. In the event of such rescission, this Agreement thereafter shall be null and void and neither party shall have any obligation to the other. If Buyer does not notify Seller that it is rescinding this Agreement within the time period specified above, then the foregoing conditions shall be deemed waived. During the contingency period, Buyer may enter upon the property for purposes of inspection and testing. Buyer shall reimburse Seller for any damages it causes to the property during any inspection or testing and shall hold Seller harmless from any injuries to Buyer's officials, employees, consultant's or other representatives performing the testing or inspection, incurred on the property during such inspection or testing.

7. **Brokers and Commissions.** There are no Brokers and Commissions involved in this transaction.

8. **Closing.**

8.1 **Closing Date.** This purchase and sale will be closed at the Title Company's Everett, WA. office. The closing ("Closing") will occur no later than March 29, 2019. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer (which date shall then become the "Closing Date"), the escrow agent shall immediately terminate the escrow and return all documents to the party that deposited them.

8.2 **Real Property Prorations.** All revenues and expenses of the Property, including but not limited to, real property taxes, special assessments, rents, water, sewer and utility charges, and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the Closing Date. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) days after the Closing Date and either party owing the other party a sum of money based on subsequent prorations(s) shall promptly pay said sum to the other party. If payment is not made within ten (10) days after delivery of a bill therefore, the owing party shall pay interest on such amounts at the rate of eight percent (8%) per annum from the Closing Date to the date of payment.

8.3 **Seller's Escrow Deposits.** On or before the Closing Date, Seller shall deposit into escrow the following:

8.3.1 the duly executed and acknowledged Deed;

8.3.2 a duly executed and completed Real Estate Excise Tax Affidavit;

8.3.3 a duly executed non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; and

8.3.4 all documents and/or funds required to remove all monetary liens, encumbrances or assessments and to pay Seller's closing costs described in Section 8.6.1.

8.4 **Buyer's Escrow Deposits.** On or before the Closing Date, Buyer shall deposit into escrow the following:

8.4.1 cash in the full amount of the purchase price per Section 3.1, together with the Buyer's closing costs described in Section 8.6.2;

8.4.2 a duly executed and completed Real Estate Excise Tax Affidavit.

8.5 **Additional Instruments and Documents.** Seller and Buyer shall each deposit into escrow any other instruments and documents that are reasonably required by the escrow agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

8.6 **Closing Costs.**

8.6.1 **Seller's Costs.** At Closing, Seller shall pay (a) the premium for the title policy; (b) the real estate excise taxes applicable to the sale, if any; (c) one-half (1/2) of Title Company's escrow fee; and (d) one-half of the cost of recording the Deed.

8.6.2 **Buyer's Costs.** At Closing, Buyer shall pay (a) one-half (1/2) of the cost of recording the Deed; (b) one-half (1/2) of the Title Company's escrow fee; and (c) the premiums for any title policy endorsements or extended coverage requested by Buyer.

8.7 **Possession.** Buyer shall be entitled to possession upon Closing.

8.8 **Condition Precedent to Buyer's Obligations.** Buyer's obligation to close the purchase of the Property in accordance with the terms of this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Buyer. If the foregoing condition is not satisfied, Buyer shall have the right, at its sole election, either to waive the condition and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.1 of this Agreement.

8.8.1 **Performance by Seller.** Seller shall have timely performed all obligations required by this Agreement to be performed by it. If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.1 of this Agreement.

8.8.2 **Representations and Warranties.** All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement. If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.1 of this Agreement.

8.9 **Condition Precedent to Seller's Obligations.** Seller's obligation to sell the Property at Closing under this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Seller. If the foregoing conditions are not satisfied, Seller shall have the right, at its sole election, to the remedy set forth in Section 11.2 of this Agreement.

8.9.1 **Performance by Buyer.** Buyer shall have timely performed all obligations required by this Agreement to be performed by it.

9. **Representations and Warranties.**

9.1 **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the following facts are true as of the parties' mutual execution of this Agreement and as of the Closing Date:

9.1.1 **No Litigation.** Except as disclosed in writing by Seller to Buyer, there is no pending or threatened litigation or administrative action with respect to the Property or to the Seller's interest in the Property.

9.1.2 **Authority of Seller.** This Agreement is a valid and binding obligation of the Seller, enforceable against Seller in accordance with its terms. No authorizations or approvals, whether of organizational bodies, governmental bodies, or otherwise, will be necessary in order for Seller to enter into this Agreement and to perform Seller's obligations as set forth herein. The consummation of the transactions contemplated hereunder will not conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Seller or to the Property.

9.1.3 **Non-foreign Status/At-Source Withholding.** Seller represents and warrants none of the individuals constituting the "Seller" are a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1954, as amended. Seller shall deliver to Buyer at Closing a Certificate of Non-foreign Status setting forth Seller's address and certifying that it is not a foreign person as so defined.

9.1.4 **Other Agreements.** There are no other contracts or agreements in force or effect for the sale of, or a right of first refusal or option for, all or any portion of the Property, and Seller agrees: (a) not to enter into any such contracts or agreements between the date hereof and Closing and (b) to use its best efforts to terminate any such contracts that come to its attention between the date hereof and Closing. There are no contracts or other agreements affecting the Property that will not be terminated at or prior to Closing.

9.1.5 **Encumbrances.** Seller's execution, delivery and fulfillment of its obligations under this Agreement shall not result in any default or violation of any agreement by which Seller is bound or which will result in any lien, charge or encumbrance on the Property.

9.1.6 **Existing Leases.** There are no existing leases on the Property.

9.1.7 **Environmental.** Seller has not generated, stored, released or disposed of any substance or material on the Property, the generation, storage or disposal of which is regulated under the Comprehensive Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Model Toxics Control Act (Chapter 70.105D RCW), or any comparable law, regulation, ordinance or order of any governmental body, except in compliance with such laws, regulations, ordinance or orders. Seller has obtained (and is in compliance with) all permits, licenses and other authorizations that are required under all federal, state and local environmental requirements customarily known to and followed by owners and operators of land similar to the Property and located in the area in which the Property is located, including any such laws, regulations or ordinances relating to emissions, discharges, releases or threatened releases of materials into the environment or otherwise relating to the use, treatment, storage, disposal, transport or handling of such materials. Neither Seller, nor to the best of Seller's knowledge, any prior owner, occupant or user of the Property has received any notice or other communications concerning any alleged violation of any environmental requirements. To the best of Seller's knowledge, there is not constructed, placed, deposited, stored, disposed of or located on the Property (i) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (ii) any underground storage tanks. Any breach of this warranty prior to the Closing Date shall entitle the Buyer to terminate this Agreement. Upon such termination, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

9.1.8 **As-Is.** On closing, subject to the above paragraph, Buyer accepts the property in its "As-Is" condition. All understandings and agreements heretofore made between the parties hereto are merged in this Contract which fully and completely expresses the parties' agreement and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied in this Contract.

9.1.9 **Completeness of Statements.** To the best of Seller's knowledge, no representation or warranty by Seller in this Agreement or in any written material furnished by Seller to Buyer pursuant to or in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make any statement herein or therein not misleading.

9.2 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that the following facts are true as of the date of the parties' mutual execution of this Agreement and as of the Closing Date:

9.2.1 **Pending Actions.** To Buyer's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, or proceeding pending against Buyer, which if adversely determined, could materially interfere with Buyer's consummation of the transactions contemplated by this Agreement.

9.2.2 **Authority of Buyer.** This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. No

authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order for Buyer to enter into this Agreement and to perform its obligations as set forth herein. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer or to the Property.

10. **Maintenance of Property Pending Closing.** At all times before the Closing, Seller shall manage and operate the Property in a manner consistent with Seller's past practices. Seller agrees: (a) to maintain all usual and necessary business records pertaining to the Property, consistent with Seller's past practices; (b) to maintain the Property in its current condition and state of repair (normal wear and tear and casualty loss excepted); and (c) to maintain its existing property and casualty insurance on the Property. Should the Seller apply for a permit to remove, trim or maintain trees on the subject property prior to closing, and the permit is approved by the City, Buyer agrees not to require replacement of such trees or planting of new trees per the current City regulations.

11. **Default.**

11.1 **By Seller.** If there is an event of default under this Agreement by Seller, including, without limitation, the failure by Seller to satisfy any condition precedent pursuant to Sections 8.8, Buyer will be entitled (a) to seek specific performance of Seller's obligations under this Agreement; or (b) to terminate this Agreement by written notice to Seller and Escrow Agent; and (c) if Buyer elects either option (a) or (b), as hereinbefore set forth, Buyer may obtain payment from Seller of all damages incurred by Buyer as a result of such default. If Buyer terminates this Agreement pursuant to this Section 11.1 the escrow will be terminated, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement other than that Seller shall pay (i) to Buyer those costs and expenses which Buyer notifies Seller that Buyer has incurred in connection with this Agreement; (ii) all damages incurred by Buyer; and (iii) any costs of terminating the escrow and any cancellation fee for the Commitment.

11.2 **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the escrow will be terminated, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement other than that Buyer shall pay (i) to Seller those costs and expenses which Seller notifies Buyer that Seller has incurred in connection with this Agreement; (ii) all damages incurred by Seller; and (iii) any costs of terminating the escrow and any cancellation fee for the Commitment.

12. **Miscellaneous.**

12.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns. No assignment of this Agreement by Buyer shall operate to relieve Buyer from any of its liabilities under this Agreement.

12.2 **Notices.** Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by first class, certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Seller, to: City of Lake Stevens :
 Attn: City Administrator
 Lake Stevens City Hall
 1812 Main Street
 PO Box 257
 Lake Stevens, WA 98258-0257
 Office: 425-377-3230

If to Buyer, to: Tim Kaintz
 PO Box 610
 Lake Stevens, WA 98258
 425-359-4487

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) business day after deposit with the courier service, and if mailed, three (3) business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as transmission is verified; provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

12.3 **Authority.** The parties each represent and warrant that the persons signing below have the requisite authority to bind them.

12.4 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

12.5 **Governing Law; Venue.** This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in Snohomish County Superior Court.

12.6 **Entire Agreement.** This Agreement and the exhibit hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

12.7 **Attorneys' Fees.** In the event either party hereto finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding

shall be paid all costs and reasonable attorneys' fees by the other party and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees shall be included in any such judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

12.8 **Time of the Essence.** Time is of the essence of this Agreement.

12.9 **Waiver.** Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

12.10 **Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

12.11 **Tax Effect.** No party has made or is making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. No party shall be liable for or in any way responsible to any other party because of any tax effect resulting from the transactions provided for in this Agreement.

12.12 **Representation.** It is agreed and acknowledged that the firm of Ogden Murphy Wallace P.L.L.C. represented only the Seller in the drafting of this Agreement, and Buyer acknowledges that it is entitled to seek separate legal counsel regarding this Agreement.

12.13 **Survival.** Sections 5.2, 12.1, 12.4, 12.5, 12.7, 12.9, 12.11, 12.12 and 12.13 shall survive the Closing of this Agreement.

12.14 **Counterparts; Scanned or Facsimile Signatures.** This Agreement may be executed in any number of counterparts, and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if the party had signed all other counterparts. Delivery by facsimile or by e-mail of a .PDF of an executed counterpart shall have the same effect as physical delivery of an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the last date set forth below.

SELLER:

CITY OF LAKE STEVENS

By 
John Spencer, Mayor

Date: 2/21/2019

Attest:

By: 
Kathy Pugh, City Clerk

Date: 2/21/2019

Approved as to Form:

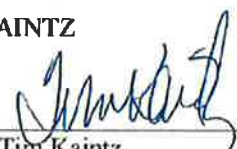
City Attorney

By: 
Greg Rubstello

Date: February 19, 2019

BUYER:

TIM KAINZ

By: 
Tim Kaintz

Date: 2/20/19

EXHIBIT A
LEGAL DESCRIPTION

The Property is situate in Lake Stevens, Snohomish County, State of Washington and legally described as follows:

EAST EVERETT 5 AC TR DIV A & B BLK 003 D-02 - S 150 FT OF E 135 FT OF W 165 FT
OFFDT E1/2 OF LOT 2 & W1/2 LOT 3

Snohomish County Assessor's Parcel Number: 00431400300202

ARCHITECTURAL SITE PLAN

OPTION 4



PARKING

5783 SF GARAGE	31000	1.0
2768 SF RETAIL	150000	3.0
978 SF OFFICE	250000	4.0
1734 SF YARD	150000	2.0
24 PROVIDED - 12 FOR TREESTATION		

BASED ON PRELIMINARY SURVEY

NEW BUILDING FOR:
FOOD BANK
 8021 20TH ST SE, LAKE STEVENS, WA 98258



308 622 4450
 M. J. NEAL & ASSOCIATES
 1000 1ST AVE SE
 WILKINSON, WA 98097



REVISIONS	BY

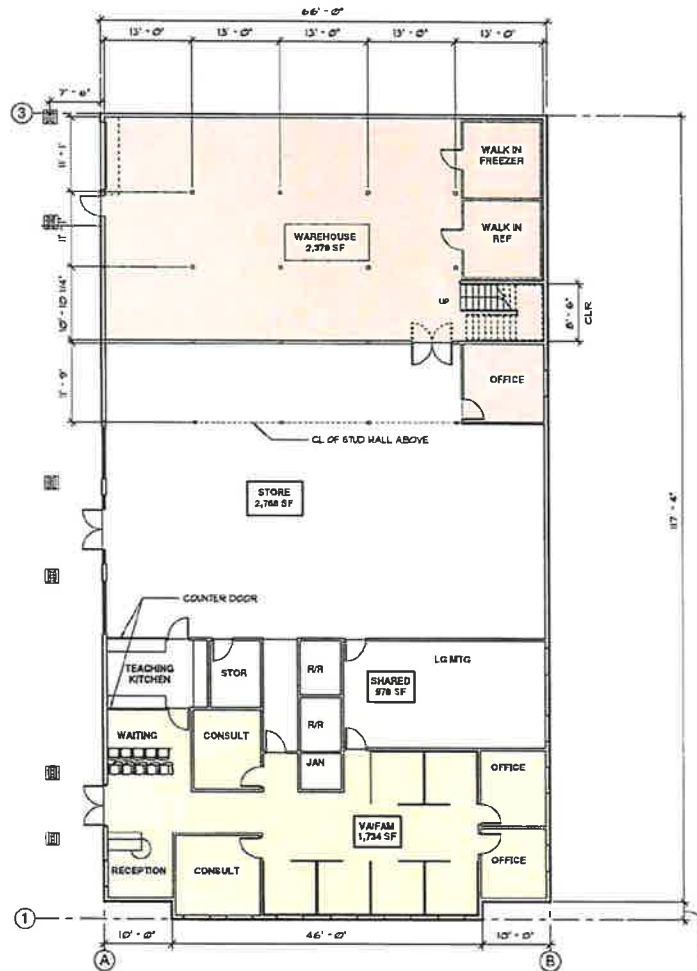
Date:	12/18/18
Scale:	1" = 20' - 0"
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File:	18445
Sheet:	A1.1

B-1

12/16/2018 3:23:07 PM K:\11144953\11449531\114455 Food Bank Lake Stevens-3D.rvt

WALL LEGEND

--- HALLS TO BE REMOVED
--- NEW WALLS
--- HALLS TO REMAIN



MAIN FLOOR PLAN



TOTAL FLOOR AREA 7,854 SF
UPPER FLOOR 2,916 SF

KEYNOTE STUDIO
MAIN FLOOR PLAN KEYNOTES

1. NEW HALL FLEX TYPE
2. FILL OPENING WITH WALL AND FINISH TO MATCH ADJACENT CONSTRUCTION
3. NEW DOOR
4. EXISTING DOOR RELOCATED. SEE DOOR NUMBER ON RELOCATING PLAN FOR INDICATED DOOR
5. NEW CARPET THIS ROOM
6. PATCH HALL WHERE EXISTING WALL REMOVED

REVISIONS	BY
-----------	----

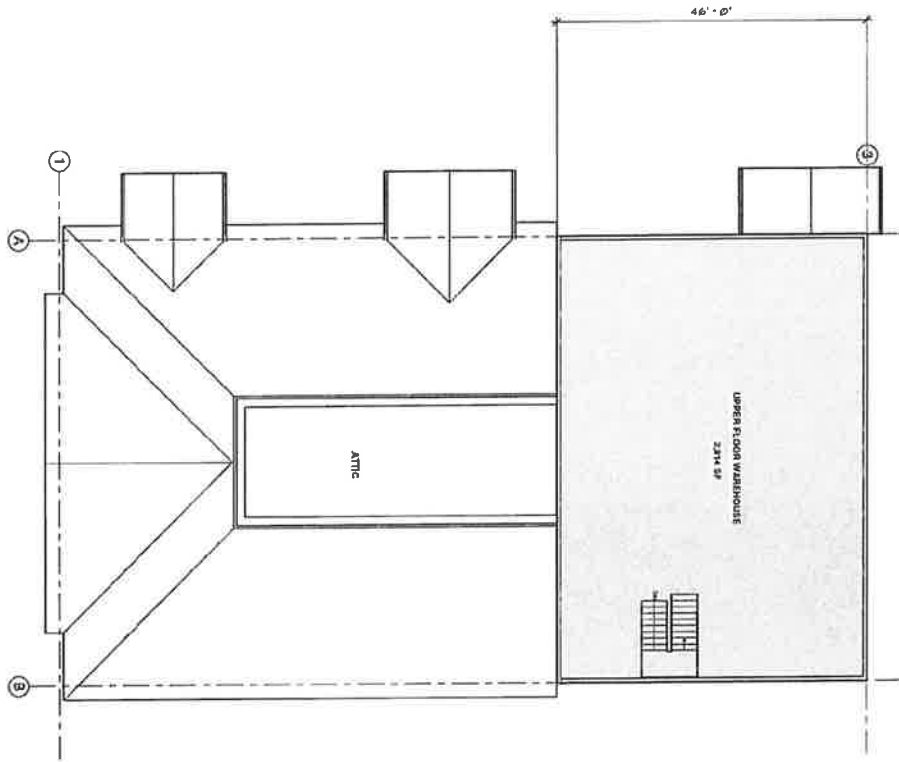
MJ NEAL
ARCHITECTS
500.833.6455
MUNYAL@23PTELATA.COM
478 S. KENNELAUX
P.O. BOX 1011
SEVASTOPOL, WA 98258
© Copyright 2018

PRELIMINARY

NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

Date:	2/18/2018
Scale Factor:	1
Drawn:	HE
File:	10445
Sheet	A2.2

B.2



SECOND FLR



B-3

Date:	2/24/19
Scale:	1/8" = 1'-0"
Drawn:	JE
Rev:	10-4-15
Sheet:	A2.3

NEW BUILDING FOR:
FOOD BANK
 8021 20TH ST SE, LAKE STEVENS, WA 98258

PRELIMINARY

3030 9TH AVE SE
 WAUNUKANALAN, WA 98148
 WWW.MJNEAL.COM
 KENNY, WA 98148
 ©Copyright 2018

MJNEAL
 ARCHITECTS





A3.1

B-4



M. (M)1546320 2020041118445 Food Desk Laba Diarrhea-36.pdf

12/18/2018 2:33:49 PM



3D View 2



3D View 1

FOOD BANK

• Project # 18465 •

2018-12-18



B-5

When Recorded Return To:

City of Lake Stevens
Attention: City Clerk.
1812 Main Street
Lake Stevens, Washington 98258

AMENDMENT OF COVENANT

Reference Number(s)
of Related Documents:

201904300802

Grantor (Last, First, M.I.):

LAKE STEVENS COMMUNITY FOOD BANK ASSOCIATION

Grantee (Last, First, M.I.):

CITY OF LAKE STEVENS

Legal Description (abbreviated):

LOT 1 BLA #201901255001 BEING PTN LT 2 & 3, BLK 3, EAST
EVERETT FIVE ACRE TRACTS

Assessor's Tax

Account Number:

0041314-003-002-02

Additional Legal found on:

Exhibit A - page

Consideration:

No monetary consideration. Correction of covenant for mutual
benefit of parties by providing a cure of the breach of covenant.

Covenant Amendment:

For the above-mentioned consideration, the Grantor, Lake Stevens
Community Food Bank Association, a Washington non-profit
corporation (herein called "Food Bank"), and the City of Lake
Stevens, a municipal corporation of the State of Washington (herein
called "City") agree to the amendment of the following covenant in
that certain Declaration of Covenant dated the 29th day of April 2019

{GAR2618421.DOCX;1/13140.000002/}

Amendment of Covenant

1 of 6

bearing Snohomish County Recording Number 201904300802, recorded on 04/30/2019, reading as follows:

- 1 A building for the operations of the Lake Stevens Community Food Bank Association substantially consistent with the drawings attached hereto as Exhibit B (pages B-1 through B-5), incorporated by this reference herein, is to be constructed and operating no later than 24 months from April 26, 2019

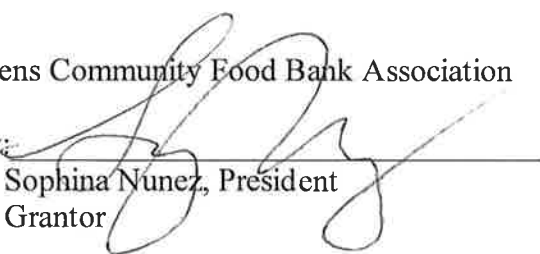
The aforestated covenant shall be amended to read as follows:

- 1 A building for the operations of the Lake Stevens Community Food Bank Association substantially consistent with the drawings attached hereto as Exhibit B (pages B-1 through B-5), incorporated by this reference herein, is to be constructed and operating no later than April 26, 2024, PROVIDED, HOWEVER, the Lake Stevens Food Bank Association shall exercise due diligence in pursuing necessary financing and completion of construction and acceptance of the building from the contractor as close to the Construction Schedule/Timeline set forth in Exhibit B hereto as is reasonably possible.

In all other respects the Declaration of Covenant shall remain the same.

Dated this 17 day of June, 2022.

Lake Stevens Community Food Bank Association

By: 
Sophina Nunez, President
Grantor

COUNTY OF SNOHOMISH)

EXHIBIT A

Legal Description

LOT 1 OF CITY OF LAKE STEVENS BOUNDARY LINE ADJUSTMENT DELINEATED ON SURVEY RECORDED UNDER AUDITORS FILE NUMBER 2019011255001, AND DESCRIBED IN AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITORS FILE NUMBER 201901250167 RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF THE EAST HALF OF LOT 2 AND THE WEST HALF OF LOT 3, BLOCK 3, EAST EVERETT FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 36, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT B

CONSTRUCTION TIMELINE



NEW BUILDING FOR: FOOD BANK 8021 20TH ST SE, LAKE STEVENS, WA 98258

ABBREVIATIONS

∠	ANGLE	CONN	CONNECTION	FTG	FOOTING	N	NORTH	SHT	SHEET
CL	CENTERLINE	CONST	CONSTRUCTION	FUR	FURRING	NIC	NOT IN CONTRACT	SHWR	SHOWER
#	DIAMETER OR ROUND	CONTR	CONTRACTOR	FUT	FUTURE	NOM	NOMINAL	SIM	SIMILAR
□	SQUARE	CONT	CONTINUOUS	GA	GAUGE	NTS	NOT TO SCALE	SPEC	SPECIFICATION
(E)	EXISTING	CT	CERAMIC TILE	GALV	GALVANIZED	OA	OVERALL	SQ	SQUARE
PL	PROPERTY LINE			GB	GRAB BAR	OC	ON CENTER	STD	STANDARD
AB	ANCHOR BOLT	DTL	DETAIL	GL	GLASS (GLAZING)	OD	OUTSIDE DIA / OVERFLOW DRAIN	STL	STEEL
ACC	ACCESSIBLE	DF	DRINKING FOUNTAIN	GND	GROUND	OFCI	OWNER FURNISH	STOR	STORAGE
AD	AREA DRAIN	DIA	DIAMETER	GWB	GYPSON WALLBOARD	OFOI	OWNER INSTALL	SUSP	SUSPENDED
ADJ	ADJUSTABLE	DIM	DIMENSION			OPNG	OPENING	SYM	SYMMETRICAL
AGGR	AGGREGATE	DISP	DISPENSER	HB	HOSE BIBB	OPP	OPPOSITE	T	TREAD
AL	ALUMINUM	DN	DOWN	HC	HANDICAPPED			TB	TOWEL BAR
ALT	ALTERNATE	DR	DOOR	HC	HOLLOW CORE	FNL	PANEL	TC	TOP OF CURB
APPROX	APPROXIMATE	DS	DOWNSPOUT	HDW	HARDWARE	PC	PRECAST	TEL	TELEPHONE
ARCH	ARCHITECTURAL	DWG	DRAWING	HDWD	HARDWOOD	PCP	PRECAST CONCRETE PANEL	T&G	TONGUE & GROOVE
AT	ACOUSTICAL TILE	DWR	DRAWER	HGT	HEIGHT	PIP	POURED IN PLACE CONCRETE	THK	THICK
				HM	HOLLOW METAL	PL	PLATE / PROPERTY LINE	TV	TELEVISION
BD	BOARD	E	EAST	HORIZ	HORIZONTAL	PLM	PLASTER	TYP	TYPICAL
BLDG	BUILDING	EA	EACH	ID	INSIDE DIAMETER	PLAS	PLASTIC LAMINATE	UNO	UNLESS NOTED OTHERWISE
BLKG	BLOCKING	EJ	EXPANSION JOINT	INSUL	INSULATION	PLYWD	PLYWOOD	UNFIN	UNFINISHED
BM	BEAM	ELECT	ELECTRICAL	INT	INTERIOR	PR	PAIR	UR	URINAL
BOT	BOTTOM	ELEV	ELEVATION	JAN	JANITOR	R	RISER	VCT	VINYL COMPOSITION TILE
BL	BUILDING LINE	EQ	EQUAL	JT	JOINT	RD	ROOF DRAIN	VERT	VERTICAL
		EQPT	EQUIPMENT			REF	REFERENCE	VEST	VESTIBULE
C	CONDUIT	EXIST	EXISTING	LAM	LAMINATE	REFR	REFRIGERATOR	W	WEST
CAB	CABINET	EXP	EXPANSION	LAV	LAVATORY	REINF	REINFORCED	W/	WITH
CB	CATCH BASIN	EXPO	EXPOSED	LT	LIGHT	REQ'D	REQUIRED	WC	WATER CLOSET
CI	CURB INLET	EXT	EXTERIOR	MAS	MASONRY	RESIL	RESILIENT	WD	WOOD
CJ	CONST. JOINT	FACP	FIRE ANNUNCIATOR	MATL	MATERIAL	RM	ROOM	WH	WATER HEATER
CL	CENTERLINE	FD	FLOOR DRAIN	MB	MACHINE BOLT	RO	ROUGH OPENING	W/O	WITHOUT
CLG	CEILING	FE	FIRE EXTINGUISHER	MAX	MAXIMUM	RWL	RAIN WATER LEADER	WP	WATERPROOF
CLR	CLEAR	FIN	FINISH	MFG	MECHANICAL	S	SOUTH	WR	WATER RESISTANT
CMU	CONCRETE MASONRY UNIT	FLASH	FLASHING	MH	MANHOLE	SC	SOLID CORE	WT	WEIGHT
		FLR	FLOOR	MIN	MINIMUM	SCHED	SCHEDULE	WWF	WELDED WIRE FABRIC
COL	COLUMN	FLUOR	FLUORESCENT	MISC	MISCELLANEOUS	SD	SOAP DISPENSER		
CONC	CONCRETE	FND	FOUNDATION	MTD	MOUNTED	SECT	SECTION		
		FOC	FACE OF CONST	MTL	METAL				
		FOF	FACE OF FINISH						
		FOS	FACE OF STUDS						
		FT	FOOT OR FEET						

GENERAL NOTES

- WORK IS TO CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES. DISCREPANCIES BETWEEN DRAWINGS AND CODES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- DO NOT SCALE DRAWINGS. DIMENSIONAL DATA SHALL BE OBTAINED FROM WRITTEN INFORMATION ONLY. VERIFY ALL DIMENSIONS BEFORE PROCEEDING.
- VERIFY EXISTING SITE CONDITIONS BEFORE PROCEEDING WITH WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN DRAWINGS AND EXISTING CONDITIONS.
- LOCATE AND PRESERVE EXISTING SURVEY MARKERS.
- LOCATE AND PRESERVE ANY EXISTING UTILITIES PRESENT AND SCHEDULE TO REMAIN UNCHANGED.
- EXTERIOR DIMENSIONS ARE TO FACE OF CONCRETE OR FACE OF PLYWOOD UNLESS OTHERWISE NOTED.
- INTERIOR DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
- ANY DIMENSIONAL DEVIATIONS AFFECTING THE INTENT OR INCORPORATION OF OTHER ELEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- REFER TO FOUNDATION AND FRAMING PLANS FOR REFERENCE TO STRUCTURAL DETAILING.
- SUBCONTRACTORS AND FABRICATORS TO SUBMIT SHOP DRAWINGS AND PRODUCT DATA FOR MATERIALS AND ASSEMBLIES AS INDICATED IN SPECIFICATIONS. DRAWINGS TO SHOW SIZES MATERIALS CONNECTION DETAILS TO ADJACENT MATERIALS. INDICATE ALL REQUIRED BACKING AND BLOCKING.
- REFER TO STRUCTURAL NOTES FOR DESIGN LOADS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED SAFETY PRECAUTIONS AND THE METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES REQUIRED TO PERFORM HIS WORK.
- CONTRACTOR-INITIATED CHANGES SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION OR CONSTRUCTION. CHANGES SHOWN ON SHOP DRAWINGS ONLY WILL NOT SATISFY THIS REQUIREMENT.
- DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO REVIEW AND APPROVAL BY THE ARCHITECT.

PROJECT DATA

PROJECT LOCATION: 8021 20TH ST SE
LAKE STEVENS, WA 98258

PROJECT DESCRIPTION: COMMUNITY FOODBANK WITH HEALTH SERVICES, STORAGE SPACE AND RETAIL PORTION.

GOVERNING AGENCIES

CITY OF LAKE STEVENS
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT (425) 377-3235

APPLICABLE CODES:
2015 INTERNATIONAL BUILDING CODE AND STATEWIDE AMENDMENTS
2009 ICC-ANSI A117.1 ACCESSIBILITY CODE
2015 WASHINGTON STATE NONRESIDENTIAL ENERGY CODE
2015 INTERNATIONAL FIRE CODE
2015 INTERNATIONAL MECHANICAL CODE
2015 UNIFORM PLUMBING CODE
2015 NATIONAL ELECTRIC CODE

DEFERED SUBMITTALS

MECHANICAL
ELECTRICAL

SHEET INDEX

ARCHITECTURAL

- A0.1 COVER SHEET
- A0.3 CODE FLOOR PLAN
- A0.4 WALL TYPES
- A1.1 SITE PLAN
- A1.2 SITE DETAILS
- A1.3 PHOTOMETRIC SITE PLAN
- A2.2 MAIN FLOOR PLAN
- A2.3 SECOND FLOOR PLAN
- A2.4 ROOF PLAN
- A2.5 SCHEDULES
- A2.6 SCHEDULES
- A3.1 ELEVATIONS
- A3.2 SECTIONS
- A4.1 ENLARGED PLANS
- A5.1 INTERIOR ELEVATIONS
- A6.1 MAIN REFLECTED CEILING PLAN
- A6.2 SECOND REFLECTED CEILING PLAN
- A8.1 DETAILS
- A8.2 DETAILS
- A8.3 DETAILS

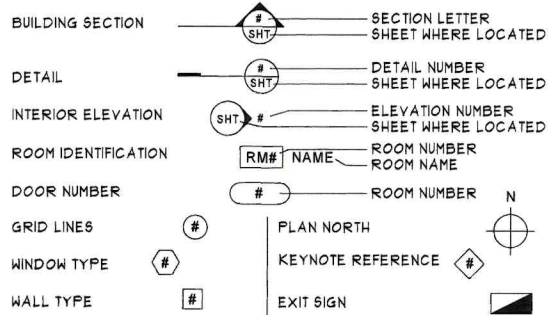
STRUCTURAL

- S1.0 STRUCTURAL NOTES
- S1.1 FOUNDATION PLAN
- S1.3 SECOND FLOOR FRAMING
- S1.4 ROOF FRAMING PLAN
- S2.0 STRUCTURAL DETAILS
- S3.0 STRUCTURAL DETAILS

ELECTRICAL

- E1.1 MAIN FLOOR ELECTRICAL PLAN
- E1.2 MAIN FLOOR LIGHTING PLAN

PLAN SYMBOL LEGEND



PROJECT TEAM

OWNER: LAKE STEVENS COMMUNITY
FOOD BANK ASSN.
PO BOX 1031
LAKE STEVENS, WA 98258
ANNIE ANDERSON
360-224-5301
director@lakesevensfoodbank.org

STRUCTURAL: STRUCTURAL DESIGN ASSOCIATES
3006 RUCKER AVE.
EVERETT, WA 98201-3932
425/339-0293
CHRIS COVINGTON
ADMIN@SDAEVERETT.COM

ARCHITECT: MJ NEAL ASSOCIATES,
PO BOX 1945
WENATCHEE, WA 98801
(509) 663-6455
MARK NEAL
m.j.neal@jneal.com

CONTRACTOR: TBD

REVISIONS		BY
1	Re-design	HE



509.663.6455
MJNEAL@MJNEAL.COM
WWW.MJNEAL.COM
P.O. BOX 1945
WENATCHEE, WA 98807

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NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

Date:	2019-04-17
Scale Factor:	1
Drawn:	HE
File:	18465

Sheet
A0.1

CODE INFORMATION

ALLOWABLE AREA

CONSTRUCTION TYPE:	5B
TOTAL FLOOR AREA:	10,856 SF
OCCUPANCY TYPE:	B
OCCUPANCY SEPARATIONS:	N/A
OCCUPANCY AREAS:	B - 27,000 SF
BASE ALLOWABLE AREA:	27,000 SF
BASE ALLOWABLE HEIGHT:	3 STORIES
SPRINKLED:	FULLY SPRINKLED
FRONTAGE INCREASE:	IF $\geq (1 - 0.25) 23.22/30 = 0.58$
ALLOWABLE AREA CALCULATION:	$A_a = (27,000 \times (9,000 \times 0.58)) \times 2 = 64,440$ SF
OCCUPANT LOAD:	MAIN FLOOR - 7,867 GROSS AREA/100 OLF = 79 OCCUPANTS UPPER FLOOR - 2,989 GROSS AREA/100 OLF = 30 OCCUPANTS

FIRE AND SMOKE PROTECTION REQUIREMENTS

BUILDING ELEMENT RESISTANCE	RATING (HRS)
PRIMARY STRUCTURAL FRAME:	0
BEARING WALLS EXTERIOR:	0 (BASED ON IBC TABLE 602)
BEARING WALLS INTERIOR:	0
NONBEARING WALLS EXTERIOR:	0 (BASED ON IBC TABLE 602)
NONBEARING WALLS INTERIOR:	0
ROOF CONSTRUCTION:	0

EXIT ACCESS RATINGS	
CORRIDORS:	0
VERTICAL ENCLOSURES:	N/A

EGRESS TRAVEL DISTANCES	
COMMON PATH OF EGRESS TRAVEL:	75' MAX (75' PROVIDED)
EXIT ACCESS TRAVEL DISTANCE:	250' MAX (140' PROVIDED)

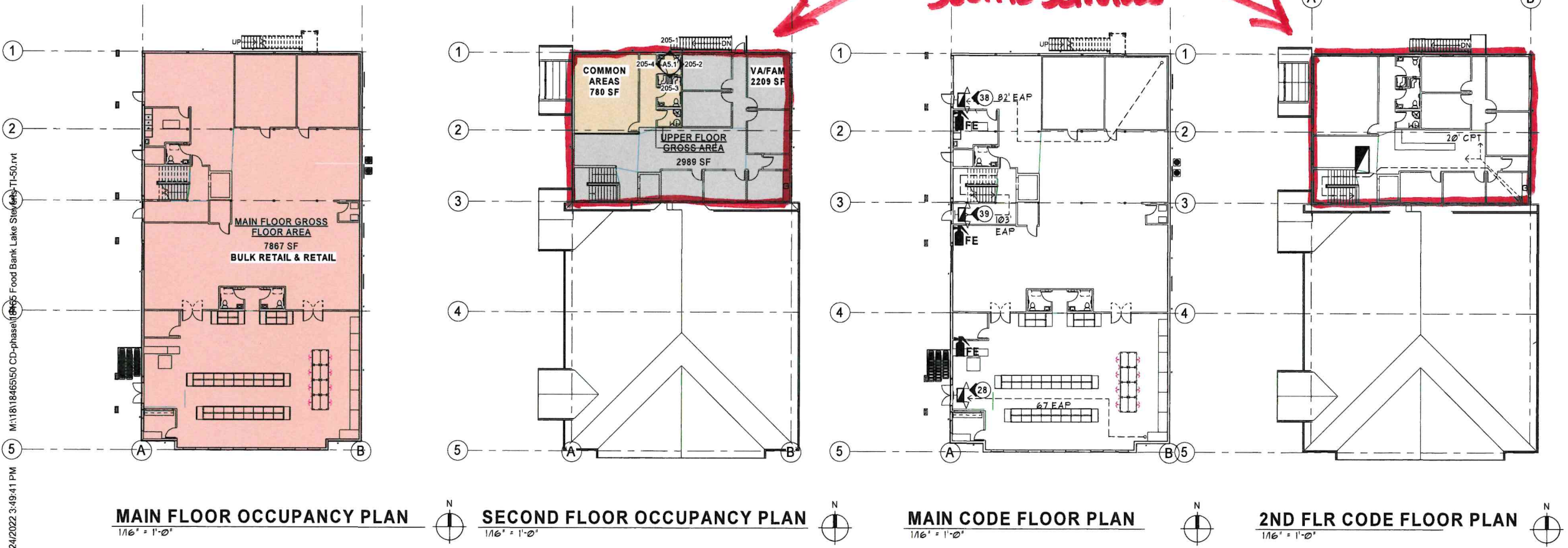
ENERGY CODE NOTES

1. ENVELOPE, LIGHTING, & HVAC SHALL COMPLY WITH 2015 WASHINGTON STATE NON-RESIDENTIAL ENERGY CODE.
2. STOREFRONT GLAZING (METAL FRAMED FENESTRATION) SHALL BE 1" INSULATED UNITS, MAXIMUM 'U' FACTOR OF 0.38 (FIXED) AND 0.40 (OPERABLE), AND SOLAR HEAT GAIN COEFFICIENT OF 0.40 MAX. SHOW LABEL WITH RATED U-FACTOR, SHGC, VT, AND LEAKAGE RATING.
3. OPAQUE DOOR MAXIMUM 'U' FACTOR SHALL BE 0.60.
4. INTERIOR LIGHT ALLOWANCE PER C405.4.2 (1) OR C405.4.2 (2).
5. ELECTRIC RESISTANCE ALONE NOT ALLOWED
6. R AND U VALUES SHALL BE:
WALL INSULATION - R-21 MIN.
ROOF INSULATION - R-49 MIN.
SLAB INSUL - R-10 MIN.
OPAQUE SWINGING DOORS - U-0.37
VERTICAL FENESTRATION METAL FRAME, FIXED - U-VALUE 0.38 MIN. FENESTRATION ENTRANCE DOORS - U-VALUE - 0.60. SHOW LABEL WITH FIRE RATED U-FACTOR, SHGC, VT, AND LEAKAGE RATING.
7. IDENTIFICATION MARK SHALL BE APPLIED TO ALL INSTALLED INSULATION.
8. BUILDING ENVELOPE SHALL BE SEALED AGAINST AIR INFILTRATION WITH CAULKING, GASKETING, & WEATHERSTRIPPING PER 2015 WA STATE C402.5.
9. GLAZING AND DOORS SHALL BE WEATHERSTRIPPED PER 2015 WA STATE C402.4
10. INSULATION SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, TO FULL DENSITIES AND PROPER CLEARANCES.

MECHANICAL SYSTEM TO BE BIDDER DESIGNED AND CODE COMPLIANCE DOCUMENT DEFERRED TO BE SUBMITTED WITH THE MECHANICAL PERMIT APPLICATION

CODE FLOOR PLAN LEGEND

- 101 ROOM NUMBER
- OLF-100 OCC-15 OLF - OCCUPANT LOAD FACTOR PER IBC T1004.1.2 OCC - CALCULATED NUMBER OF OCCUPANTS
- 15 NUMBER IN CIRCLE INDICATES CUMULATIVE NUMBER OF OCCUPANTS AT THIS POINT OF ROUTE
- FE FIRE EXTINGUISHER WALL BRACKET MOUNTED
- FEC FIRE EXTINGUISHER IN CABINET
- LONGEST EXIT ACCESS PATH (EAP)
- LONGEST COMMON PATH OF TRAVEL (CPT)
- 1-HR RATED FIRE WALL



REVISIONS	BY
1 Re-design	HE



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P.O. BOX 1945
WENATCHEE, WA 98807

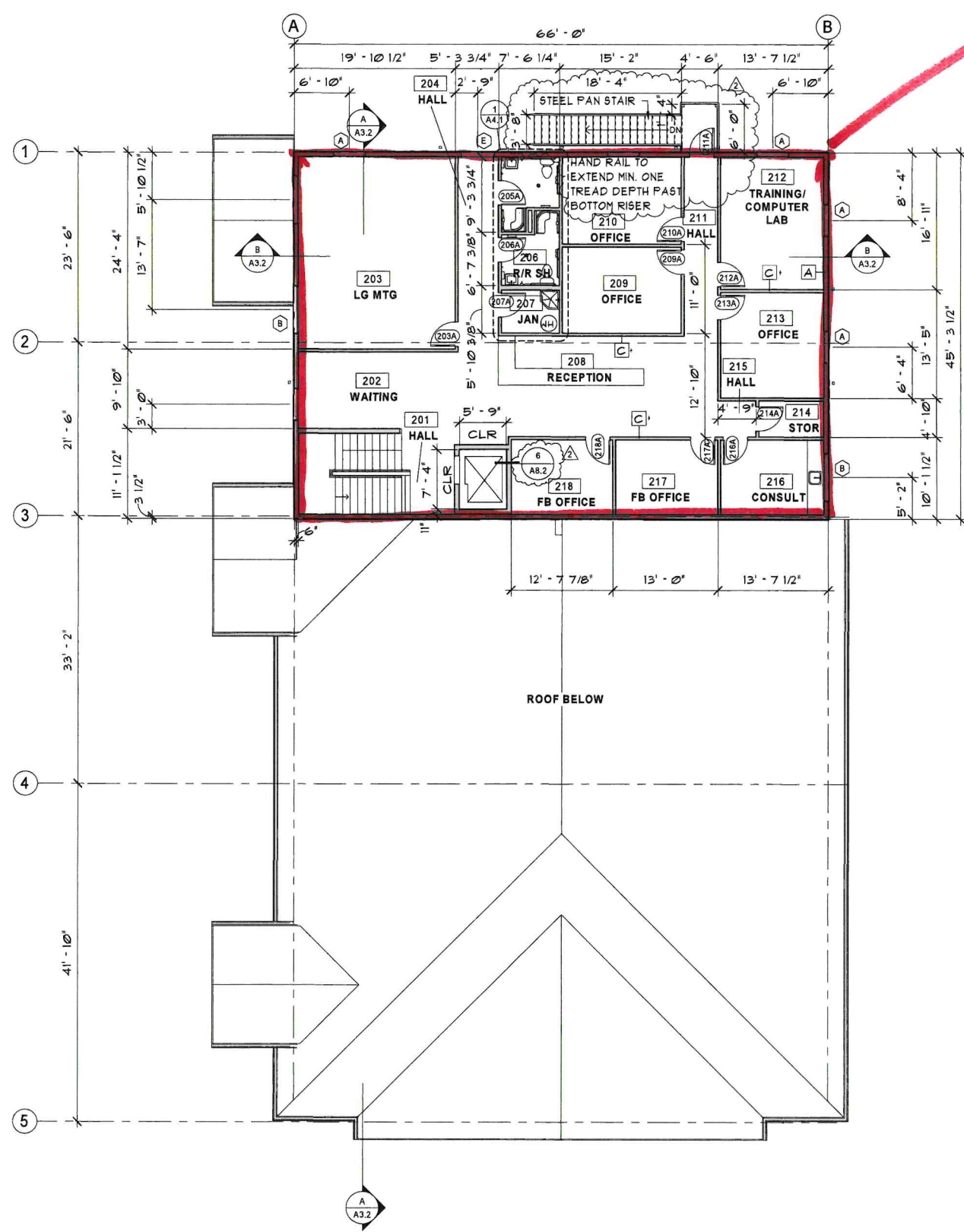
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NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

Date:	2019-04-17
Scale Factor:	1
Drawn:	HE
File:	10465
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8/24/2022 3:51:25 PM M:\18\18465\50 CD-phase\18465 Food Bank Lake Stevens-T150.rvt



COMMUNITY CENTER
SOCIAL SERVICES

SECOND FLR
1/8" = 1'-0"

REVISIONS			BY
1	Re-design	08-11-2022	HE
2	City comments	08-24-2022	HE



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NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

Date:	2019-04-17
Scale Factor:	1
Drawn:	HE
File:	18465

Sheet
A2.3



September 15, 2022

City of Lake Stevens
1812 Main Street
PO BOX 257
Lake Stevens WA 98258

RE: Phase I Commerce Grant Information

Dear Gene Brazel and Barb Stevenson,

Per your request yesterday along with clarification from Patrick, I am attaching the information for what expenses were paid for by the Capital Grants S18100 and S1942.

S18100 in the amount of \$291,000.00 draw was complete on 8/9/2021. The total draw request was for \$291,000.00 I have attached a copy of the A19 form along with the detailed invoices paid for by this grant.

S1942 in the amount of \$199,820. We have taken one draw on this grant in the amount of \$146,331.20. I have attached the details for your review. We will be doing the additional draw on this, this week in the amount of \$53,488.73. This will cover the following payments to Retail Construction in the amount of \$23,769.72 and part of the Quilted paving for \$40,795.98 for the ATB paving.

We are currently finishing out our books for Phase I (Site Plan) for the Civil construction, planning and permitting for this project. I have attached a rough report on the expenses paid for this Phase. This does not include the In-Kind donations and I have not verified there were any other expenses paid toward this Phase. Please let me know if you have any other questions regarding the costs of this project. You already have the Projected Budget for Phase II.

Sincerely,

Sophina Nunez
President
Lake Stevens Community Food Bank
Email: president@lakestevensfoodbank.org
Phone 425-478-9416

Lake Stevens Food Bank - OPS

Account QuickReport

All Dates

Date	Transaction Type	Num	Name	Memo/Description	Amount
CAP CAMPAIGN ASSETS					
New Building Cost - Phase 1					
01/01/2016	Journal Entry			To establish existing asset	34,855.00
01/30/2019	Check	1000	MJ Neal and Associates	Architectural services for new building design	4,536.00
03/08/2019	Check	1001	MJ Neal and Associates	Architect fees, Project # 18465	4,464.00
04/26/2019	Check	1002	Terra Associates, Inc.	Engineering services, Inv. 52815	500.00
05/13/2019	Check	1003	LDC Corporation	Invoice 18780	2,922.30
05/23/2019	Check	1004	City of Lake Stevens	Civil Submittal	2,111.50
05/23/2019	Check	1007	Land Pro Group, Inc.	Blueprints and recording fees	466.05
05/23/2019	Check	1005	City of Lake Stevens	Retaining wall permit	384.07
05/23/2019	Check	1006	MJ Neal and Associates	Design and Construction drawings	10,280.00
05/30/2019	Check	1009	City of Lake Stevens		1,236.00
06/10/2019	Check	1010	Meyer Sign Company		726.12
06/24/2019	Check	1100	City of Lake Stevens	Building permits	490.41
06/30/2019	Journal Entry	CPA Tax Entry		To clear out the account	-34,855.00
07/18/2019	Check	1101	Land Pro Group, Inc.	Bill's blueprint	213.53
07/18/2019	Check	1103	LDC Corporation	Progress billing	12,707.24
08/26/2019	Check	1102	MJ Neal and Associates	Progress billing	750.00
08/26/2019	Check	1104	LDC Corporation	Inv. 19118	908.80
09/09/2019	Check	1105	City of Lake Stevens	Building permits	4,083.20
09/17/2019	Check	1107	Snohomish County PUD	DEA Review fee	1,210.00
09/17/2019	Check	1106	Lake Stevens Sewer Dist.	Deposit for DEA application	2,500.00
09/18/2019	Check	1108	Wetland Resources, Inc.	Invoice 19230-0819	585.00
09/18/2019	Check	1109	Land Pro Group, Inc.	Invoice 20164260	192.34
10/16/2019	Check	1110	Land Pro Group, Inc.		132.98
01/23/2020	Check	1111	Washington State Department of Ecology		395.34
08/25/2020	Check	1112	Washington State Department of Ecology	Check - 1112	780.00
11/12/2020	Check	1113	The Gordon Company	Water line	37,534.09
12/08/2020	Check	1116	Gregco Excavating, LLC	Invoice 24296	11,159.42
04/14/2021	Check	1123	Redtail Construction		43,964.89
04/22/2021	Check		a Huge Production		750.00

06/07/2021	Check	1125	Redtail Construction	94,806.02
06/26/2021	Check	1000	DK Systems Inc.	52,320.00
07/09/2021	Check	1127	Redtail Construction	130,304.07
07/09/2021	Check	1129	Rustic Cork (LGL ID 950712)	2,500.00
07/09/2021	Check	1128	Telisha Packard	323.71
07/09/2021	Check	1130	a Huge Production	750.00
08/09/2021	Check	1132	Hertlein Grant Writing	380.00
08/09/2021	Check	1131	Hertlein Grant Writing	678.50
08/10/2021	Check	1135	Sky Valley Testing LLC	250.00
08/10/2021	Check	1001	Telisha Packard	1,115.34
08/10/2021	Check	1134	Springhill LLC	10,969.76
08/10/2021	Check	1133	Redtail Construction	51,724.08
08/25/2021	Check			200.00
09/14/2021	Check		Alexander Printing Co.	217.74
09/28/2021	Check	1137	Redtail Construction	121,953.32
10/04/2021	Check	1138	Washington State Department of Ecology	780.00
11/19/2021	Check	1140	Sky Valley Testing LLC	250.00
12/02/2021	Check	1002	Alexander Printing Co.	257.48
12/02/2021	Check	1141	Land Pro Group, Inc.	7,486.02
01/07/2022	Check	1144	Sky Valley Testing LLC	250.00
01/07/2022	Check	1145	Sky Valley Testing LLC	250.00
01/07/2022	Check	1143	Sky Valley Testing LLC	250.00
01/07/2022	Check	1142	Sky Valley Testing LLC	250.00
01/14/2022	Check	1146	Sound Publishing	1,500.00
01/27/2022	Check	1147	Alexander Printing Co.	281.09
03/18/2022	Check	1149	Sky Valley Testing LLC	250.00
03/18/2022	Check	1148	Sky Valley Testing LLC	250.00
03/18/2022	Check	1150	Iron Mountain Quarry LLC	2,712.17
03/24/2022	Check	1151	City of Lake Stevens	115.00
04/06/2022	Check	1153	Sky Valley Testing LLC	250.00
04/21/2022	Check	1154	Meyer Sign Company	43.52
05/03/2022	Check	1155	Sky Valley Testing LLC	250.00
05/26/2022	Check	1156	Iron Mountain Quarry LLC	5,597.46
06/01/2022	Check	1157	Dependable Contracting Services	17,083.13
06/10/2022	Check	1158	Sky Valley Testing LLC	250.00
06/13/2022	Check			235.00

06/13/2022	Deposit				-235.00
06/27/2022	Check	1160	Iron Mountain Quarry LLC		1,018.91
06/27/2022	Check	1159	Iron Mountain Quarry LLC		1,016.40
07/06/2022	Check	1163	Dependable Contracting Services		8,041.22
07/06/2022	Check	1162	Quilceda Paving & Constriction, Inc.		40,795.98
07/06/2022	Check	1161	Sky Valley Testing LLC		250.00
07/25/2022	Check	1164	Redtail Construction		23,769.72
08/10/2022	Check	1166	Gregco Excavating, LLC		18,547.00
09/30/2022	Check				4,074.76
Total for New Building Cost - Phase 1					\$797,065.26
Total for CAP CAMPAIGN ASSETS					\$797,065.26
TOTAL					\$797,065.26

Thursday, Sep 15, 2022 11:43:43 AM GMT-7

FORM **A19-1A**

STATE OF WASHINGTON

INVOICE VOUCHER

AGENCY USE ONLY

AGENCY NO.	Location Code	CONTRACT NO. OR GAAUTH. NO.	SHORT CODE
1030		19-96619-042	S1942

Agency Name

Department of Commerce
 11 Plum Street SE
 P.O. Box 42525
 Olympia, WA 98504-2525

ATTN: Chuck Hunter

Vendor or Claimant

Lake Stevens Food Bank
 PO Box 1031
 Lake Stevens, WA 98258
 ATTN: Sophina Nunez

Project: Lake Stevens Food Bank

INSTRUCTIONS TO VENDOR OR CLAIMANT:

Submit this form to claim payment for materials, merchandise or services.
 Show complete detail for each item.

Vendor's Certificate: Claimant's Certification: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise, or services furnished under the subject contract, and that the vendors providing these materials, merchandise, or services have been paid for same. I also certify that all materials, merchandise, and services have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.

(Sign in Ink)

(Title)

(Date)

Budget Line Item	Total Project Budget	Amount This Invoice	State Share This Invoice	Cumulative State Amount Reimbursed *
1 Architecture & Engineering	\$57,068.00			
2 Site Acquisition	\$0.00			
3 Construction	\$607,879.00	143121.27	143121.27	143121.27
4 Construction Management	\$1,005.00			
5 Capitalized Equipment	\$0.00			
Other: Permitting & Utilities	\$50,930.00	3210.00	3210.00	3210.00
7				
8				
9				
Total Amounts:	\$716,882.00			146331.27

TOTAL CONTRACTED AMOUNT:**\$199,820.00**

* Cumulative amount should include this invoice payment. Double check your figures to ensure that you haven't exceeded the contracted amount listed above.

Program Manager Chuck Hunter							PROGRAM APPROVAL					DATE	
DOC INPUT DATE			CURRENT DOC NO.			REFERENCE DOC NO.			VENDOR NUMBER SWV0272642-00			SUFFIX	
ACCOUNT NO.							ASD NUMBER			VENDOR MESSAGE			
TRANS CODE	MOD	MASTER INDEX	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	PROJECT	SUB PROJ	GL ACCT	SUBSID ACCOUNT	AMOUNT	INVOICE NUMBER
		96930250	057	U34	96619	NZ		9693-02					
SIGNATURE OF ACCOUNTING PREPARER FOR PAYMENT													DATE
ACCOUNTING APPROVAL FOR PAYMENT													DATE
													WARRANT TOTAL
													INVOICE DATE

A19 DETAILS FOR: CMS INVOICE ID:

Welcome - Sophina Nunez Logout

334396

\$ 53,488.73




[Contracts](#)
[Review A19's](#)

Your A19 has been saved.

Contract Detail

Enter reimbursement information below for your Commerce contract manager to review. Be sure to attach backup documentation requested by your contract manager. You will also need to enter Expenses over \$1,000 in the Reportable expenses section. Here is a link to the [Online A19 User Manual](#) for external users. This resource helps with setting up a SAW account as well as entering a reimbursement request.

Contract Number	19-96619-042	COM Pgm Rep	Chuck Hunter	Vendor Name	Lake Stevens Community Food Bank
Project Name	Lake Stevens Food Bank	Phone	(360) 764-3312	Vendor Number	SWV0272642-00
COM Program	Local Community Projects	Email	chuck.hunter@commerce.wa.gov	Vendor Message	
UBI Number	600-492-313				

Email Your Contract Manager

Contract Start Date 07/28/2021

Date

Date contract is executed and available for reimbursement

End Date 06/30/2023

Date contract ends and can no longer be reimbursed

A19 Status Dates

Submitted Date 03/18/2022

Program Approved Date

Paid Date

Reject Date

A19 Reimbursement Request

Account

S1942

The Account Number field is for your use. It will be added to your EFT

Service From Date *

11/09/20



Service To Date *

06/07/202



Notes to Commerce

A19 Budget Table

☒ Order By Category Sequence ☐ Order By Activity Sequence

[Print Warrant Budget Matrix](#)

Budget Category	Budget Activity	Current Budget Amt	Expenditure to Date	Request Amount
Contract Total	Contract Total	\$199,820.00	\$0.00	\$146,331.2
Non-Match Total:		\$199,820.00	\$0.00	\$146,331.2

Attachments

Do not include any personal information, as defined in [RCW 19.255.010](#), in your attachments. They may be subject to public disclosure per [RCW 42.56](#). You can delete attachments prior to submitting your A19. Note, after A19 has been submitted to Commerce you will not be able to delete attachments, only edit title, description and type. Contact your Commerce contract manager, link above, if you have any questions.

Choose File

Browse

Attach

View Details	Edit	Delete	Print	Attachment Title	Attachment Desc	Attachment Type
View	Edit		Print	Iron Mountain Quarry		Backup Documentation
View	Edit		Print	Sky Valley Testing Invoices		Backup Documentation
View	Edit		Print	Springhill Invoice		Backup Documentation
View	Edit		Print	Land Pro Invoice		Backup Documentation

Reportable Expenses

[Download Template](#)

Effective on contracts executed on July 1, 2017 and later, The Department of Commerce modified their Contract language and invoicing processes in order to compile data from their Contractors to report on the diversity of Commerce's spending. The NEW reporting requirements are similar to some of the reporting for federal Contracts, and for some state and local government Contracts. A 17-minute video that explains the reporting requirements is available on [Commerce.wa.gov CMS Portal Page](#). The page also includes the Reportable Expenses Template and guidance you may find helpful in understanding and using the system.

☐ All Expenses Under \$1,000

Choose File

Browse

Upload

If entering expenses manually select the plus sign (+) after entering the information to add it to the table. You will be able to enter the expense information and select the plus sign (+) to add the next line to the expenses table.

	Paid By UBI	*Paid by Organization Name	*Paid to Contractor Type	Paid to UBI	*Paid to Organization Name	Paid to Org Type
+						
-	600-492-313	Lake Stevens Comm...	Sub Subcontrac...	601-828-031	Iron Mountain Quarry	For Profit
-	600-492-313	Lake Stevens Comm...	Sub Subcontrac...	602-456-753	Sky Valley Testing	For Profit
-	600-492-313	Lake Stevens Comm...	Sub Subcontrac...	603-040-609	Snohomish County P...	Government
-	600-492-313	Lake Stevens Comm...	Sub Subcontrac...	601-896-042	Spring Hill LLC	For Profit
-	600-492-313	Lake Stevens Comm...	Sub Subcontrac...	603-578-023	Landpro Group	For Profit
-	600-492-313	Lake Stevens Comm...	Sub Subcontrac...	603-578-023	Red Tail Construction	For Profit

Subcontractor Total: \$121,953.32

Sub Subcontractor Total: \$24,377.95

Submit

02/02/2022 on the vendor/Claimant section. The individual signing below certifies under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

* ☒ Check this to certify that the above statement is true.

** Note: If you do not check the box above your A19 will not be submitted to Commerce.

You can only delete this A19 if it has not been submitted to Commerce.

Submit and Print

Print A19

Cancel

Delete

Paid Amount: \$0.00

Submitted By: Sophina Nunez

Submitted 03/18/2022 9:35 PM

Date:

FORM A19-1A

STATE OF WASHINGTON

INVOICE VOUCHER

AGENCY USE ONLY

AGENCY NO.	Location Code	CONTRACT NO. OR GAAUTH. NO.	SHORT CODE
1030		18-96616-100	S18100

Agency Name

Department of Commerce
 1011 Plum Street SE
 P.O. Box 42525
 Olympia, WA 98504-2525

ATTN: Chuck Hunter

Vendor or Claimant

Lake Stevens Food Bank
 PO Box 1031
 Lake Stevens, WA 98258
 ATTN: Sophina Nunez

Project: Lake Stevens Food Bank

INSTRUCTIONS TO VENDOR OR CLAIMANT:

Submit this form to claim payment for materials, merchandise or services.
 Show complete detail for each item.

Vendor's Certificate: Claimant's Certification: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise, or services furnished under the subject contract, and that the vendors providing these materials, merchandise, or services have been paid for same. I also certify that all materials, merchandise, and services have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.

(Sign in ink)

Board of Directors / Bookkeeper 8/19/2021
 (Title) (Date)

Budget Line Item	Total Project Budget	Amount This Invoice	State Share This Invoice	Cumulative State Amount Reimbursed *
1 Architecture & Engineering	\$57,068.00			
2 Site Acquisition	\$0.00			
3 Construction	\$607,879.00	364,488.07	291,000.00	291,000.00
4 Capitalized Equipment	\$0.00			
5 Construction Management	\$1,005.00			
Other: Permits, Utilities	\$50,930.00			
7				
8				
9				
Total Amounts:	\$716,882.00			

TOTAL CONTRACTED AMOUNT:**\$291,000.00**

* Cumulative amount should include this invoice payment. Double check your figures to ensure that you haven't exceeded the contracted amount listed above.

Program Manager Chuck Hunter							PROGRAM APPROVAL					DATE		
DOC INPUT DATE			CURRENT DOC NO.		REFERENCE DOC NO.			VENDOR NUMBER SWV0272642-00			SUFFIX			
ACCOUNT NO.					ASD NUMBER			VENDOR MESSAGE						
TRANS CODE	M O D	MASTER INDEX	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	PROJECT	SUB PROJ	GL ACCT	SUBSID ACCOUNT	AMOUNT	INVOICE NUMBER	
		96900250	057	U26	96616			9690-02						
SIGNATURE OF ACCOUNTING PREPARER FOR PAYMENT												DATE	WARRANT TOTAL	INVOICE DATE
ACCOUNTING APPROVAL FOR PAYMENT												DATE		



A19 Details For: CMS Invoice ID: 334400

*Required Fields
Your A19 is submitted. You can download a PDF copy of your Invoice by Clicking the 'Print A19' button at the bottom.

Project Name	Lake Stevens Food Bank	Commerce Contact	Chuck Hunter
COM Program	Local Community Projects	Contact Phone	(360) 764-3312
Contract #	18-96616-100	Contact Email	chuck.hunter@commerce.wa.gov
The Account # field is for your use. It will be added to your EFT Notification.		Submit Date	8/6/2021
Account #		Program	
*From Date	11/9/2020	Paid Date	
*Thru Date	7/7/2021	Approved Date	
No. to Commerce		Rejected Date	
		Vendor Message	
		Vendor Name	Lake Stevens Community Food Bank
		Vendor #	SWW0272642-00

A19 Reimbursement Request

☒ Order By Category Sequence ☐ Order By Activity Sequence

Budget Category	Budget Activity	Current Budget Amt	Expenditure To Date	Request Amt	Remaining Bal	Budget %
Contract Total	Contract Total	\$291,000.00	\$0.00	\$291,000.00	\$0.00	0%
Total:		\$291,000.00	\$0.00	\$291,000.00	\$0.00	

Attachments

No file chosen

Do not include any personal information, as defined in [RCW 19.255.010](#), in your attachments. They may be subject to public disclosure per [RCW 42.56](#). Contact the Commerce contact above if you have any questions.

Delete	Edit	View	Attachment Title	Attachment Desc	Attached By
			Springhill		Sophina Nunez
			Gregco Excavating LLC		Sophina Nunez
			The Gordon Company		Sophina Nunez
			Redtail Construction		Sophina Nunez
			Project Status Report		Sophina Nunez
			Ground Breaking of Project		Sophina Nunez
			25% of Proiect PM		Sophina Nunez

Expenses over \$1,000

[Download Template](#)

All Expenses under \$1,000

Select file No file chosen

Paid By UBI	*Paid by Organization Name	*Paid to Contractor Type	Paid to UBI	*Paid to Organization Name	Paid to Org Type	Expense Type	*Amount
600-492-31	Lake Stevens Comm	Subcontr: ▼	603-578-02	Red Tail Construction	For Profi ▼	Construction ▼	\$269,074.98
600-492-31	Lake Stevens Comm	Sub Subc ▼	601-430-14	The Gordon Compan	For Profi ▼	Construction ▼	\$37,534.09
600-492-31	lake Stevens Commu	Sub Subc ▼	601-896-04	Springhill LLC, Inc	For Profi ▼	Construction ▼	\$46,719.58
600-492-31	Lake Stevens Comm	Sub Subc ▼	602-576-72	Gregco Excavatin LL	For Profi ▼	Construction ▼	\$11,159.42
Total:							\$364,488.07

Subcontractor Total: \$269,074.98**Sub Subcontractor Total: \$95,413.09**

** The Contract Expense spreadsheet was Last Uploaded FROM Copy of ReportableExpenseTemplate (2).xlsx @ Aug 6 2021 10:05AM BY lscfbapyrll@gmail.com. There were 4 rows in total and 0 rows with errors. 4 contract expenses have been uploaded.

Submit

Vendor's Certificate: The individual signing this voucher below warrants they have the authority to do so as authorized and on behalf of the entity identified in the Vendor/Claimant section. The individual signing below certifies under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that

☐ Check this to certify that the above statment is true.

** Note: If you do not check the box above your A19 will not be submitted to Commerce.

Paid Amount
 Submitted By
 Submitted Date

Lake Stevens Community Food Bank

Building Budget Breakdown

Capital For Vertical Build	
Cash Donations	\$707,951
City of Lake Stevens	\$500,000
Snohomish County	\$600,000
Committed Funds	\$65,000
Received Grants	\$96,500
Additional Request from City of Lake Stevens	\$450,000
Additional Request from Snohomish County	\$250,000
Gift Plan (see attached)	\$400,000
Total Funds (exluding pending)	\$1,969,451
Total Funds (including pending)	\$3,069,451
Vertical Costs	
Construction Management/Temp Facilities/Dump Fees/Reprographics & Admin	\$213,032
Site Improvements/Divisions/Concrete	\$292,909
Structural/Finishes	\$1,300,000
Electrical/Mechanical/Specialties	\$693,954
OH&P/Fees/Insurance/Tax	\$227,202
Elevator	\$198,294
Contingencies	\$50,000
Total Cost for Vertical Build	3,075,392
Amount Remaining to Raise	\$5,940

Lake Stevens Community Food Bank

Funding Plan

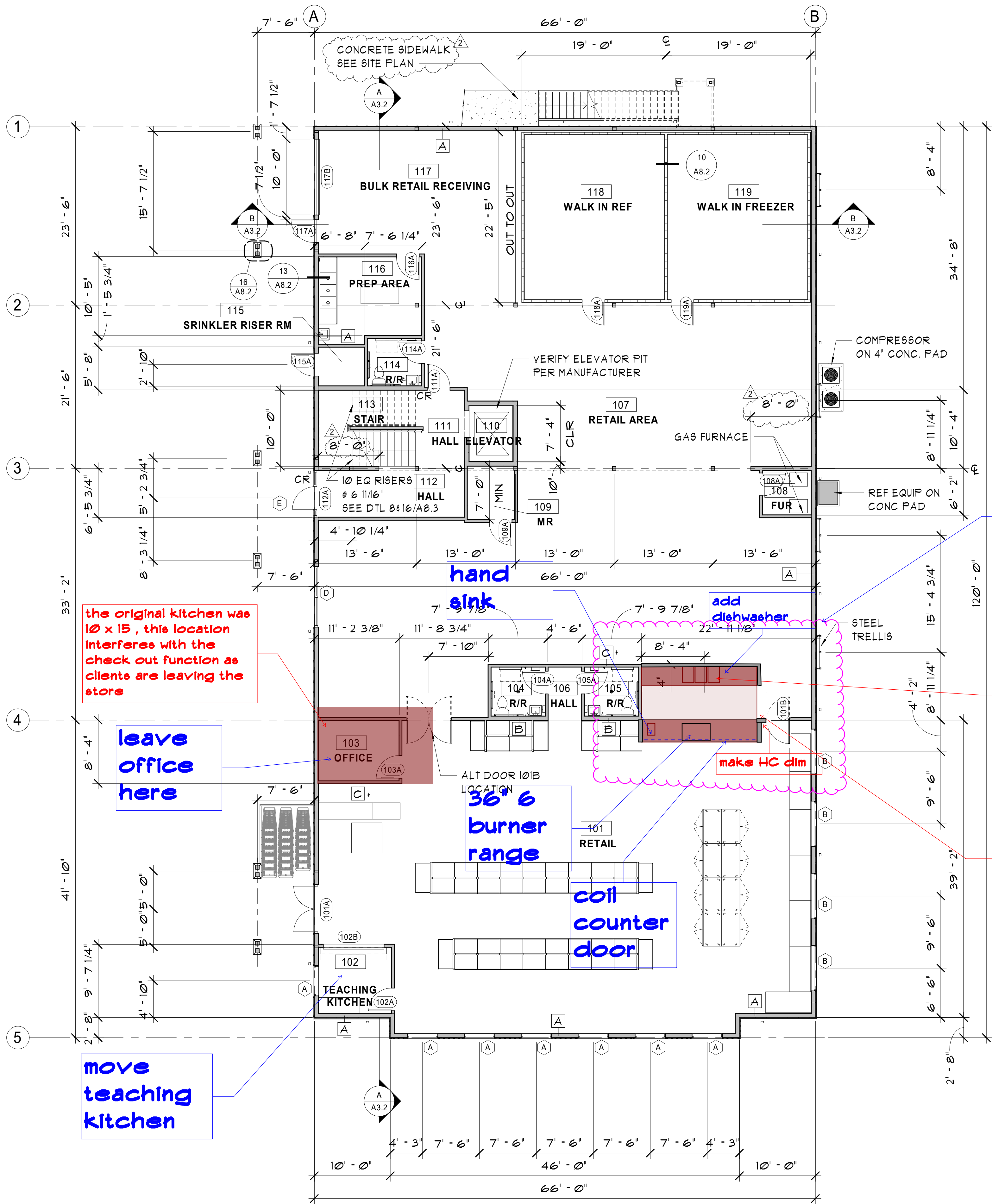
Gift Amount	# of Gifts	# of prospects	Total	Cumulative Total
\$50,000	1	3	\$50,000	\$50,000
\$25,000	4	12	\$100,000	\$150,000
\$10,000	10	18	\$100,000	\$250,000
\$5,000	15	33	\$75,000	\$325,000
\$2,500	20	45	\$40,000	\$365,000
\$1,000	20	65	\$20,000	\$385,000
\$500	30	100	\$15,000	\$400,000

WALL LEGEND

--- WALLS TO BE REMOVED

— NEW WALLS

— WALLS TO REMAIN



MAIN FLOOR PLAN

1/8" = 1'-0"



TOTAL MAIN FLOOR AREA 7,867 SF
UPPER FLOOR 2,989 SF

REVISIONS		BY
1	Re-design	08-11-2022 HE
2	City comments	08-24-2022 HE



509.663.6455
MJNEAL@MJNEALIA.COM
WWW.MJNEALIA.COM
P.O. BOX 1945
WENATCHEE, WA 98807

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NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

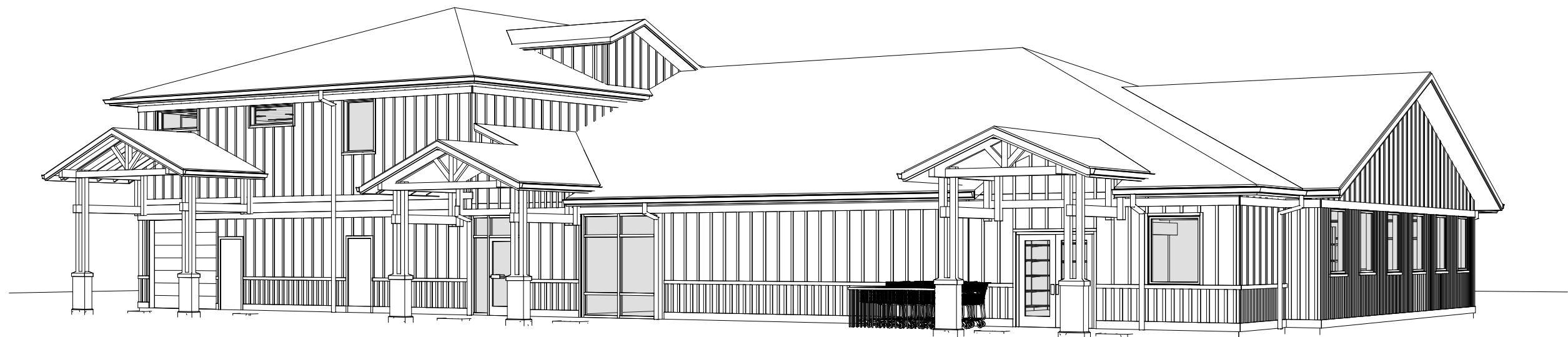
Date:	2019-04-17
Scale Factor:	1
Drawn:	HE
File:	18465

Sheet
A2.2

8/12/2022 12:45:55 PM M:\18\18465\50 CD-phase\18465 Food Bank Lake Stevens-TL-50.rvt

ABBREVIATIONS

∠	ANGLE	CONN	CONNECTION	FTG	FOOTING	N	NORTH	SHT	SHEET
⌀	CENTERLINE	CONST	CONSTRUCTION	FURR	FURRING	NIC	NOT IN CONTRACT	SHWR	SHOWER
#	DIAMETER OR ROUND	CONTR	CONTRACTOR	FUT	FUTURE	NOM	NOMINAL	SIM	SIMILAR
□	SQUARE	CONT	CONTINUOUS	GA	GAUGE	NTS	NOT TO SCALE	SPEC	SPECIFICATION
(E)	EXISTING	CT	CERAMIC TILE	GALV	GALVANIZED	OA	OVERALL	SQ	SQUARE
ℙ	PROPERTY LINE			GB	GRAB BAR	OC	ON CENTER	STD	STANDARD
		DBL	DOUBLE	GL	GLASS (GLAZING)	OD	OUTSIDE DIA / OVERFLOW DRAIN	STL	STEEL
AB	ANCHOR BOLT	DTL	DETAIL	GND	GROUND	OFCI	OWNER FURNISH	STOR	STORAGE
ACC	ACCESSIBLE	DF	DRINKING FOUNTAIN	GWB	GYP SUM WALLBOARD	OFOI	CONTRACTOR INSTALL	STRCT	STRUCTURAL
AD	AREA DRAIN	DIA	DIAMETER				OWNER FURNISH	SUSP	SUSPENDED
ADJ	ADJUSTABLE	DIM	DIMENSION				OWNER FURNISH	SYM	SYMMETRICAL
AGGR	AGGREGATE	DISP	DISPENSER	HB	HOSE BIBB	OPNG	OWNER INSTALL		
AL	ALUMINUM	DN	DOWN	HC	HANDICAPPED	OPP	OPENING	T	TREAD
ALT	ALTERNATE	DR	DOOR	HC	HOLLOW CORE		OPPOSITE	TB	TOWEL BAR
APPROX	APPROXIMATE	D6	DOWNSPOUT	HDW	HARDWARE	PNL	PANEL	TC	TOP OF CURB
ARCH	ARCHITECTURAL	DWG	DRAWING	HDWD	HARDWOOD	PC	PRECAST	TEL	TELEPHONE
AT	ACOUSTICAL TILE	DWR	DRAWER	HGT	HEIGHT	PCP	PRECAST CONCRETE PANEL	T&G	TONGUE & GROOVE
				HM	HOLLOW METAL	PIP	POURED IN PLACE CONCRETE	THK	THICK
				HORIZ	HORIZONTAL	PL	PLATE / PROPERTY LINE	TV	TELEVISION
BD	BOARD	E	EAST			PLM	PLASTIC LAMINATE	TYP	TYPICAL
BLDG	BUILDING	EA	EACH	ID	INSIDE DIAMETER	PLAS	PLASTER	UNO	UNLESS NOTED OTHERWISE
BLKG	BLOCKING	EJ	EXPANSION JOINT	INSUL	INSULATION	PLYWD	PLYWOOD	UNFIN	UNFINISHED
BM	BEAM	ELECT	ELECTRICAL	INT	INTERIOR	PR	PAIR	UR	URINAL
BOT	BOTTOM	ELEV	ELEVATION	JAN	JANITOR	R	RISER	YCT	VINYL COMPOSITION TILE
BL	BUILDING LINE	EQ	EQUAL	JT	JOINT	RD	ROOF DRAIN	VERT	VERTICAL
		EQPT	EQUIPMENT			REF	REFERENCE	VEST	VESTIBULE
C	CONDUIT	EXP	EXPANSION	LAM	LAMINATE	REFR	REFRIGERATOR		
CAB	CABINET	EXPO	EXPOSED	LAV	LAVATORY	REINF	REINFORCED	W	WEST
CB	CATCH BASIN	EXT	EXTERIOR	LT	LIGHT	REQ'D	REQUIRED	W/	WITH
CI	CURB INLET					RESIL	RESILIENT	WC	WATER CLOSET
CJ	CONST. JOINT	FACP	FIRE ANNUNCIATOR	MAS	MASONRY	RM	ROOM	WD	WOOD
CL	CENTERLINE		CONTROL PANEL	MATL	MATERIAL	RO	ROUGH OPENING	WH	WATER HEATER
CLG	CEILING	FD	FLOOR DRAIN	MB	MACHINE BOLT	RWL	RAIN WATER LEADER	W/O	WITHOUT
CLR	CLEAR	FE	FIRE EXTINGUISHER	MAX	MAXIMUM			WP	WATERPROOF
CMU	CONCRETE MASONRY UNIT	FIN	FINISH	MECH	MECHANICAL	S	SOUTH	WR	WATER RESISTANT
		FLASH	FLASHING	MFG	MANUFACTURER	SC	SOLID CORE	WT	WEIGHT
COL	COLUMN	FLR	FLOOR	MH	MANHOLE	SCHED	SCHEDULE	WWF	WELDED WIRE FABRIC
CONC	CONCRETE	FLUOR	FLUORESCENT	MIN	MINIMUM	SD	SOAP DISPENSER		
		FND	FOUNDATION	MISC	MISCELLANEOUS	SECT	SECTION		
		FOC	FACE OF CONST	MTD	MOUNTED				
		FOF	FACE OF FINISH	MTL	METAL				
		FOS	FACE OF STUDS						
		FT	FOOT OR FEET						



NEW BUILDING FOR: FOOD BANK 8021 20TH ST SE, LAKE STEVENS, WA 98258

GENERAL NOTES

- WORK IS TO CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES. DISCREPANCIES BETWEEN DRAWINGS AND CODES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- DO NOT SCALE DRAWINGS. DIMENSIONAL DATA SHALL BE OBTAINED FROM WRITTEN INFORMATION ONLY. VERIFY ALL DIMENSIONS BEFORE PROCEEDING.
- VERIFY EXISTING SITE CONDITIONS BEFORE PROCEEDING WITH WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN DRAWINGS AND EXISTING CONDITIONS.
- LOCATE AND PRESERVE EXISTING SURVEY MARKERS.
- LOCATE AND PRESERVE ANY EXISTING UTILITIES PRESENT AND SCHEDULE TO REMAIN UNCHANGED.
- EXTERIOR DIMENSIONS ARE TO FACE OF CONCRETE OR FACE OF PLYWOOD UNLESS OTHERWISE NOTED.
- INTERIOR DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
- ANY DIMENSIONAL DEVIATIONS AFFECTING THE INTENT OR INCORPORATION OF OTHER ELEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- REFER TO FOUNDATION AND FRAMING PLANS FOR REFERENCE TO STRUCTURAL DETAILING.
- SUBCONTRACTORS AND FABRICATORS TO SUBMIT SHOP DRAWINGS AND PRODUCT DATA FOR MATERIALS AND ASSEMBLIES AS INDICATED IN SPECIFICATIONS. DRAWINGS TO SHOW SIZES MATERIALS CONNECTION DETAILS TO ADJACENT MATERIALS. INDICATE ALL REQUIRED BACKING AND BLOCKING.
- REFER TO STRUCTURAL NOTES FOR DESIGN LOADS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED SAFETY PRECAUTIONS AND THE METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES REQUIRED TO PERFORM HIS WORK.
- CONTRACTOR-INITIATED CHANGES SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION OR CONSTRUCTION. CHANGES SHOWN ON SHOP DRAWINGS ONLY WILL NOT SATISFY THIS REQUIREMENT.
- DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO REVIEW AND APPROVAL BY THE ARCHITECT.

PROJECT DATA

PROJECT LOCATION: 8021 20TH ST SE
LAKE STEVENS, WA 98258

PROJECT DESCRIPTION: COMMUNITY FOODBANK WITH HEALTH SERVICES, STORAGE SPACE AND RETAIL PORTION.

GOVERNING AGENCIES

CITY OF LAKE STEVENS
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT (425) 377-3235

APPLICABLE CODES:

- 2015 INTERNATIONAL BUILDING CODE AND STATEWIDE AMENDMENTS
- 2009 ICC-ANSI A117.1 ACCESSIBILITY CODE
- 2015 WASHINGTON STATE NONRESIDENTIAL ENERGY CODE
- 2015 INTERNATIONAL FIRE CODE
- 2015 INTERNATIONAL MECHANICAL CODE
- 2015 UNIFORM PLUMBING CODE
- 2015 NATIONAL ELECTRIC CODE

DEFERED SUBMITTALS

MECHANICAL
ELECTRICAL

SHEET INDEX

ARCHITECTURAL

A0.1	COVER SHEET
A0.3	CODE FLOOR PLAN
A0.4	WALL TYPES
A1.1	SITE PLAN
A1.2	SITE DETAILS
A1.3	PHOTOMETRIC SITE PLAN
A2.2	MAIN FLOOR PLAN
A2.3	SECOND FLOOR PLAN
A2.4	ROOF PLAN
A2.5	SCHEDULES
A2.6	SCHEDULES
A3.1	ELEVATIONS
A3.2	SECTIONS
A4.1	ENLARGED PLANS
A5.1	INTERIOR ELEVATIONS
A6.1	MAIN REFLECTED CEILING PLAN
A6.2	SECOND REFLECTED CEILING PLAN
A8.1	DETAILS
A8.2	DETAILS
A8.3	DETAILS

STRUCTURAL

S1.0	STRUCTURAL NOTES
S1.1	FOUNDATION PLAN
S1.3	SECOND FLOOR FRAMING
S1.4	ROOF FRAMING PLAN
S2.0	STRUCTURAL DETAILS
S3.0	STRUCTURAL DETAILS

ELECTRICAL

E1.1	MAIN FLOOR ELECTRICAL PLAN
E1.2	MAIN FLOOR LIGHTING PLAN

PLAN SYMBOL LEGEND

BUILDING SECTION		SECTION LETTER
		SHEET WHERE LOCATED
DETAIL		DETAIL NUMBER
		SHEET WHERE LOCATED
INTERIOR ELEVATION		ELEVATION NUMBER
		SHEET WHERE LOCATED
ROOM IDENTIFICATION		ROOM NUMBER
		ROOM NAME
DOOR NUMBER		ROOM NUMBER
GRID LINES		PLAN NORTH
WINDOW TYPE		KEYNOTE REFERENCE
WALL TYPE		EXIT SIGN

PROJECT TEAM

OWNER
LAKE STEVENS COMMUNITY
FOOD BANK ASSN.
PO BOX 1031
LAKE STEVENS, WA 98258
AMNNE ANDERSON
360-224-5301
director@lakestevensfoodbank.org

STRUCTURAL
STRUCTURAL DESIGN ASSOCIATES
3006 RUCKER AVE.
EVERETT, WA 98201-3932
425) 339-0293
CHRIS COVINGTON
ADMIN@SDAEVERETT.COM

ARCHITECT
MJ NEAL ASSOCIATES,
PO BOX 1945
WENATCHEE, WA 98801
(509) 663-6455
MARK NEAL
m.jneal@mjneal.com

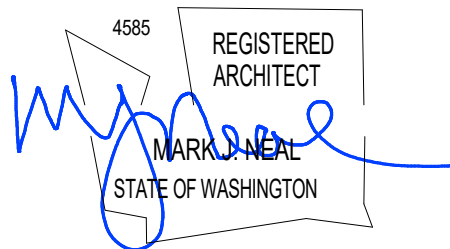
CONTRACTOR
TBD

REVISIONS	BY
1 Re-design	08-11-2022 HE



509.663.6455
MJNEAL@MJNEAL.COM
WWW.MJNEAL.COM
P.O. BOX 1945
WENATCHEE, WA 98807

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NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

Date:	2019-04-17
Scale Factor:	1
Drawn:	HE
File:	18465

Sheet
A0.1

CODE INFORMATION

ALLOWABLE AREA

CONSTRUCTION TYPE:	5B
TOTAL FLOOR AREA:	10,856 SF
OCCUPANCY TYPE:	B
OCCUPANCY SEPARATIONS:	N/A
OCCUPANCY AREAS:	B = 27,000 SF
BASE ALLOWABLE AREA:	27,000 SF
BASE ALLOWABLE HEIGHT	3 STORIES
SPRINKLED	FULLY SPRINKLED
FRONTAGE INCREASE:	If = (1 - 0.25) 23.22/30 = 0.58
ALLOWABLE AREA CALCULATION:	Aa = (27,000 + (9,000 x 0.58)) x 2 = 64,440 SF
OCCUPANT LOAD	MAIN FLOOR - 7,867 GROSS AREA/100 OLF = 79 OCCUPANTS UPPER FLOOR - 2,989 GROSS AREA/100 OLF = 30 OCCUPANTS

FIRE AND SMOKE PROTECTION REQUIREMENTS

BUILDING ELEMENT RESISTANCE	RATING (HRS)
PRIMARY STRUCTURAL FRAME:	0
BEARING WALLS EXTERIOR:	0 (BASED ON IBC TABLE 602)
BEARING WALLS INTERIOR:	0
NONBEARING WALLS EXTERIOR:	0 (BASED ON IBC TABLE 602)
NONBEARING WALLS INTERIOR:	0
ROOF CONSTRUCTION:	0

EXIT ACCESS RATINGS	
CORRIDORS:	0
VERTICAL ENCLOSURES:	N/A

EGRESS TRAVEL DISTANCES	
COMMON PATH OF EGRESS TRAVEL:	75' MAX (75' PROVIDED)
EXIT ACCESS TRAVEL DISTANCE:	250' MAX (140' PROVIDED)

ENERGY CODE NOTES

1. ENVELOPE, LIGHTING, & HVAC SHALL COMPLY WITH 2015 WASHINGTON STATE NON-RESIDENTIAL ENERGY CODE.
2. STOREFRONT GLAZING (METAL FRAMED FENESTRATION) SHALL BE 1" INSULATED UNITS, MAXIMUM 'U' FACTOR OF 0.38 (FIXED) AND 0.40 (OPERABLE), AND SOLAR HEAT GAIN COEFFICIENT OF 0.40 MAX. SHOW LABEL WITH RATED U-FACTOR, SHGC, VT, AND LEAKAGE RATING.
3. OPAQUE DOOR MAXIMUM 'U' FACTOR SHALL BE 0.60.
4. INTERIOR LIGHT ALLOWANCE PER C405.4.2 (1) OR C405.4.2 (2).
5. ELECTRIC RESISTANCE ALONE NOT ALLOWED
6. R AND U VALUES SHALL BE:
WALL INSULATION - R-21 MIN.
ROOF INSULATION - R-49 MIN.
SLAB INSUL - R-10 MIN.
OPAQUE SWINGING DOORS - U-0.37
VERTICAL FENESTRATION METAL FRAME, FIXED - U-VALUE 0.38 MIN. FENESTRATION ENTRANCE DOORS - U-VALUE = 0.60. SHOW LABEL WITH FIRE RATED U-FACTOR, SHGC, VT, AND LEAKAGE RATING.
7. IDENTIFICATION MARK SHALL BE APPLIED TO ALL INSTALLED INSULATION.
8. BUILDING ENVELOPE SHALL BE SEALED AGAINST AIR INFILTRATION WITH CAULKING, GASKETING, & WEATHERSTRIPPING PER 2015 WA STATE C402.5.
9. GLAZING AND DOORS SHALL BE WEATHERSTRIPPED PER 2015 WA STATE C402.4
10. INSULATION SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS, TO FULL DENSITIES AND PROPER CLEARANCES.

MECHANICAL SYSTEM TO BE BIDDER DESIGNED AND CODE COMPLIANCE DOCUMENT DEFERRED TO BE SUBMITTED WITH THE MECHANICAL PERMIT APPLICATION.

CODE FLOOR PLAN LEGEND

- 101

OLF: 100
OCC: 15

ROOM NUMBER

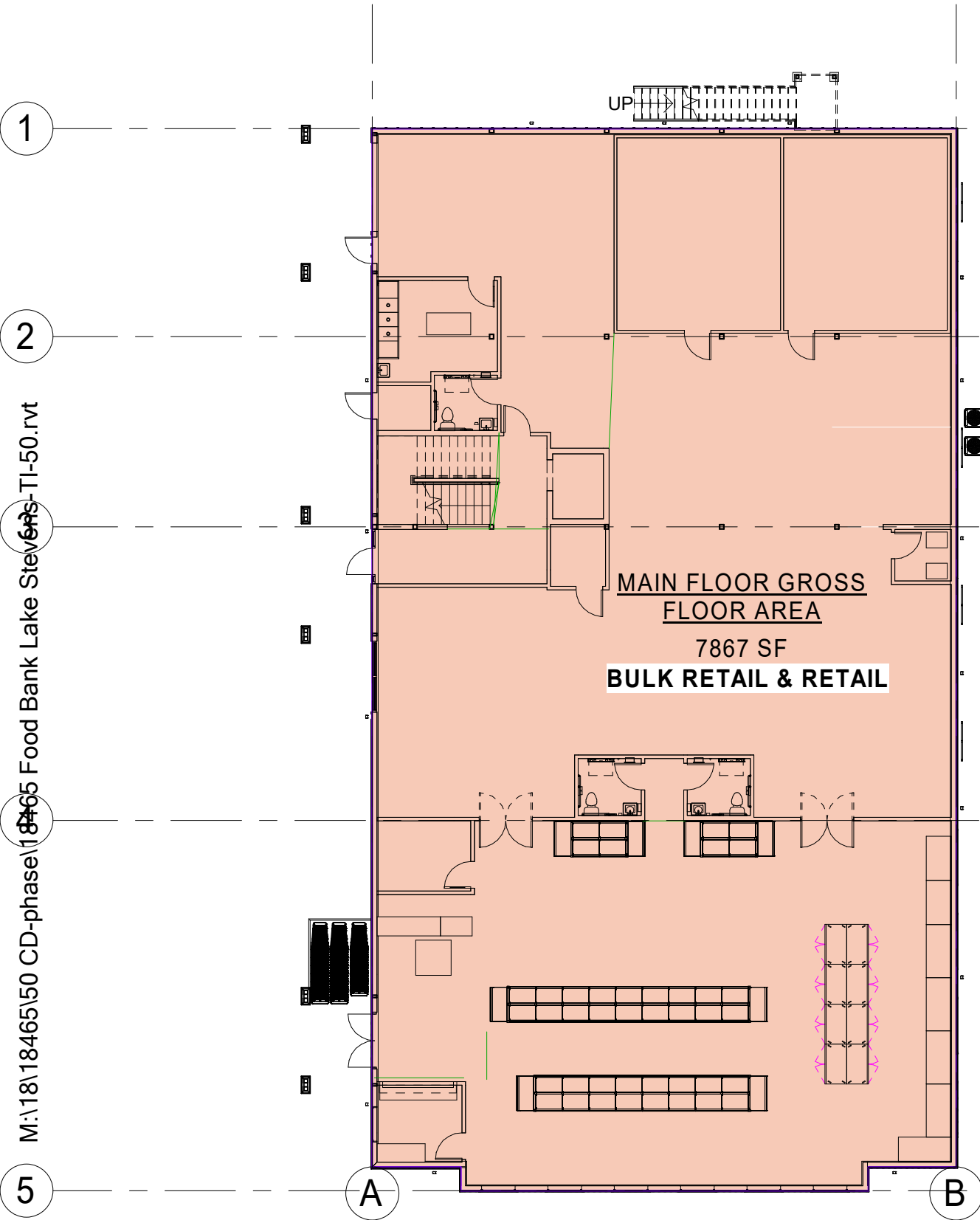
OLF - OCCUPANT LOAD FACTOR PER IBC T1004.1.2
OCC - CALCULATED NUMBER OF OCCUPANTS
- 15

NUMBER IN CIRCLE INDICATES CUMULATIVE
NUMBER OF OCCUPANTS AT THIS POINT OF
ROUTE
- FE

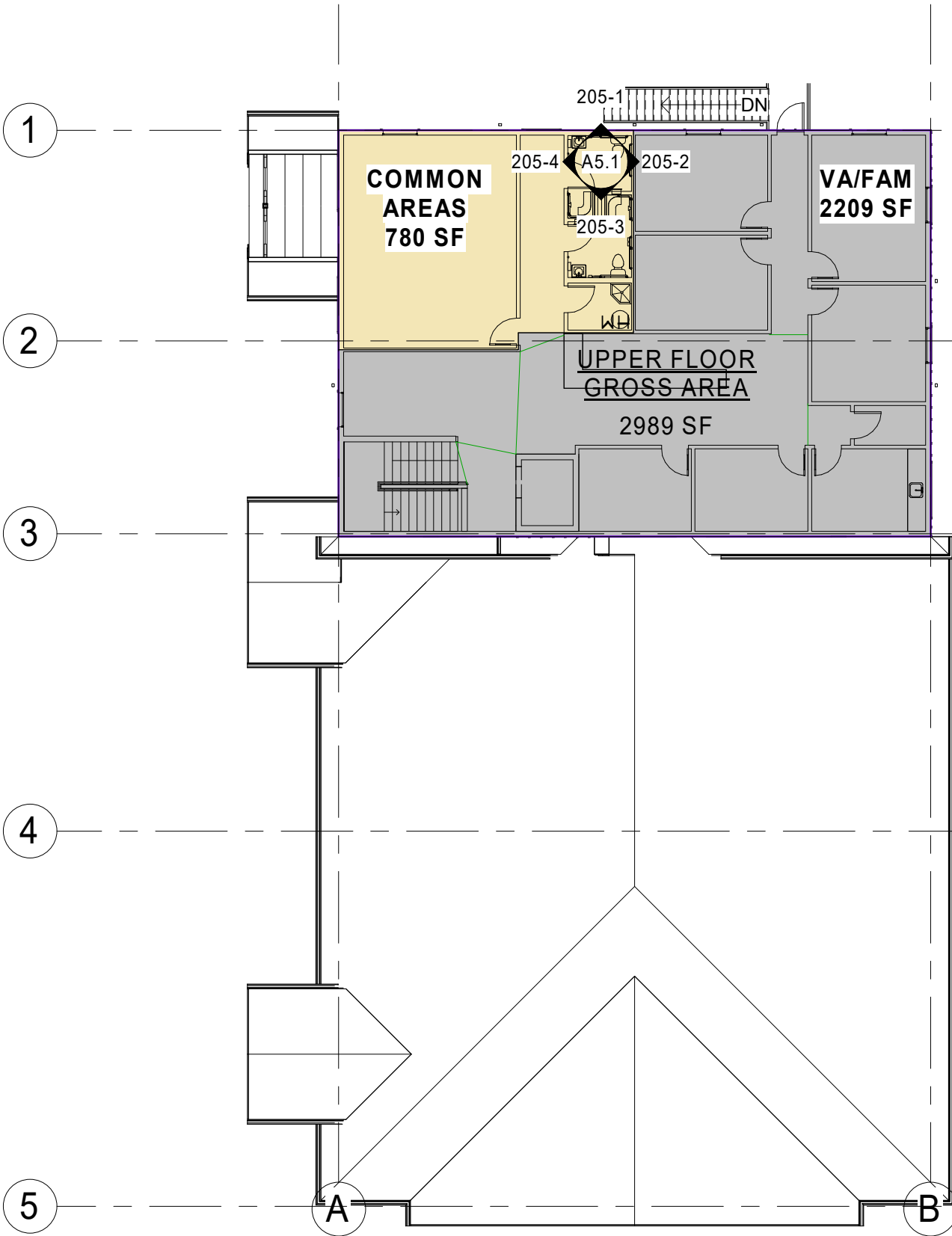
FIRE EXTINGUISHER WALL BRACKET MOUNTED
- FEC

FIRE EXTINGUISHER IN CABINET
- LONGEST EXIT ACCESS PATH (EAP)
- LONGEST COMMON PATH OF TRAVEL (CPT)
- ◆◆◆

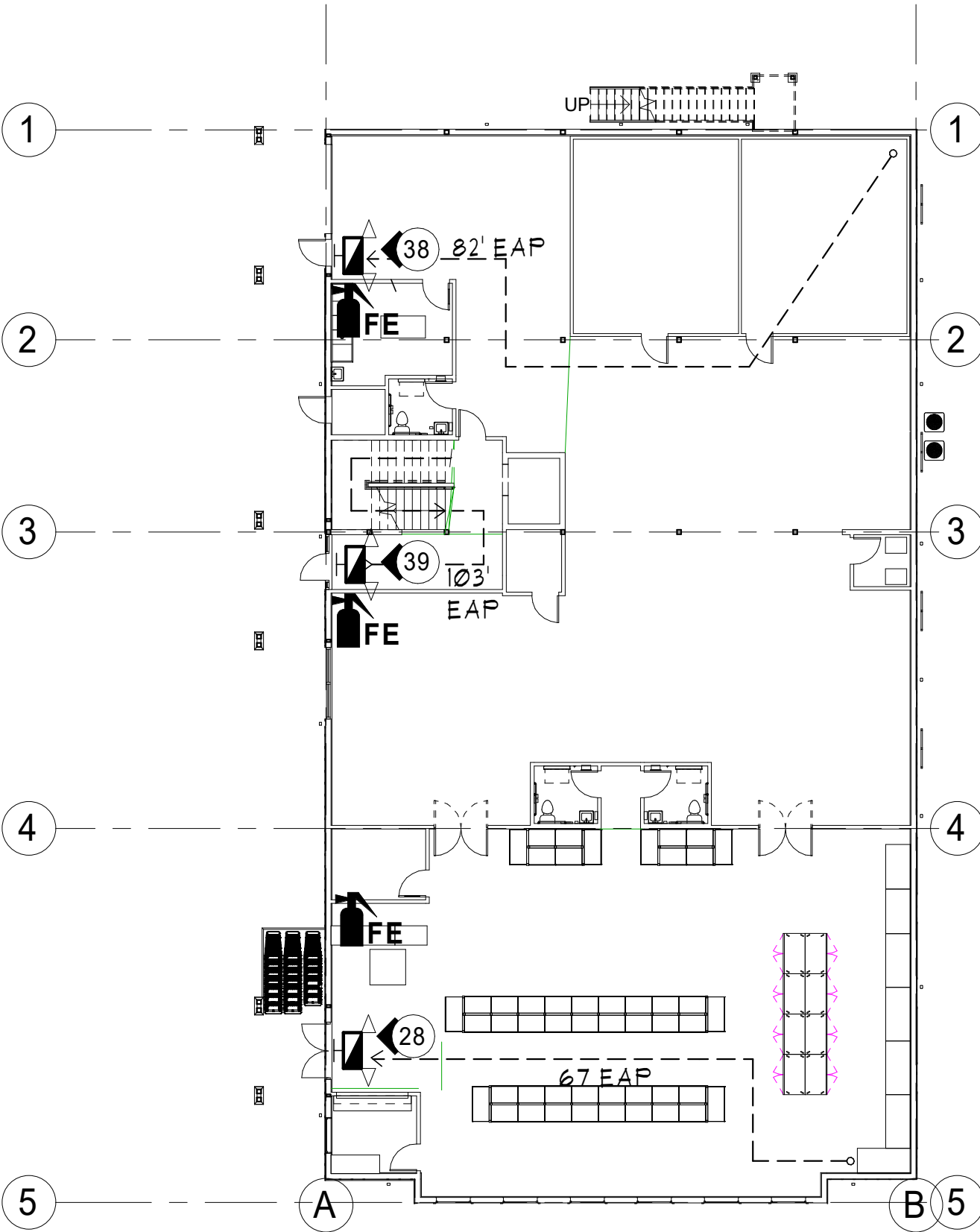
1-HR RATED FIRE WALL



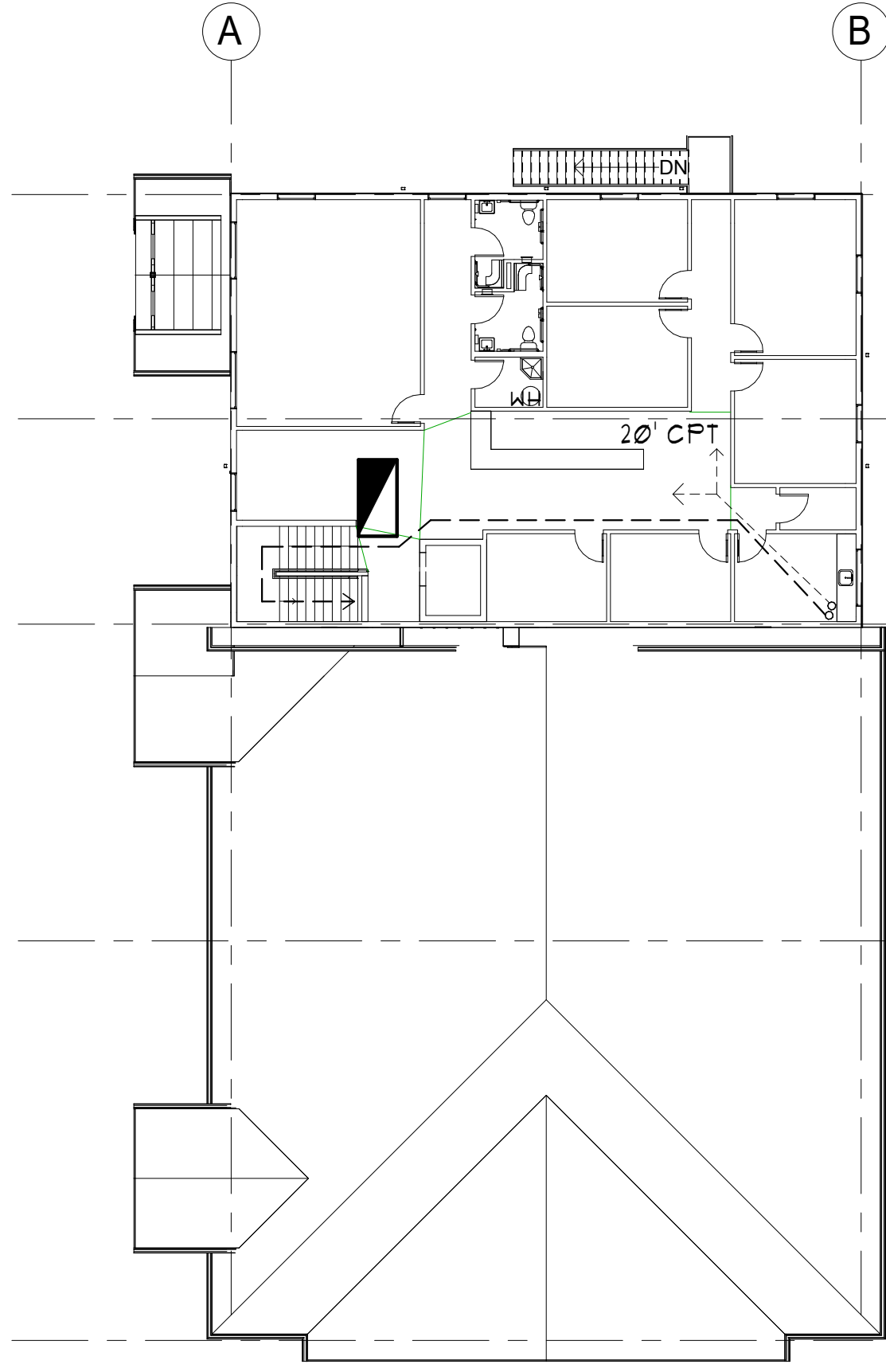
MAIN FLOOR OCCUPANCY PLAN
1/16" = 1'-0"



SECOND FLOOR OCCUPANCY PLAN
1/16" = 1'-0"



MAIN CODE FLOOR PLAN
1/16" = 1'-0"



2ND FLR CODE FLOOR PLAN
1/16" = 1'-0"

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4585 REGISTERED
ARCHITECT

MARK J. NEAL
STATE OF WASHINGTON

NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

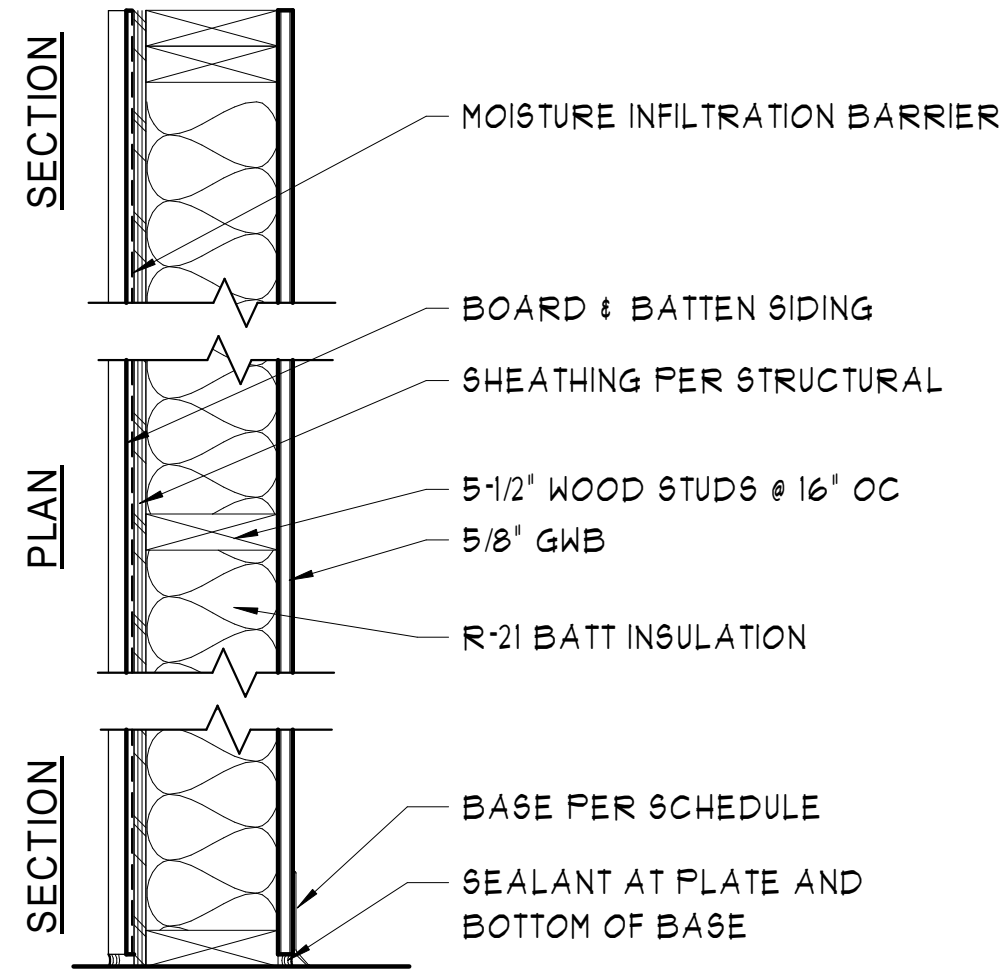
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WALL TYPE - A

1 1/2" = 1'-0"

EXTERIOR



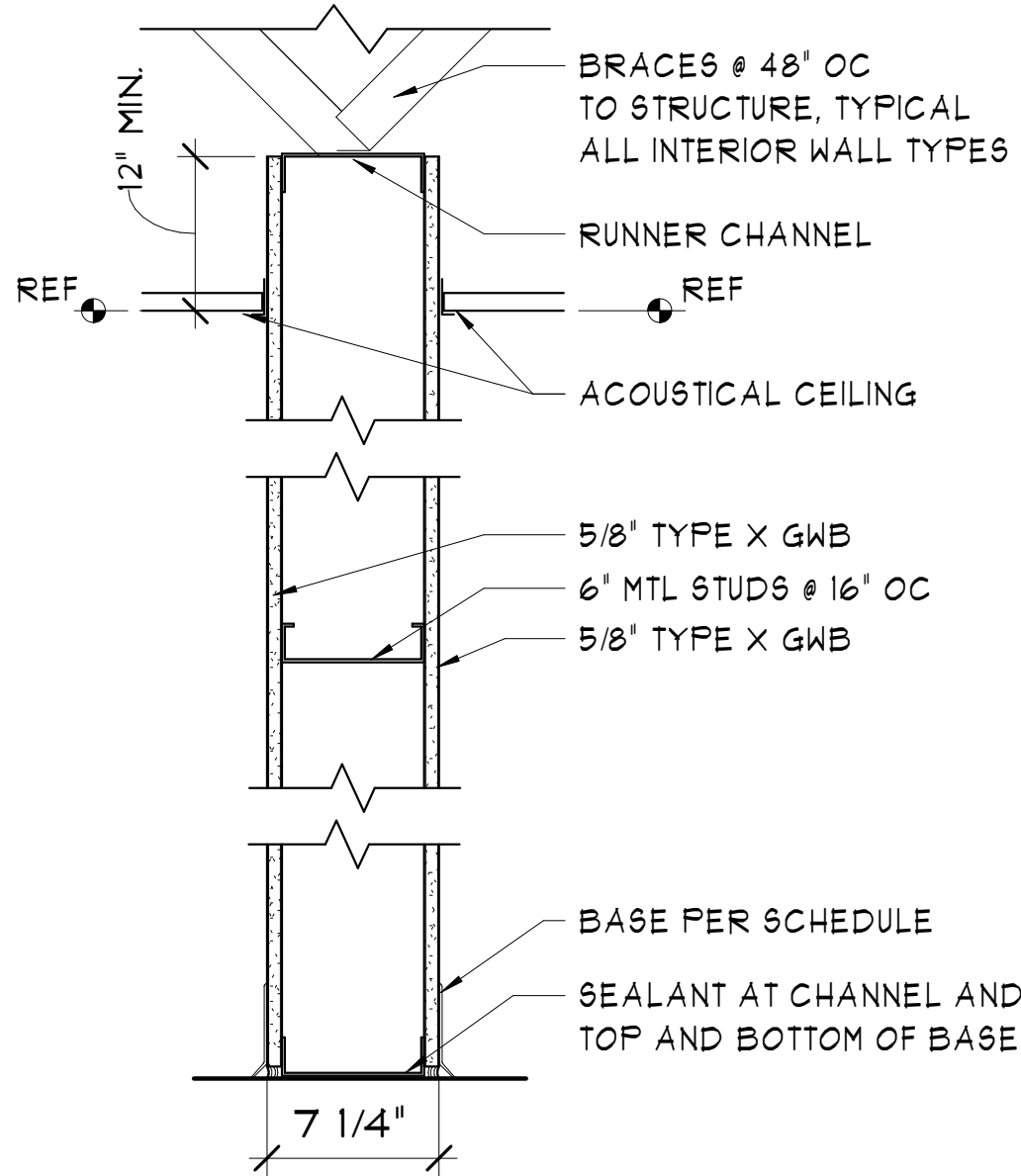
WALL TYPE - B

1 1/2" = 1'-0"

SECTION

PLAN

SECTION



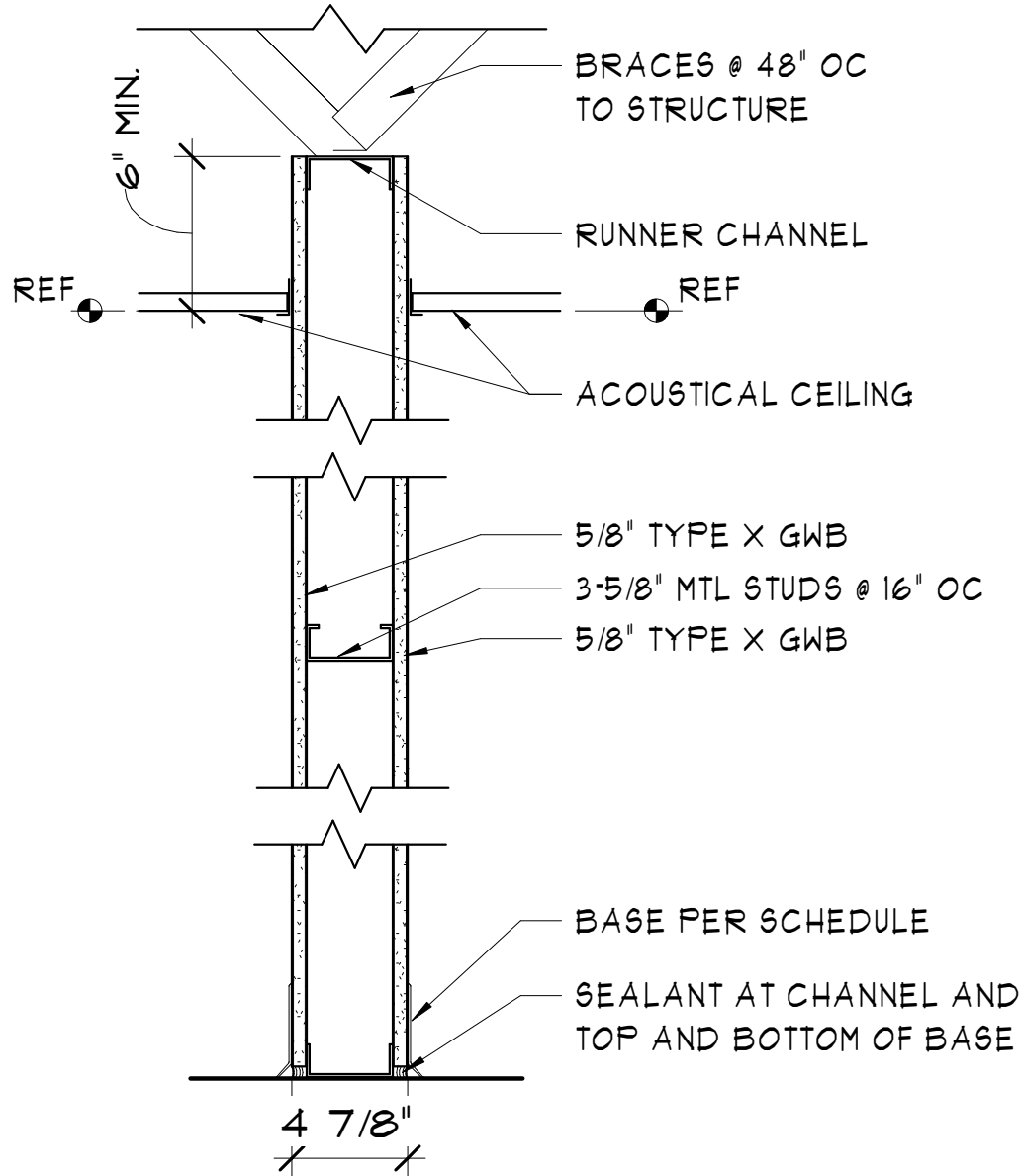
WALL TYPE - C

1 1/2" = 1'-0"

SECTION

PLAN

SECTION



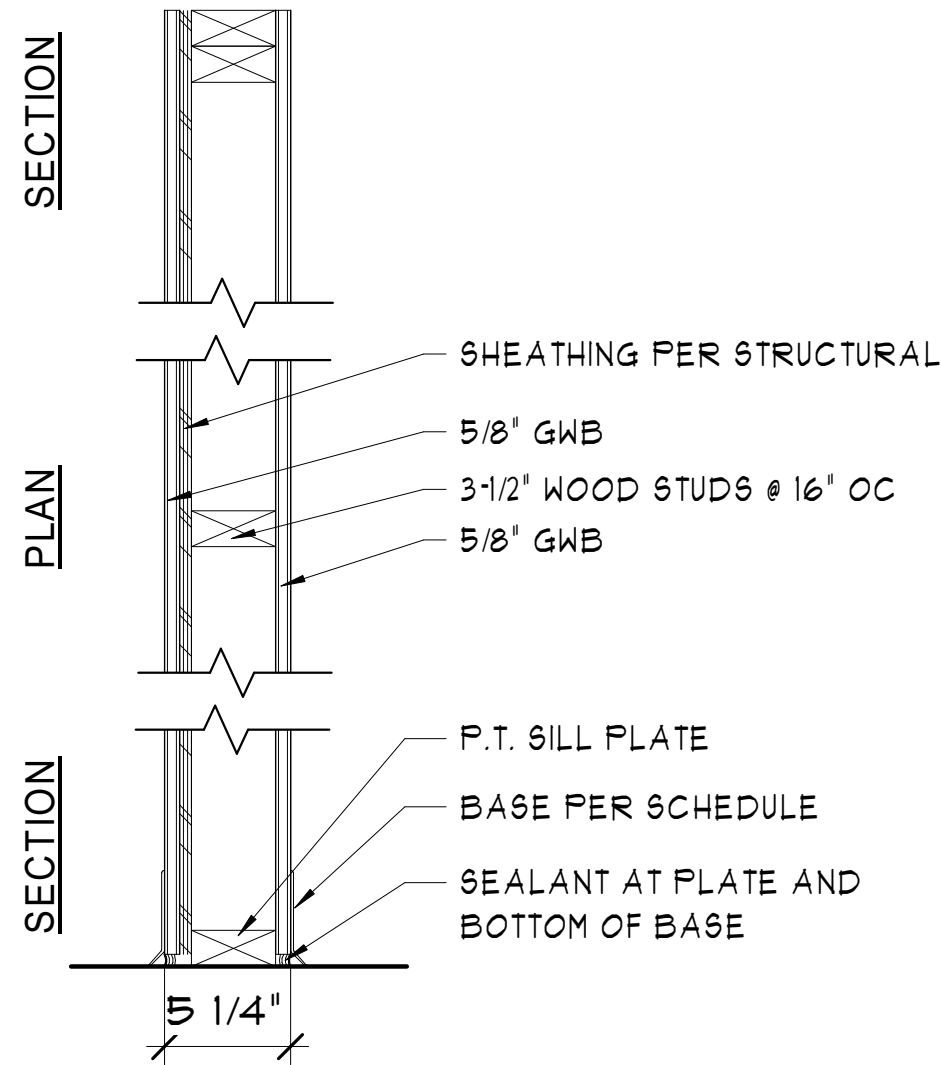
WALL TYPE - D

1 1/2" = 1'-0"

SECTION

PLAN

SECTION



WALL TYPE NOTES

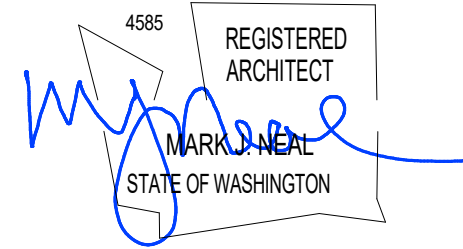
- A. SEE FLOOR PLAN FOR WALL TAGS. FILL WALLS WITH INSULATION WHERE WALL TAG INCLUDES A 'I' SYMBOL. ALWAYS FILL WITH INSULATION WHERE WALL TYPE EXPLICITLY NOTES.
- B. SEE STRUCTURAL SHEETS FOR SHEAR WALL INFO.

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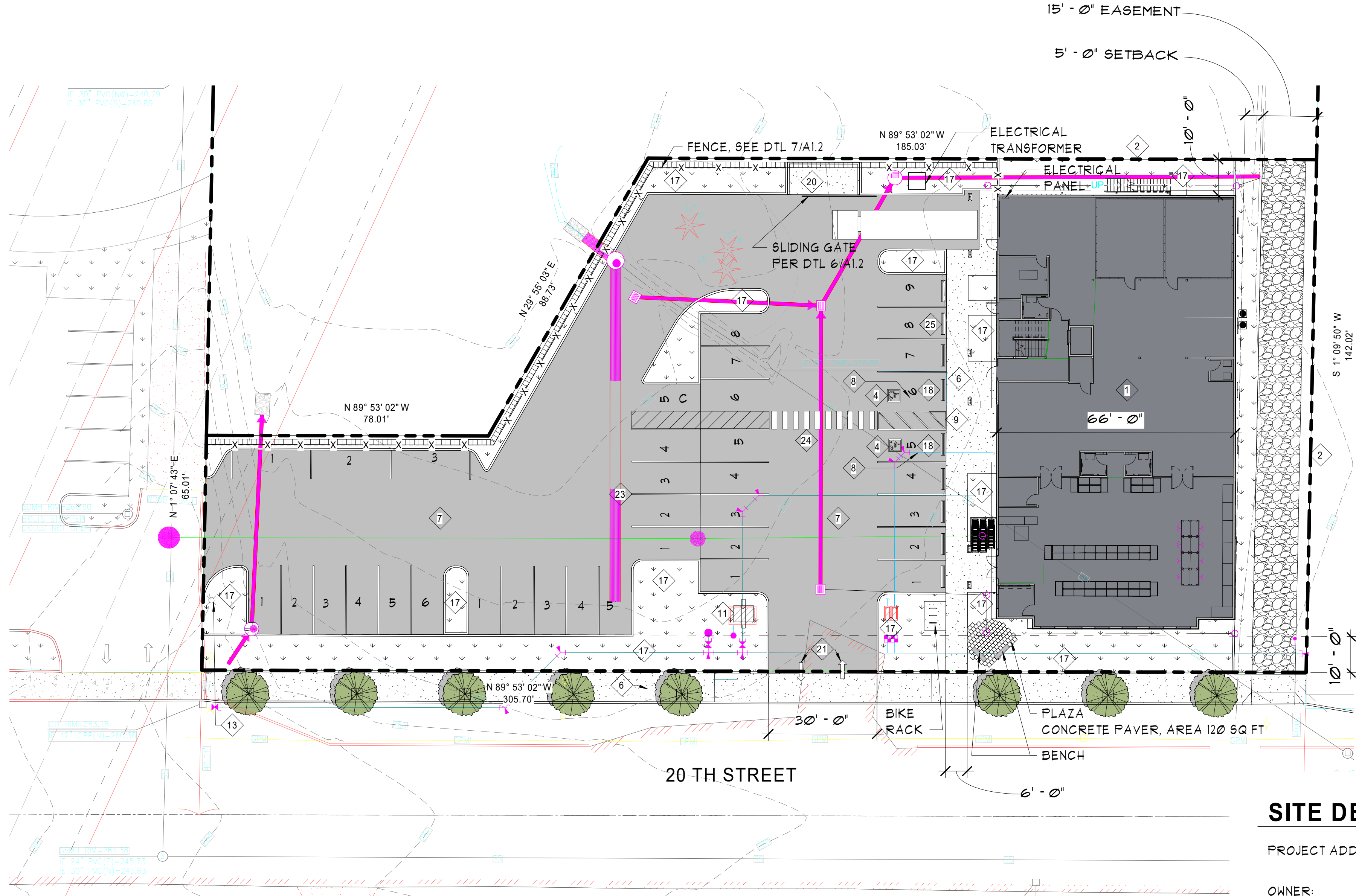
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ARCHITECTURAL SITE PLAN
1" = 20'-0"

GENERAL SITE NOTES:

1. ISSUANCE OF A BUILDING PERMIT IN ACCORDANCE WITH THESE PLANS DOES NOT OBLIGATE THE JURISDICTION IN ANY WAY TO INSURE THE CORRECT LOCATION IN THE FIELD OF BUILDINGS, STRUCTURES, PARKING AREAS, LANDSCAPING, AND OTHER FEATURES AS CONTAINED ON THIS PLAN. THE OWNER/PERMIT HOLDER IS RESPONSIBLE FOR THE CORRECT FIELD LOCATION OF THESE FEATURES RELATIVE TO ANY REQUIRED SETBACKS, EASEMENTS, BUFFERS, OR OTHER LIMITS AS SHOWN THESE PLANS AND/OR INCLUDED WITH ANY AND ALL AGREEMENTS CONTRACTS, ETC. ASSOCIATED WITH THIS BUILDING PERMIT.
2. SITE IMPROVEMENTS SHALL CONFORM TO APPROVED SITE AND LANDSCAPE PLANS.
3. ALL PARKING AND LANDSCAPE AREAS SHALL BE INSTALLED, INSPECTED AND APPROVED PER APPROVED PLANS PRIOR TO OCCUPANCY.
4. A LANDSCAPE MAINTENANCE BONDS WILL BE PER LPMC 14.16A.180.
5. SIGNAGE SHALL BE REVIEWED AND APPROVED UNDER SEPARATE PERMIT.
6. GENERAL NOTE: CONTRACTOR SHALL PROVIDE & COORDINATE PLACEMENT, SIZE, AND LOCATION OF ALL U.G. SLEEVES.
7. ALL SITE WORK MUST COMPLY WITH CHAPTER 17 OF THE INTERNATIONAL BUILDING CODE, AND ANSI A1117.1-2009.

KEYNOTE SYMBOL

ARCHITECTURAL SITE PLAN KEYNOTES

- | | | | |
|----|--|----|--|
| 1 | PROPOSED BUILDING | 13 | EXISTING FIRE HYDRANT |
| 2 | PROPERTY LINE | 14 | NEW FIRE HYDRANT |
| 3 | NOT USED | 15 | PIV VALVE |
| 4 | PAINTED INTERNATIONAL SYMBOL OF ACCESS PER DTL 1/A1.2 | 16 | FIRE DEPARTMENT CONNECTION |
| 5 | EXISTING SIDEWALK | 17 | LANDSCAPE AREA - SEE LANDSCAPE SHEETS |
| 6 | NEW SIDEWALK | 18 | POST SIGNAGE - ACCESSIBLE STALL SEE 5/A1.2 |
| 7 | NEW ASPHALT | 19 | ELECTRICAL TRANSFORMER |
| 8 | ACCESSIBLE PARKING STALL PAVEMENT SLOPE NOT TO EXCEED 2% | 20 | DUMPSTER ENCLOSURE PER DTL 6/A1.2 |
| 9 | TRUNCATED DOMES AT DETECTABLE SURFACE | 21 | INGRESS AND EGRESS ARROWS VERIFY LOCATION |
| 10 | DRAINAGE STRUCTURE SEE CIVIL | 22 | ELECTRICAL HANDHOLES, TYPICAL |
| 11 | MONUMENT SIGNAGE | 23 | 4" PAINTED STRIPE - TYPICAL @ ALL PARKING SPACES |
| 12 | WATER METER | 24 | PAINTED CROSS WALK |
| | | 25 | WHEEL STOP |

SITE DESIGN CRITERIA

PROJECT ADDRESS:	8021 20TH ST SE, LAKE STEVENS, WA 98258
OWNER:	LAKE STEVENS COMMUNITY FOOD BANK ASSN. LAKE STEVENS, WA 98258
ASSESSOR'S PARCEL NO.:	00431400300202
JURISDICTION:	CITY OF LAKE STEVENS
ZONING:	BD
PROPOSED USE:	B FULLY SPRINKLED
MAXIMUM BUILDING HEIGHT:	40'
SETBACKS:	
FRONT:	5'
SIDES:	10'
REAR:	10'
SITE AREA:	0.0210 ACRES (35,763 SF)
IMPERVIOUS SURFACE AREA:	
BUILDINGS:	7,867 S.F.
COVERED AREAS:	N/A
PARKING/PAVED AREA:	16,491 S.F.
CONCRETE SIDEWALK:	1,431 S.F.
TOTAL IMPERVIOUS SURFACE AREA:	25,789 S.F.
LANDSCAPE AREA:	6,796 S.F.

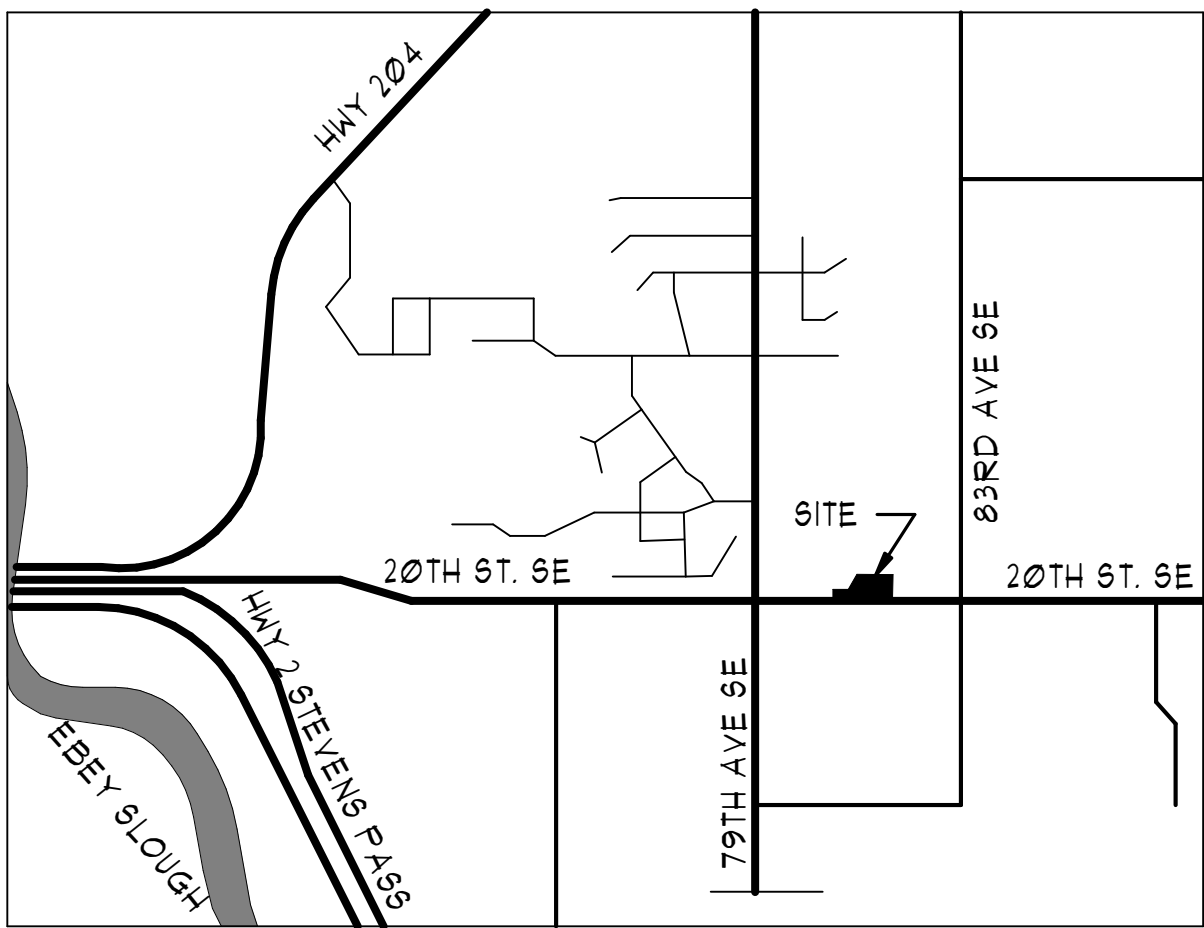
CODE SITE PLAN LEGEND

---	PROPERTY LINE
----	SETBACK OR EASEMENT
---	CONTOUR - NEW
---	CONTOUR - EXISTING
---	PROJECT LIMITS
---	CONTRACTOR STAGING AREA
---	LANDSCAPED AREA
---	LANDSCAPING BUFFER AREA
---	CONCRETE
---	GRAVEL
---	ASPHALT PAVEMENT
---	HYDRANT
---	FIRE DEPARTMENT CONNECTION (FDC)
---	POST INDICATOR VALVE (PIV)
---	SINGLE POST MOUNTED LIGHTING FIXTURE
---	DOUBLE POST MOUNTED LIGHTING FIXTURE
---	WATER METER
---	ELECTRICAL TRANSFORMER

SITE PLAN LEGEND

---	FENCE
---	POST-MOUNTED SIGN
---	POST-MOUNTED SIGN, (1) EACH SIDE

SEE CODE SITE PLAN LEGEND FOR ELEMENTS NOT REFERENCED HERE



VICINITY MAP
NOT TO SCALE

UTILITY PROVIDERS

SEWER
LAKE STEVENS SEWER DISTRICT
1106 VERNON ROAD SUITE A,
LAKE STEVENS, WA 98258
(425) 743-4605

WATER
SNOHOMISH COUNTY PUD
2320 CALIFORNIA STREET
EVERETT, WA 98201
(425) 783-1000

POWER
SNOHOMISH COUNTY PUD
2320 CALIFORNIA STREET
EVERETT, WA 98201
(425) 783-1000

STORM WATER
CITY OF LAKE STEVENS
1812 MAIN STREET
LAKE STEVENS, WA 98258
425-622-9400

PARKING DATA

5364 SF WAREHOUSE	2/1000	11.0
2775 SF RETAIL	2.5/1000	7.0
980 SF OFFICE	2.5/1000	2.0
1737 SF VAMED	2.5/1000	4.0

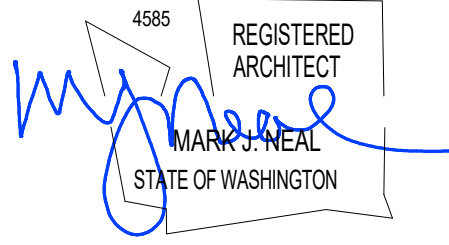
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NEW BUILDING FOR:

FOOD BANK

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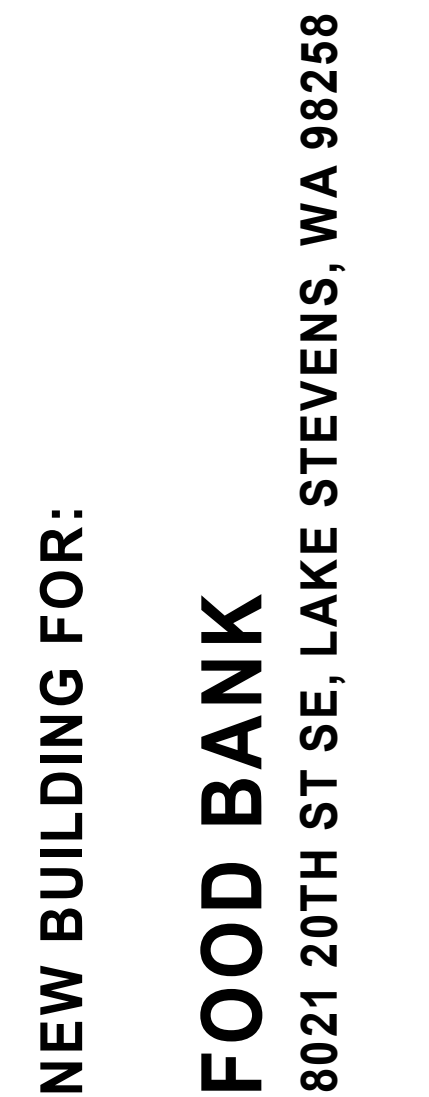
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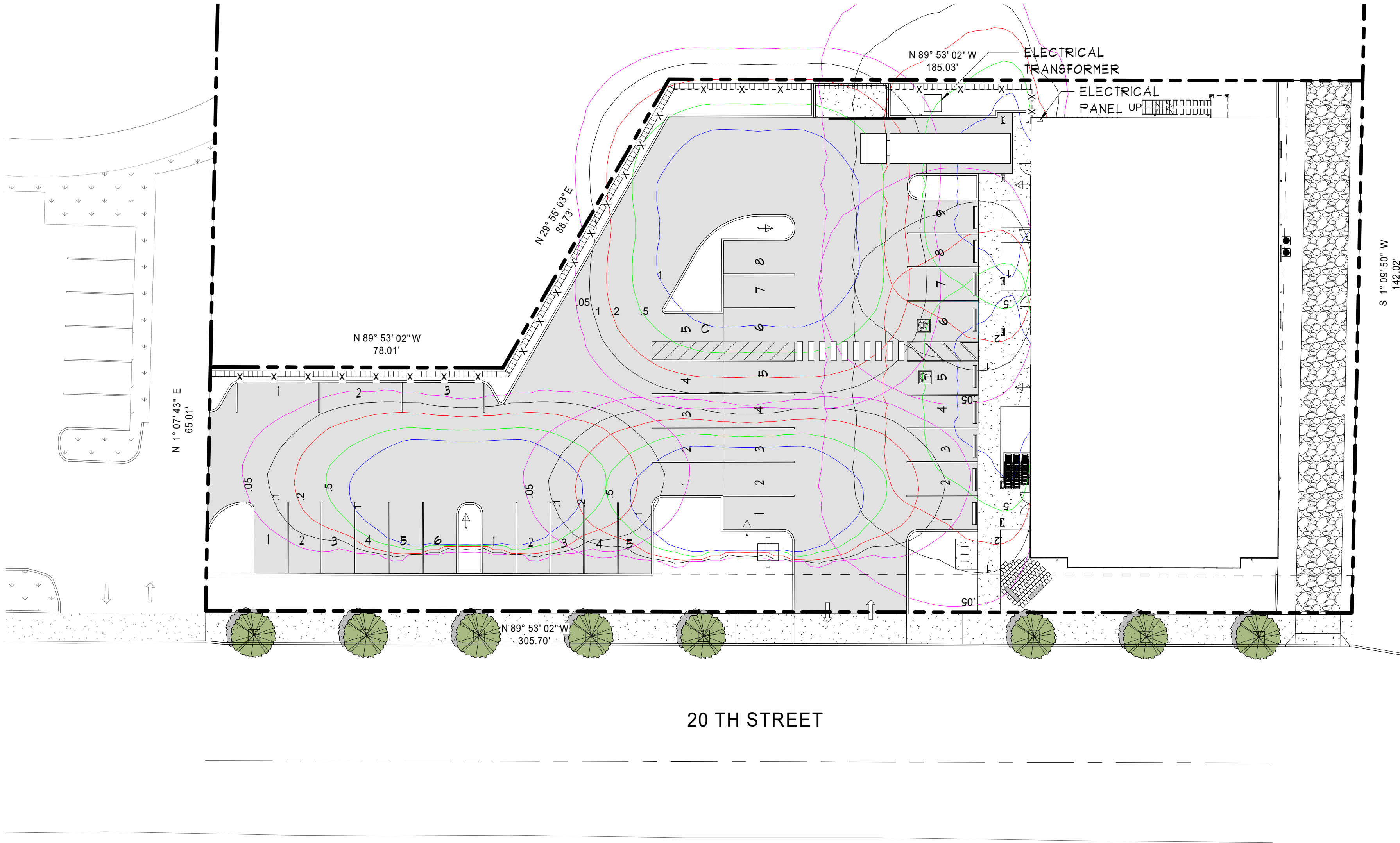
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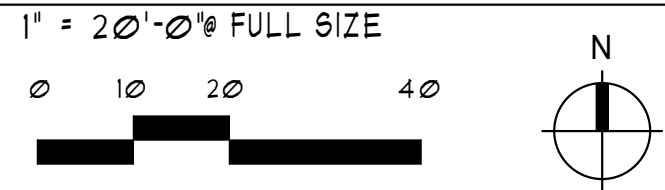
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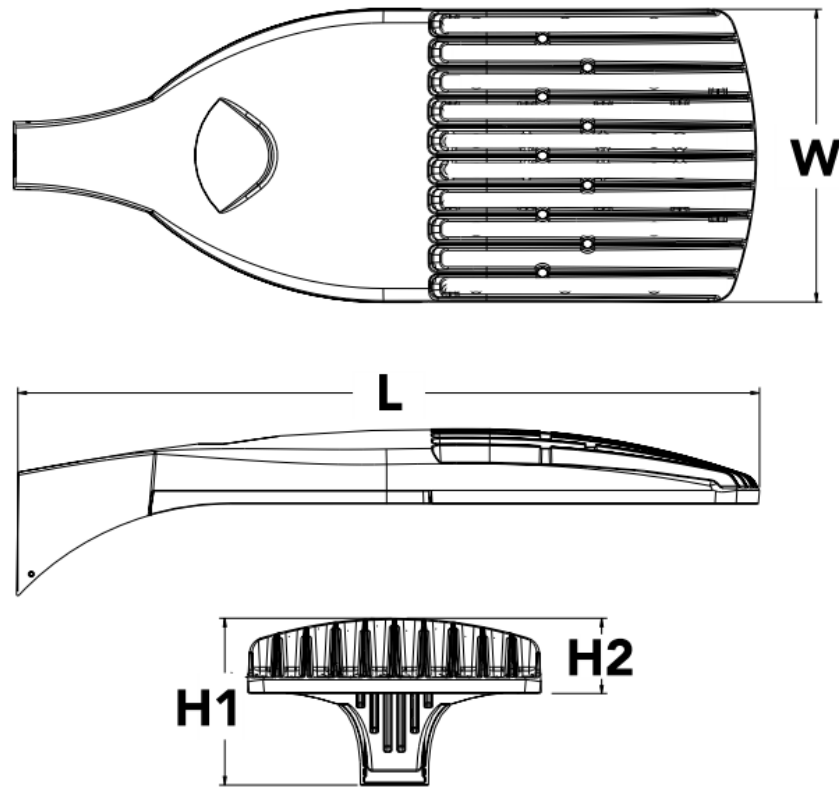
PHOTOMETRIC SITE PLAN



D-Series Size 1
LED Area Luminaire

Specifications

EPA:	1.01 ft ² (0.09 m ²)
Length:	33" (83.8 cm)
Width:	13" (33.0 cm)
Height H1:	7-1/2" (19.0 cm)
Height H2:	3-1/2"
Weight (max):	27 lbs (12.2 kg)



D-SERIES LIGHT TYPES REQUIRED

(2) DSX1_LED_P1_50K_BLC_MVOLT

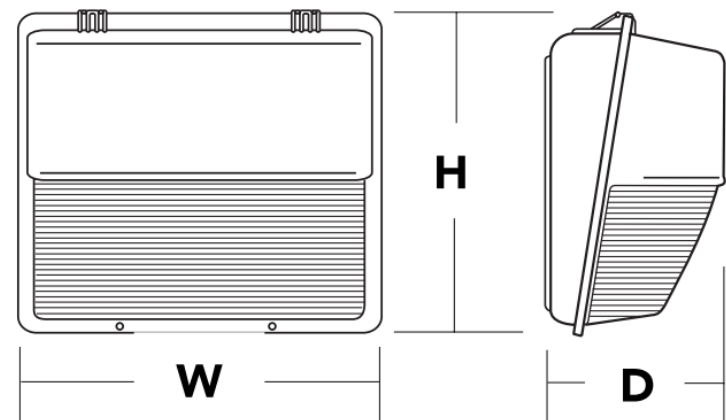
(1) DSX1_LED_P1_40K_T5M_MVOLT



TWH LED
LED Wall Luminaire

Specifications

Width:	16-1/4" (41.3 cm)
Height:	15-3/4" (40.0 cm)
Depth:	8" (20.3 cm)
Weight:	28 lbs (12.7 kg)



Series	LEDs	Drive current	Color temperature	Distribution
TWH LED	10C 10 LEDs (one engine)	1000 1000 mA (1 A)	40K 4000K	T3M Type III Medium

Isoline Values		
Color		Fc (Foot Candles)
		0.05
		0.1
		0.2
		0.5
		1



FEATURES & SPECIFICATIONS

CONSTRUCTION — Weldable-grade, hot-rolled, commercial-quality carbon steel tubing with a minimum yield of 55,000 psi (11-gauge), or 50,000 psi (7-gauge). Uniform wall thickness of .125" or .188". Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly square in cross-section with flat sides, small corner radii and excellent torsional qualities. Available shaft widths are 4, 5 and 6 inches.

Poles have mastic coating on embedded depth +6" above grade level. Base shroud is finished to match pole. Two drilled conduit access holes, 180 degrees apart, are located 18" below grade.

A handhole having nominal dimensions of 3" x 5" for all shafts. Included is a cover with attachment screws.

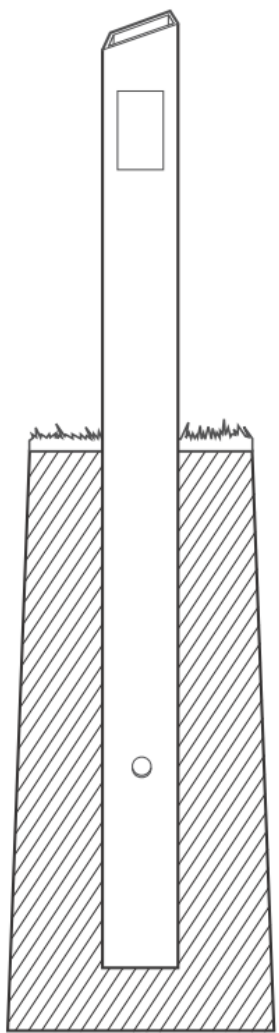
Top cap provided with all drill-mount poles.

Fasteners are high-strength galvanized, zinc-plated or stainless steel.

Finish: Must specify finish.

Grounding: Provision located immediately inside handhole rim. Grounding hardware is not included (provided by others).

NOTE: Specifications subject to change without notice.

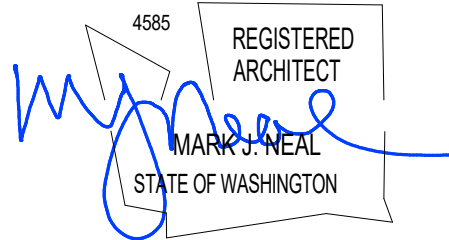


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FOOD BANK

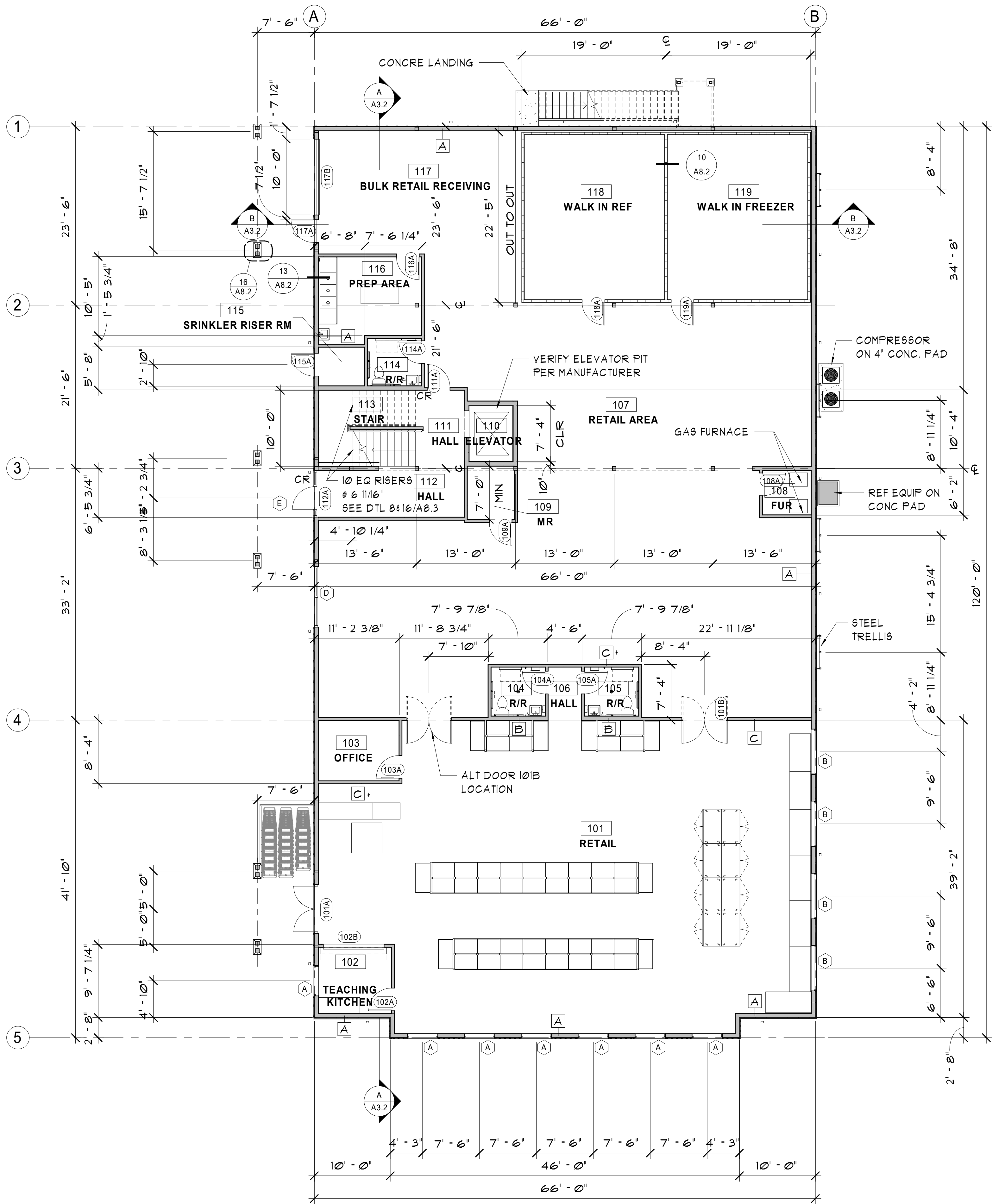
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WALL LEGEND

--- WALLS TO BE REMOVED
— NEW WALLS
— WALLS TO REMAIN



MAIN FLOOR PLAN
1/8" = 1'-0"



TOTAL MAIN FLOOR AREA 7,867 SF
UPPER FLOOR 2,989 SF

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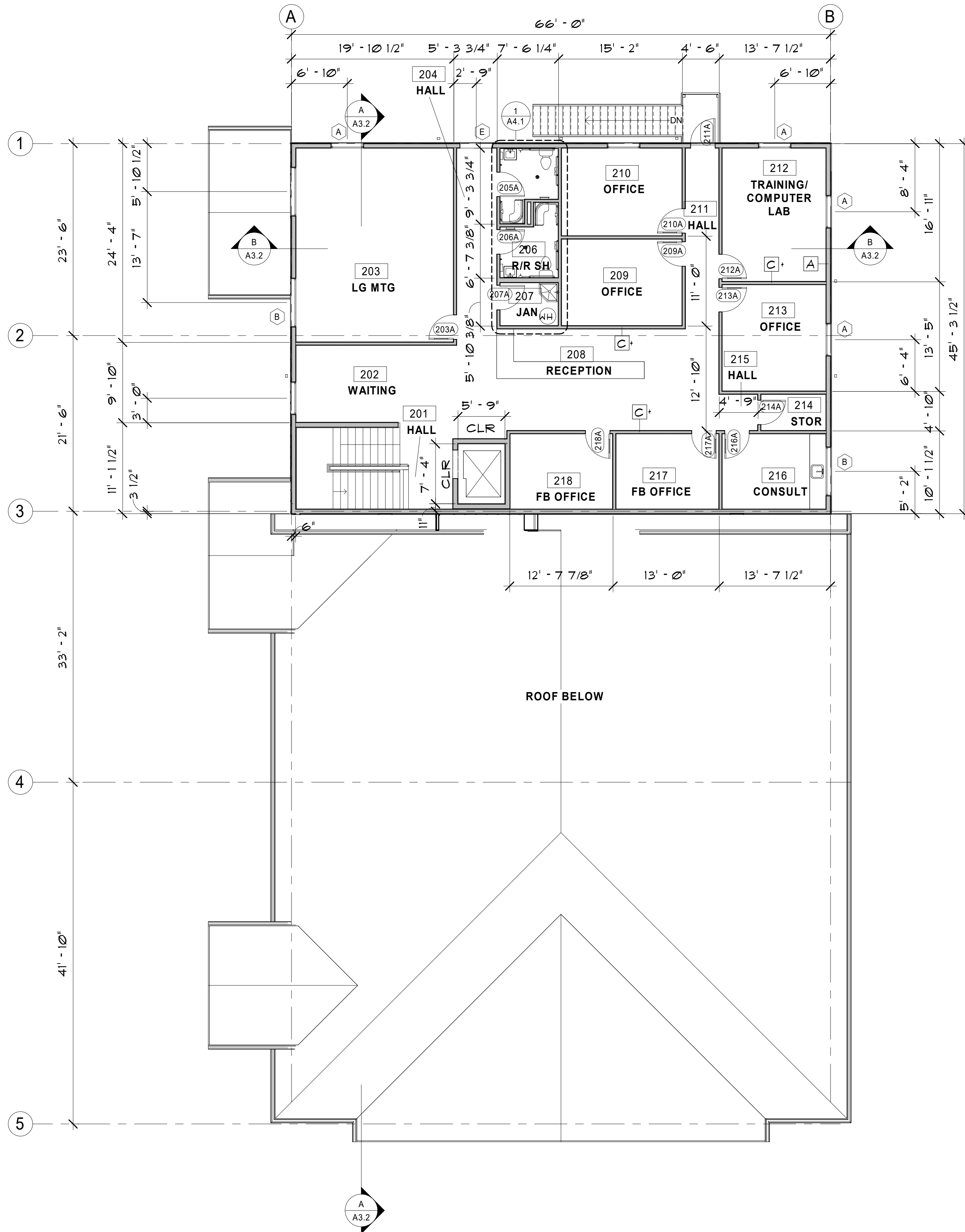
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MARK J. NEAL
STATE OF WASHINGTON

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8021 20TH ST SE, LAKE STEVENS, WA 98258

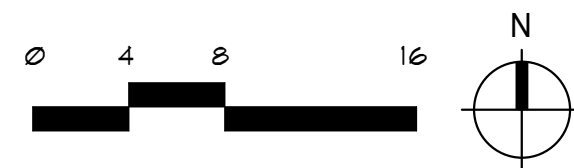
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SECOND FLR
1/8" = 1'-0"



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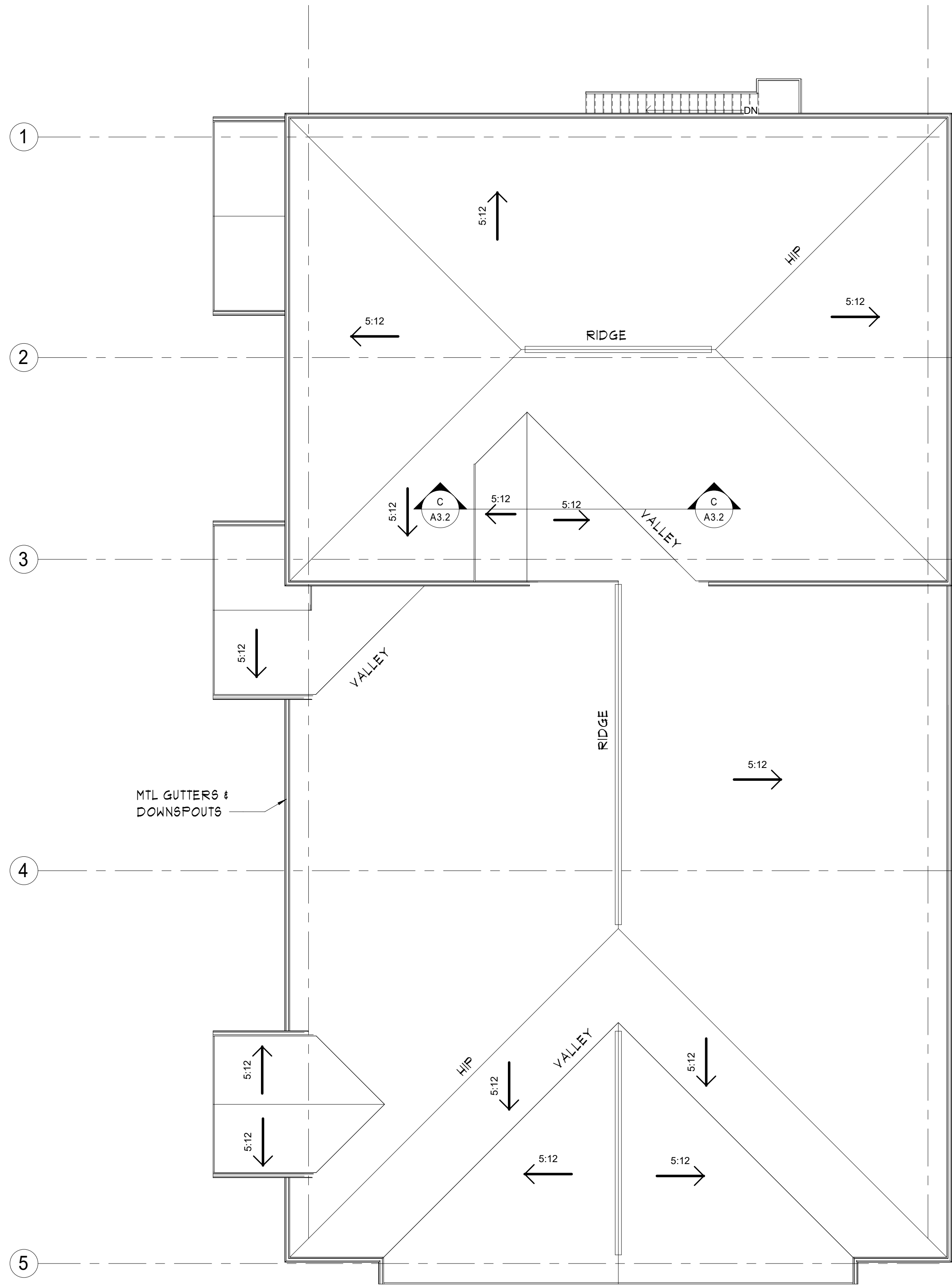
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ROOF PLAN
1/8" = 1'-0"

ATTIC VENTILATION CALCS

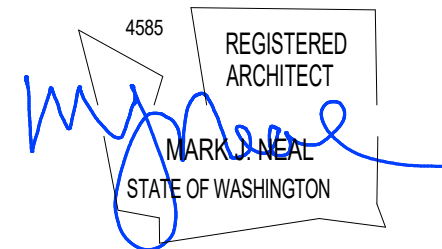
UPPER ROOF:	
ATTIC AREA:	2,986 SF
IBC 1203.2:	/150 = 19 SF REQ'D
EAVE VENTS:	202 LFx.17' = 34 SF PROVIDED
RIDGE VENTS:	20 LFx148/LF = 2 SF PROVIDED
	36 SF > 19 SF, OK
LOWER ROOF:	
ATTIC AREA:	4,880 SF
IBC 1203.2:	/150 = 32 SF REQ'D
EAVE VENTS:	216 LFx.17' = 37 SF PROVIDED
RIDGE VENTS:	58 LFx148/LF = 6 SF PROVIDED
	43 SF > 32 SF, OK

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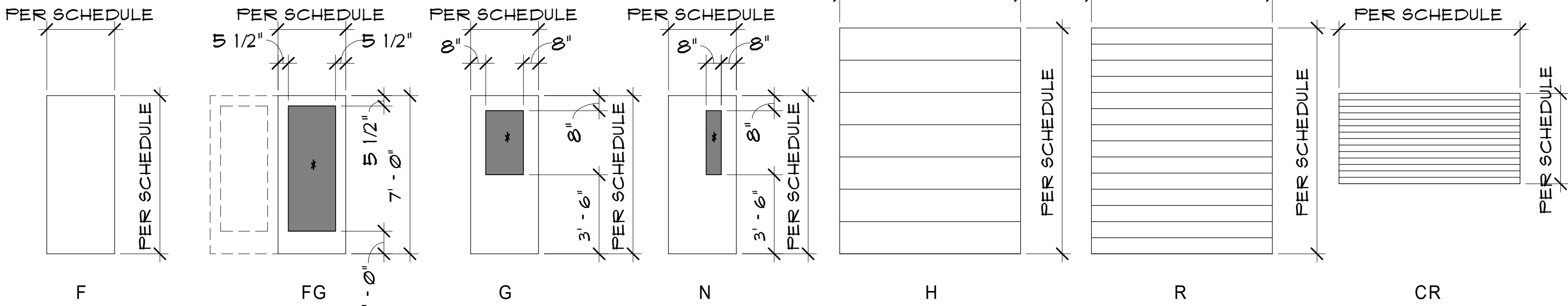


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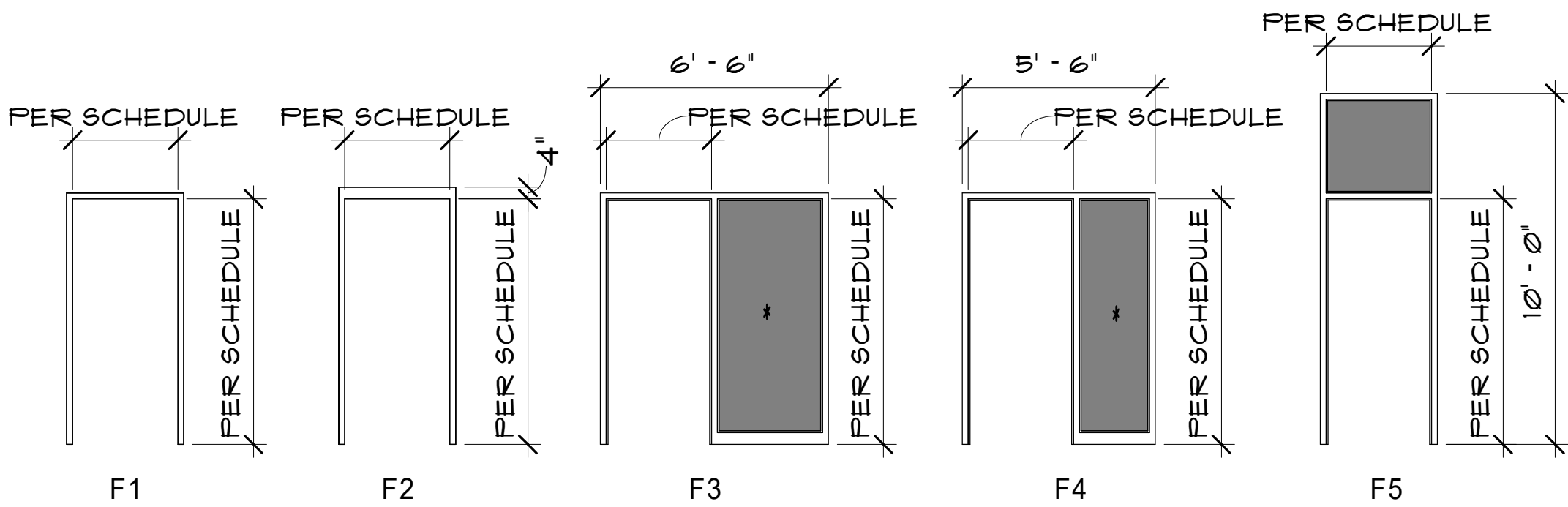
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DOOR ELEVATIONS

1/4" = 1'-0"



DOOR FRAME TYPES

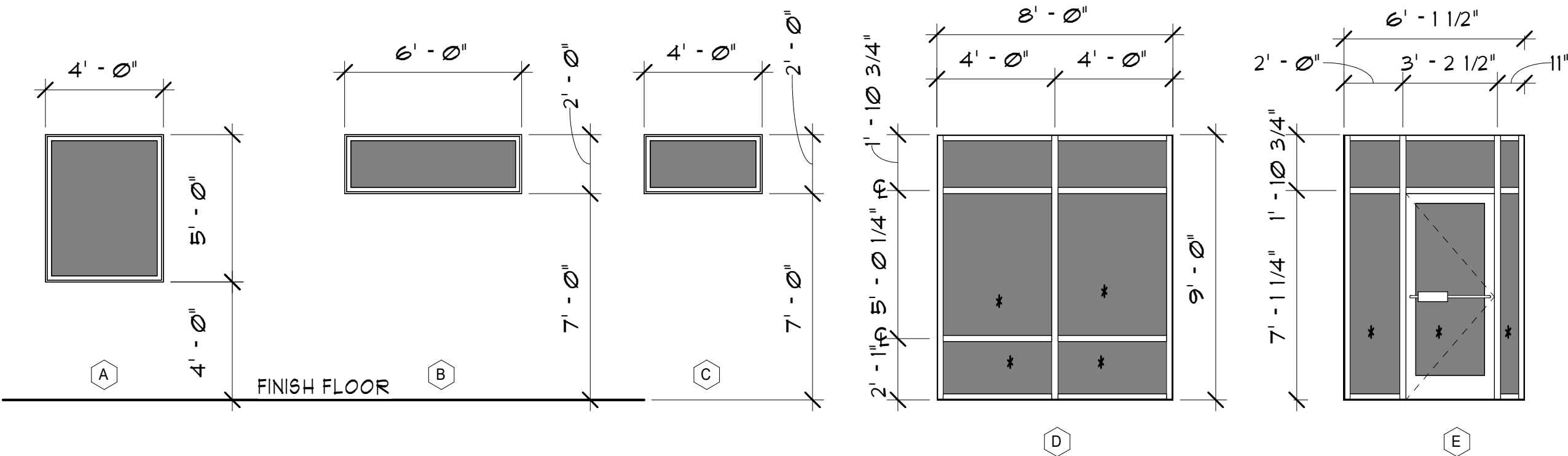
1/4" = 1'-0"

DOOR CONSTRUCTION

TYPE 1 : 18 GA. INSULATED HOLLOW METAL
TYPE 2 : 16 GA. UN-INSULATED HOLLOW METAL
TYPE 3 : SOLID CORE HARDWOOD VENEER
TYPE 4 : PLASTIC LAMINATE VENEER
TYPE 5 : NOT USED
TYPE 6 : ALUMINUM STOREFRONT
TYPE 7 : COILING COUNTER DOOR
TYPE 8 : OVERHEAD SECTIONAL
TYPE 9 : OVERHEAD COILING

DOOR NOTES

- FOR M (MATERIAL) AND F (FINISH) SEE SCHEDULES THIS SHT
- SEE ENERGY NOTES FOR OPAQUE DOOR U-FACTOR
- SEE DIVISION 8 OF SPECIFICATION FOR DOOR AND GLAZING REQUIREMENTS
- SEE SECTION 08 71 00 FOR HARDWARE GROUP REFERENCES
- 'S' SYMBOL INDICATES TEMPERED GLAZING
- 'SP' INDICATES SPANDREL GLASS



WINDOW ELEVATIONS

1/4" = 1'-0"

DOOR SCHEDULE															
DOOR NO.	WIDTH	HEIGHT	DOOR				FRAME			HDWR GRP (SPEC)	DETAIL			LABEL (HR)	COMMENTS
			ELEV	CONST	M	F	TYPE	M	F		JAMB	HEAD	SILL		
101A	6' - 0"	7' - 0"	PR FG	6	M1	2	PR FI	M1	2	SEE SHT A2.6	8/A8.1	7/A8.1		-	
101B	6' - 0"	7' - 0"	NN	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
102A	3' - 0"	7' - 0"	N	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
102B	8' - 0"	4' - 0"	CR	7	M1	2	-	M1	2	SEE SHT A2.6				-	FACE OF WALL MOUNT
103A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
104A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
105A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
108A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
109A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
111A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
112A	3' - 0"	7' - 0"	FG	6	M1	2	-	M1	2	SEE SHT A2.6				-	
114A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
115A	3' - 0"	7' - 0"	F	1	M2	18C	FI	M2	18C	SEE SHT A2.6				-	
116A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1			-	
117A	3' - 0"	7' - 0"	F	1	M2	18C	FI	M2	18C	SEE SHT A2.6	6/A8.1	6/A8.1		-	
117B	10' - 0"	9' - 0"		9	M2	18C	-	M2	18C	SEE SHT A2.6				-	STANDARD ROLL-UP TRACK
118A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	BY REF MANUFR
119A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	BY FRZR MANUFR
203A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
205A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
206A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
207A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
209A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
210A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
211A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
212A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
213A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1	10/A8.1		-	
214A	3' - 0"	7' - 0"	F	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1			-	
216A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1			-	
217A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1			-	
218A	3' - 0"	7' - 0"	G	3	H2	16	FI	J2	16	SEE SHT A2.6	10/A8.1			-	

MATERIALS: NOTE: NOT ALL ITEMS LISTED ARE USED

- | | |
|--------------------------------|--|
| A. CONCRETE | J. SOFTWOOD |
| B. CONCRETE MASONRY UNIT (CMU) | 1. FIR |
| C. BRICK | 2. HEMLOCK |
| D. CEMENTITIONS UNERLAYMENT: | 3. PINE |
| 1. 1 1/4" W/ ACOUSTIC MAT | K. PLYWOOD |
| 2. 1" NOMINAL | L. PARTICLE BOARD |
| E. CEMENT BOARD | M. METAL: |
| F. 5/8" TYPE 'X' GWB | 1. ANODIZED ALUMINUM |
| G. WATER RESISTANT GWB | 2. STEEL |
| H. HARDWOOD: | N. SUSPENDED GRID WITH LAY'IN ACOUSTICAL TILE: |
| 1. OAK | 1. FIBERGLASS |
| 2. BIRCH | 2. MINERAL FIBER |
| 3. ALDER | P. SUSPENDED GRID WITH TILES (1-HR RATED) |
| 4. PANELING | Q. HARDBOARD SIDING |
| 5. MAPLE | R. INSULATION SYSTEM VAPOR BARRIER |

FINISHES: NOTE: NOT ALL ITEMS LISTED ARE USED

- | | |
|---------------------------------------|---|
| 1. NO FINISH | 16. STAIN AND VARNISH |
| 2. PRE-FINISHED' | 17. LATEX PAINT: |
| 3. CONCRETE SEALER, HARDENER | A. FLAT |
| 4. TILE: A. QUARRY | B. SATIN |
| B. MOSIAC | C. SEMI-GLOSS |
| C. CERAMIC | D. GLOSS |
| 5. VINYL COMPOSITION TILE (VCT) | 18. LATEX ENAMEL PAINT: A. FLAT |
| 6. SHEET VINYL / RESILIENT FLOORING | B. SATIN |
| 7. RESILIENT BASE - 4" | C. SEMI-GLOSS |
| 8. LUXURY VINYL PLANK (LVP) | D. GLOSS |
| 9. CARPET | 19. FIBERGLASS REINFORCED PANEL BOARD (FRP) |
| 10. VINYL WALL COVERING | MIN. 48" HIGH |
| 11. GLASSBOARD | 20. RUBBER FLOORING |
| 12. PLASTIC LAMINATE | 21. EPOXY PAINT |
| 13. FIRE TAPING | 22. PIGMENTED CONCRETE |
| 14. FINISH TAPING, TEXTURE | 23. WALL CARPET |
| 15. ACOUSTICAL CEILING TILE (GLUE-ON) | 24. FABRIC / INSULATION |
| | 25. RESINOUS FLOORING |
| | 26. DIAMOND POLISHED PIGMENTED CONCRETE |
| | 27. STAINLESS STEEL CLADDING |

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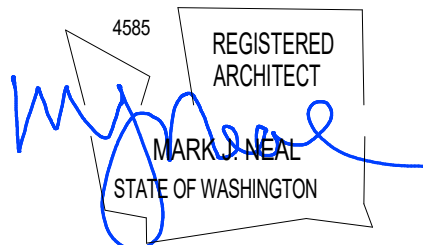
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REVISIONS	BY
1 Re-design	08-11-2022 HE



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PART 2 PRODUCTS

2.1 DOOR HARDWARE

- A. Hinge Manufacturers:
- Hager Companies.
 - Bommer Industries Inc.
 - McKinney MPB Hinges by Assa Abloy
 - Substitutions: Permitted with approval of the Architect per Section 01 60 00.
- B. Lockset, Latch Set, and Cylinder Manufacturers:
- Yale.
 - Schlage Lock Co.
 - Best.
 - Sargent 10 Line
 - Hager Companies
 - Substitutions: Permitted with approval of the Architect per Section 01 60 00.
- C. Exit Device Manufacturers:
- Yale.
 - Von Duprin, Inc.
 - Sargent 8800
 - Substitutions: Permitted with approval of the Architect per Section 01 60 00.
- D. Closers Manufacturers:
- Norton.
 - LCN Closers.
 - Hager Companies
 - Substitutions: Permitted with approval of the Architect per Section 01 60 00.
- E. Seals and Thresholds
- Pemko
 - National Guard Products Inc.
 - Reese Industries
 - Ultra Industries
 - Substitutions: Permitted with approval of the Architect per Section 01 60 00.

3.3 SCHEDULE

- A. The following hardware sets are intended to establish type and standard of quality when used together with this section's requirements. Examine Drawings and Specifications and furnish proper hardware for door openings.
- B. Manufacturers:
- | | |
|-------------------------|-----------------|
| HINGES | HAGER |
| EXIT DEVICES | YALE |
| CLOSERS | NORTON |
| LOCKS & LATCHES | YALE |
| FLUSH BOLTS | HAGER |
| STOPS | HAGER |
| PUSH-PULLS | HAGER, TRIMCO |
| THRESHOLDS | PEMKO |
| SWEEPS | PEMKO |
| SEALS | PEMKO |
| DEAD BOLTS | SCHLAGE |
| SILENCERS | TRIMCO |
| ELECTRIC POWER TRANSFER | YALE |
| POWER CONTROLLER | YALE, PRECISION |
| ELECTRIC STRIKES | HES INNOVATIONS |
| OVERHEAD STOPS | ABH |
- C. Hardware Groups:

HARDWARE GROUP # 1

DOORS # 101A, 117A
EACH TO RECEIVE:
Aluminum manufacturer's standard, with Panic Device, lock, push/pull, hinges, weatherstripping, threshold, sweep. Clear anodized.

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18465

Door Hardware
08 71 00-5

HARDWARE GROUP # 2

DOOR # 121A, 123A
EACH TO RECEIVE:

3 Hinges	FBB 179 4 ½ x 4 ½	626	ST
1 Touchscreen Access Lock	MO 5304LN MO-E4761LN	626	YA
1 Closer	QDC 115		Silver Paint SH
1 Weatherstripping	305 CR head & jambs		
1 Floor Stop	Hager 252F		
1 Door Bottom	315 CN		
1 Threshold	172A x MSES10		

HARDWARE GROUP # 3

DOORS # 103A, 109A
EACH TO RECEIVE:

3 Hinges	FBB 179 4 ½ x 4 ½	626	ST
1 Latchset	MO 5301 LN	626	YA
1 Wallstop	1270WV		TR

HARDWARE GROUP # 4

DOORS # 104A, 105A, 107A, 108A, 118A
EACH TO RECEIVE:

3 Hinges	FBB 179 4 ½ x 4 ½	626	ST
1 Lockset	MO 5304 LN	626	YA
1 Wallstop	1270WV		TR

HARDWARE GROUP # 5

DOORS # 103B, 109B
EACH TO RECEIVE:

3 Hinges	FBB 179 4 ½ x 4 ½	626	ST
1 Lockset	MO 5304 LN	626	YA
1 Closer	QDC 115		Silver Paint ST
1 Wallstop	1270WV		TR

HARDWARE GROUP # 6

DOORS # 112A, 113A, 114A, 115A
EACH TO RECEIVE:

3 Hinges	FBB 179 4 ½ x 4 ½	626	ST
1 Lockset	MO 5302 LN	626	YA
1 Wallstop	1270WV		TR

HARDWARE GROUP # 7

DOORS # 111A, 116A
EACH TO RECEIVE:

3 Hinges	FBB 179 4 ½ x 4 ½	626	ST
1 Lockset	MO 5308 LN	626	YA
1 Wallstop	1270WV		TR

HARDWARE GROUP # 8

DOOR # 117B
EACH TO RECEIVE:

6 Double-Acting Hinges	30293603	626	TR
4 Push Plates	1001-11 (8" x 16")	626	TR
4 Kick Plates	K0050 (36" x 16")	626	TR

HARDWARE GROUP # 9

DOORS # 110A, 110B
EACH TO RECEIVE:

3 Hinges	FBB 179 4 ½ x 4 ½	626	ST
1 Latchset	MO 5301 LN	626	YA
1 Deadbolt (cylinder x thumbturn)	D212 (Rm #110 Side)	626	YA
1 Closer	QDC 115		Silver Paint ST
1 Wallstop	1270WV		TR

HARDWARE GROUP # 10

DOORS # 119A, 120A
EACH TO RECEIVE:
Manufacturers door hardware (Walk-in cooler / freezer)

ROOM FINISH SCHEDULE

ROOM NO	Name	FLOOR	FLOOR	BASE	WALLS								CABINET	COUNTER	REMARKS	
		M	F		NORTH		EAST		SOUTH		WEST					
					M	F	M	F	M	F	M	F				
101	RETAIL	A	3	7	F		17B	F	17B	F	17B	F	17B			
102	TEACHING KITCHEN	A	6	7	F		17B	F	17B	F	17B	F	17B			
103	OFFICE	A	9	7	F		17B	F	17B	F	17B	F	17B			
104	R/R	A	6	7 (1)	G		17C	G	17C/12	G	17C/12	G	17C/12			
105	R/R	A	6	7 (1)	G		17C	G	17C/12	G	17C/12	G	17C/12			
106	HALL	A	3	7	F		17B	F	17B	-	-	F	17B			
107	RETAIL AREA	A	3	7	F		17B	F	17B	F	17B	F	17B			
108	FUR	A	3	7	F		17B	F	17B	F	17B	F	17B			
109	MR	A	3	7	F		13	F	13	F	13	F	13			
110	ELEVATOR	A	3	7	F		13	F	13	F	13	F	13			
111	HALL	A	3	7	F		17B	F	17B	F	17B	F	17B			
112	HALL	A	3	7	F		17B	F	17B	F	17B	F	17B			
113	STAIR	A	6	7	F		17B	F	17B	F	17B	F	17B			
114	R/R	A	6	7 (1)	G		17C	G	17C/12	G	17C/12	G	17C/12			VYNIL TREADS, RISER, SKIRT
115	SRINKLER RISER RM	A	3	7	F		17B	F	17B	F	17B	F	17B			
116	PREP AREA	A	6	7	F		17C	F	17C	F	17C	G	17C			
117	BULK RETAIL RECEIVING	A	3	7	F/M		17B/2	M	2	F	17B	F	17B			MODULAR PANELS
118	WALK IN REF	A	3	-	M	2	M	2	M	2	M	2				MODULAR WALL PANELS
119	WALK IN FREEZER	A	3	-	M	2	M	2	M	2	M	2				MODULAR WALL PANELS
201	HALL	K	6	7	F		17B	F	17B	F	17B	F	17B			
202	WAITING	K	6	7	F		17B	-	-	F	17B	F	17B			
203	LG MTG	K	9	7	F		17B	F	17B	F	17B	F	17B			
204	HALL	K	6	7	F		17B	F	17B	-	-	F	17B			
205	R/R SH	K	6	7 (1)	G		17C/12	G	17C/12	G	17C/12	G	17C/12			
206	R/R SH	K	6	7 (1)	G		17C/12	G	17C/12	G	17C/12	G	17C/12			
207	JAN	K	6	7	G		17C/12	G	17C/12	G	17C	G	17C			
208	RECEPTION	K	9	7	F		17B	F	17B	F	17B	F	17B			
209	OFFICE	K	9	7	F		17B	F	17B	F	17B	F	17B			
210	OFFICE	K	9	7	F		17B	F	17B	F	17B	F	17B			
211	HALL	K	6	7	F		17B	F	17B	-	-	F	17B			
212	TRAINING/ COMPUTER LAB	K	9	7	F		17B	F	17B	F	17B	F	17B			
213	OFFICE	K	9	7	F		17B	F	17B	F	17B	F	17B			
214	STOR	K	6	7	F		17B	F	17B	F	17B	F	17B			
215	HALL	K	6	7	F		17B	F	17B	F	17B	F	17B			
216	CONSULT	K	9	7	F		17B	F	17B	F	17B	F	17B			
217	FB OFFICE	K	9	7	F		17B	F	17B	F	17B	F	17B			
218	FB OFFICE	K	9	7	F		17B	F	17B	F	17B	F	17B			

MATERIALS: NOTE: NOT ALL ITEMS LISTED ARE USED

- | | |
|--------------------------------|--|
| A. CONCRETE | J. SOFTWOOD |
| B. CONCRETE MASONRY UNIT (CMU) | 1. FIR |
| C. BRICK | 2. HEMLOCK |
| D. CEMENTITIONS UNERLAYMENT: | 3. FINE |
| 1. 1 1/4" W/ ACOUSTIC MAT | K. PLYWOOD |
| 2. 1" NOMINAL | L. PARTICLE BOARD |
| E. CEMENT BOARD | M. METAL: |
| F. 5/8" TYPE 'X' GWB | 1. ANODIZED ALUMINUM |
| G. WATER RESISTANT GWB | 2. STEEL |
| H. HARDWOOD: | N. SUSPENDED GRID WITH LAY-IN ACOUSTICAL TILE: |
| 1. OAK | 1. FIBERGLASS |
| 2. BIRCH | 2. MINERAL FIBER |
| 3. ALDER | P. SUSPENDED GRID WITH TILES (1-HR RATED) |
| 4. PANELING | Q. HARDBOARD SIDING |
| 5. MAPLE | R. INSULATION SYSTEM VAPOR BARRIER |

ROOM FINISH SCHEDULE GENERAL NOTES

- SEE REFLECTED CEILING PLAN
- CEILING HT. NOTED IS +/- NOMINAL
- ' SEE PLAN FOR VARIOUS FLOOR FINISHES
- SEE INTERIOR ELEVATIONS FOR MIRRORS & VARIOUS WALL FINISHES
- (E) DENOTES EXISTING CONDITION
- (V) OR 'VARIES' DENOTES VARIATION IN CEILING HEIGHT - SEE SECTIONS, DETAILS

ROOM FINISH SCHEDULE KEY NOTES

- ① TYPICAL WALL BASE TO BE 4" HIGH EXCEPT 6" @ R.R.'S

GWB FINISH SCHEDULE

- SEE SPEC SECTION 09 2116 FOR LEVELS OF FINISH DESCRIPTION.
- LEVEL TWO FINISH: CONCEALED AREAS OF WALLS SCHEDULED TO RECEIVE FRP, CERAMIC TILE, OR OTHER APPLIED MATERIALS.
- LEVEL THREE FINISH: MECHANICAL, STORAGE, AND UTILITY AREAS.
- LEVEL FOUR FINISH: ALL GWB TO RECEIVE TEXTURE UNLESS SPECIFICALLY NOTED OTHERWISE ABOVE.

FINISH MATERIAL NOTES

- SEE REFLECTED CEILING PLAN FOR CEILING FINISHES AND HEIGHTS
- SEE INTERIOR ELEVATIONS FOR ACCESSORIES AND VARIOUS WALL FINISHES
- PROVIDE FLOOR TRANSITION STRIPS BETWEEN DISSIMILAR FLOORING MATERIALS. SEE SPECIFICATION.
- PROVIDE MTL J-TRIM AND CAULK JOINT AT ALL EXPOSED GWB EDGES ADJACENT TO DISSIMILAR MATERIALS.

FINISHES: NOTE: NOT ALL ITEMS LISTED ARE USED

- | | |
|---------------------------------------|---|
| 1. NO FINISH | 16. STAIN AND VARNISH |
| 2. PRE-FINISHED' | 17. LATEX PAINT: |
| 3. CONCRETE SEALER, HARDENER | A. FLAT |
| 4. TILE: A. QUARRY | B. SATIN |
| B. MOSIAC | C. SEMI-GLOSS |
| C. CERAMIC | D. GLOSS |
| 5. VINYL COMPOSITION TILE (VCT) | 18. LATEX ENAMEL PAINT: A. FLAT |
| 6. SHEET VINYL / RESILIENT FLOORING | B. SATIN |
| 7. RESILIENT BASE - 4" | C. SEMI-GLOSS |
| 8. LUXURY VINYL PLANK (LVP) | D. GLOSS |
| 9. CARPET | 19. FIBERGLASS REINFORCED PANEL BOARD (FRP) |
| 10. VINYL WALL COVERING | MIN. 48" HIGH |
| 11. GLASSBOARD | 20. RUBBER FLOORING |
| 12. PLASTIC LAMINATE | 21. EPOXY PAINT |
| 13. FIRE TAPING | 22. PIGMENTED CONCRETE |
| 14. FINISH TAPING, TEXTURE | 23. WALL CARPET |
| 15. ACOUSTICAL CEILING TILE (GLUE-ON) | 24. FABRIC / INSULATION |
| | 25. RESINOUS FLOORING |
| | 26. DIAMOND POLISHED PIGMENTED CONCRETE |
| | 27. STAINLESS STEEL CLADDING |

ABBREVIATIONS

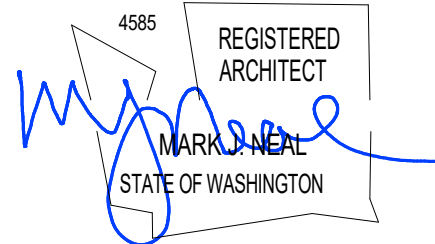
CONC	CONCRETE
CMU	CONCRETE MASONRY UNIT
EXIST	EXISTING
GWB	GYPSUM WALLBOARD
OFW	OPERABLE WALL
SLR	SEALER
TBD	TO BE DETERMINED
WD	WOOD
WRGWB	WATER-RESISTANT GWB
FPLY	FIRE-TREATED PLYWOOD

REVISIONS	BY
1 Re-design	08-11-2022 HE

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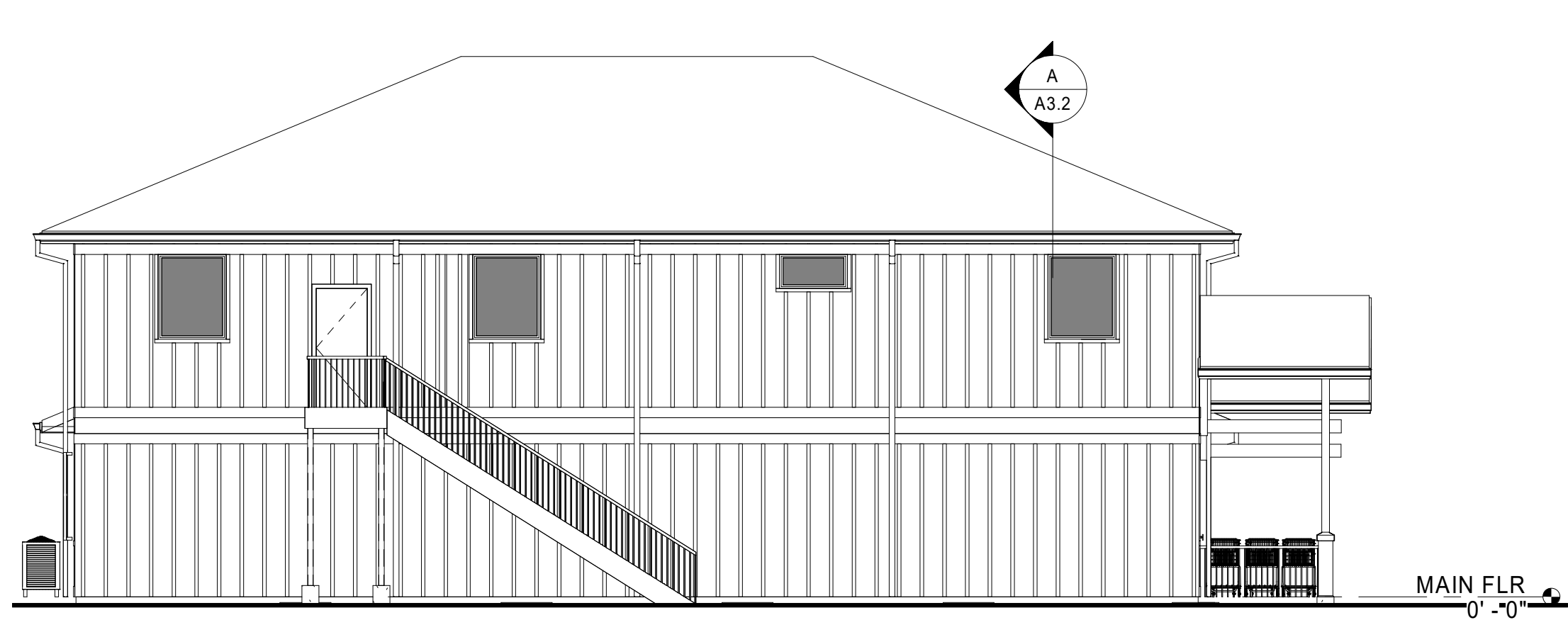
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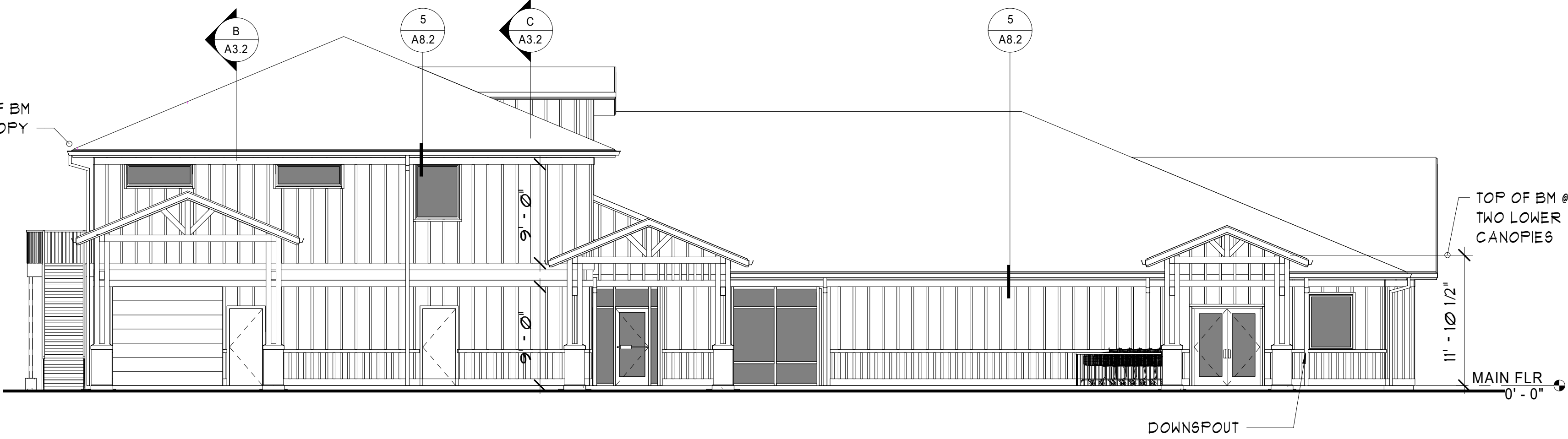
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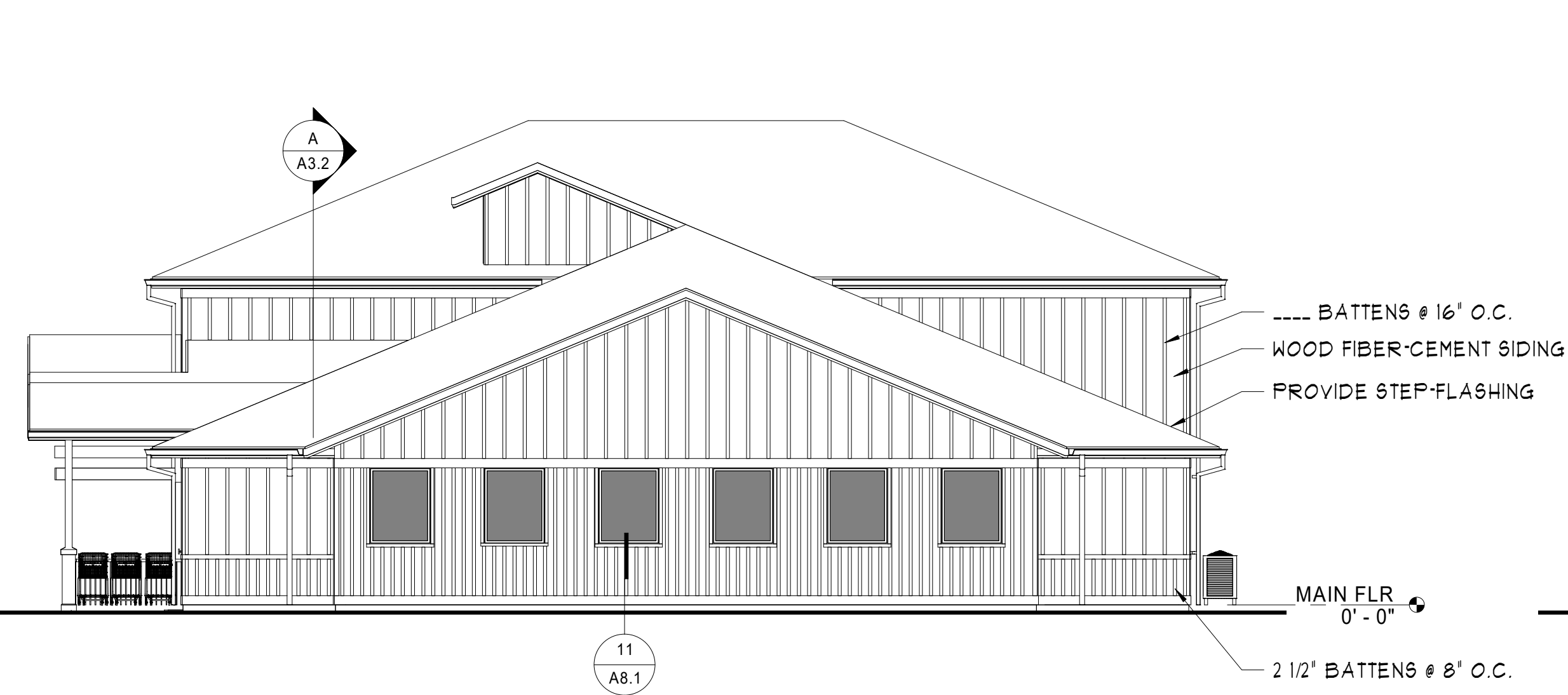
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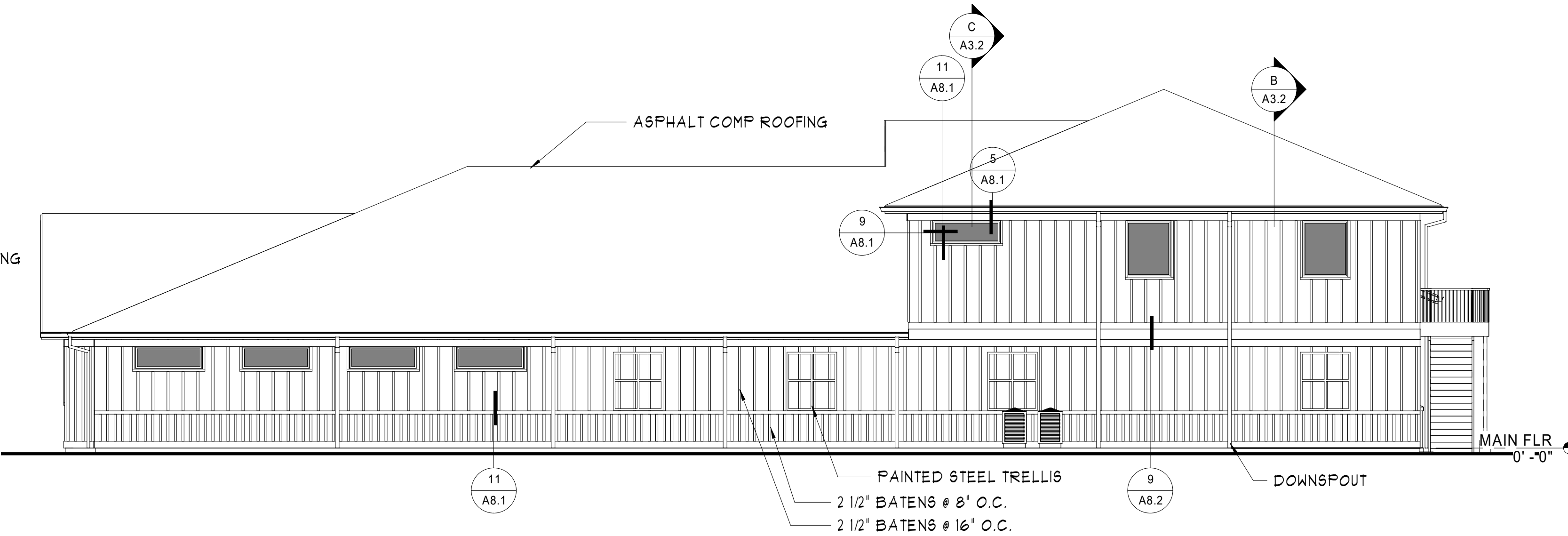
NORTH ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



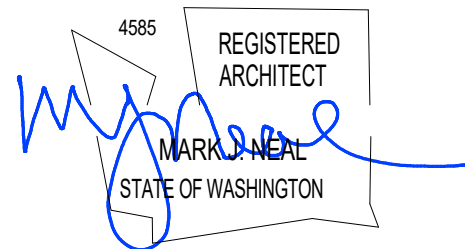
EAST ELEVATION
1/8" = 1'-0"

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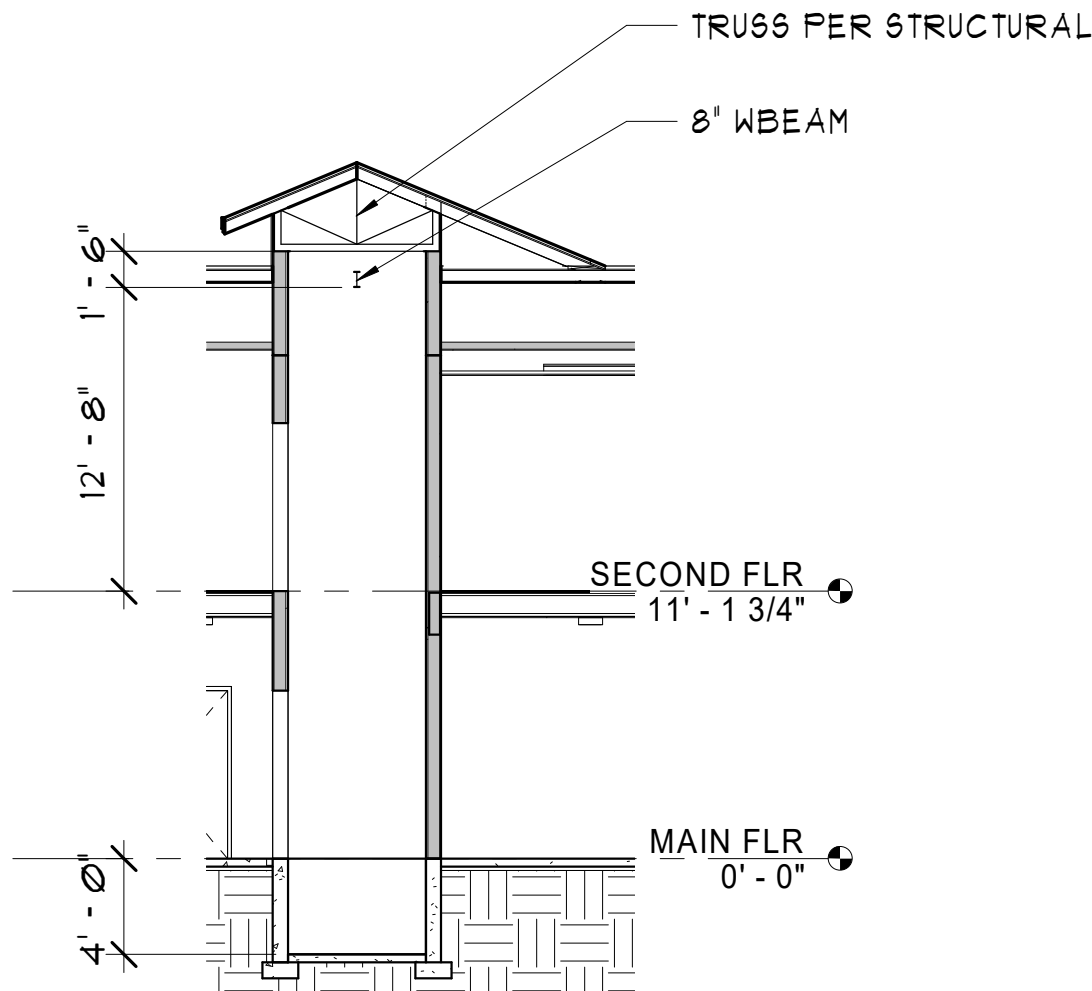
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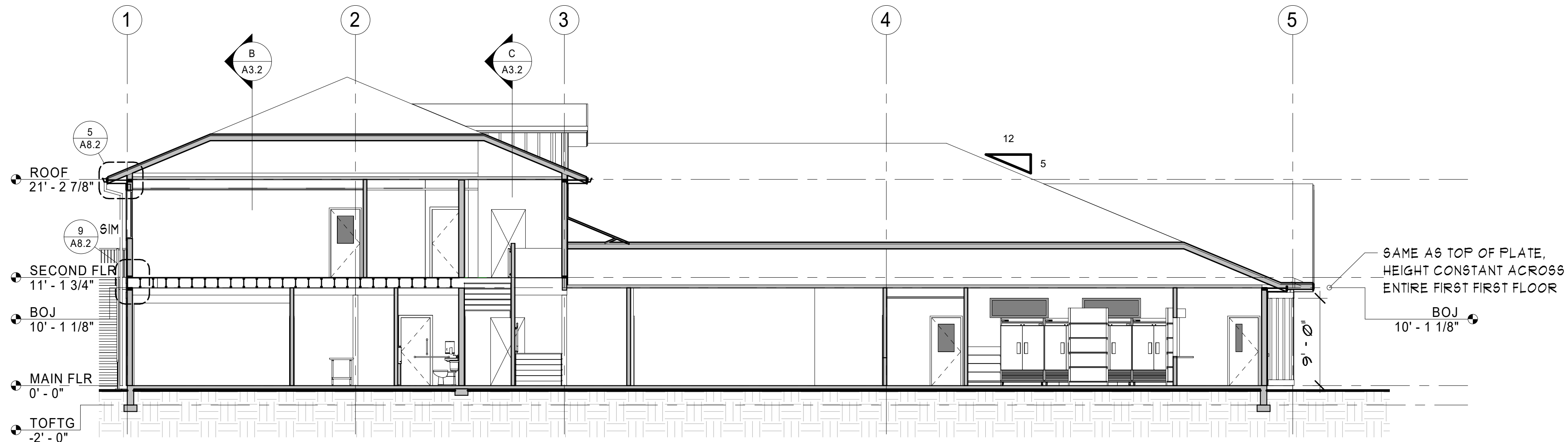
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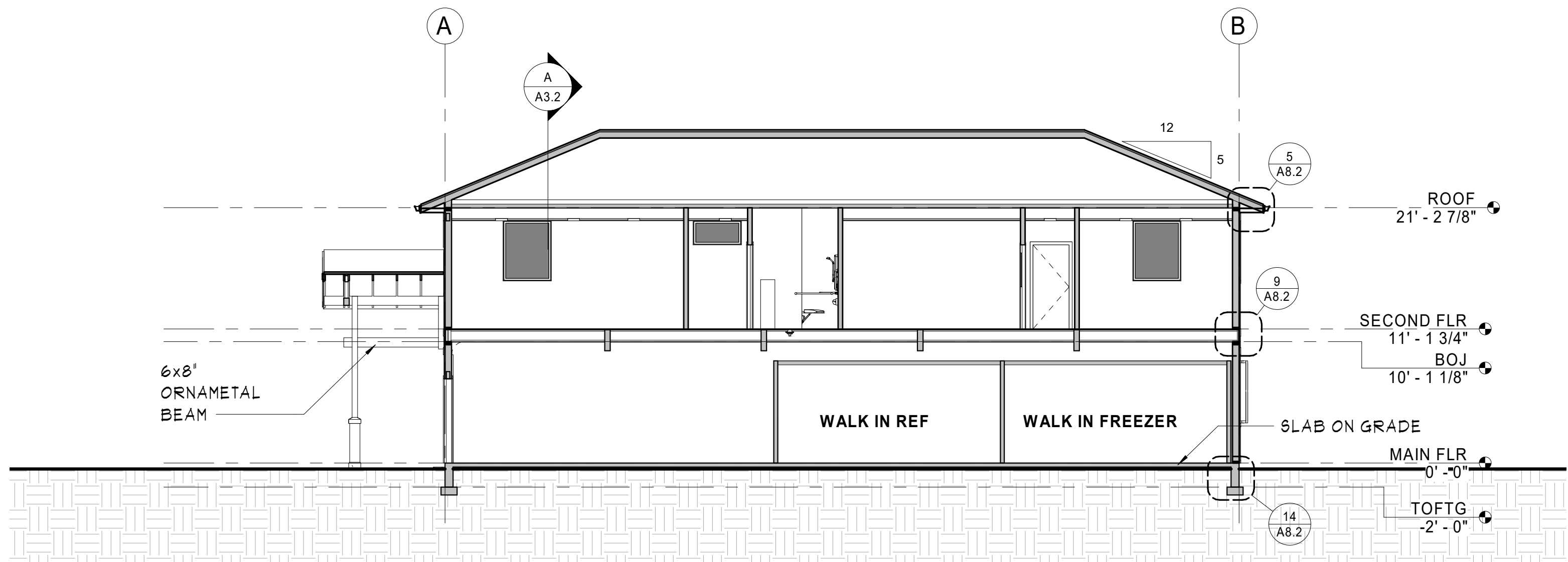
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ELEVATOR SECTION C-C
1/8" = 1'-0"



SECTION A-A
1/8" = 1'-0"



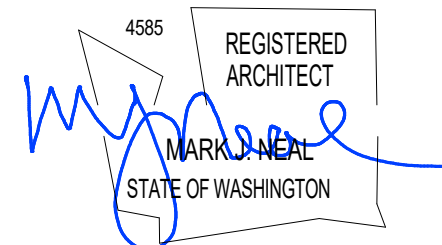
SECTION B-B
1/8" = 1'-0"

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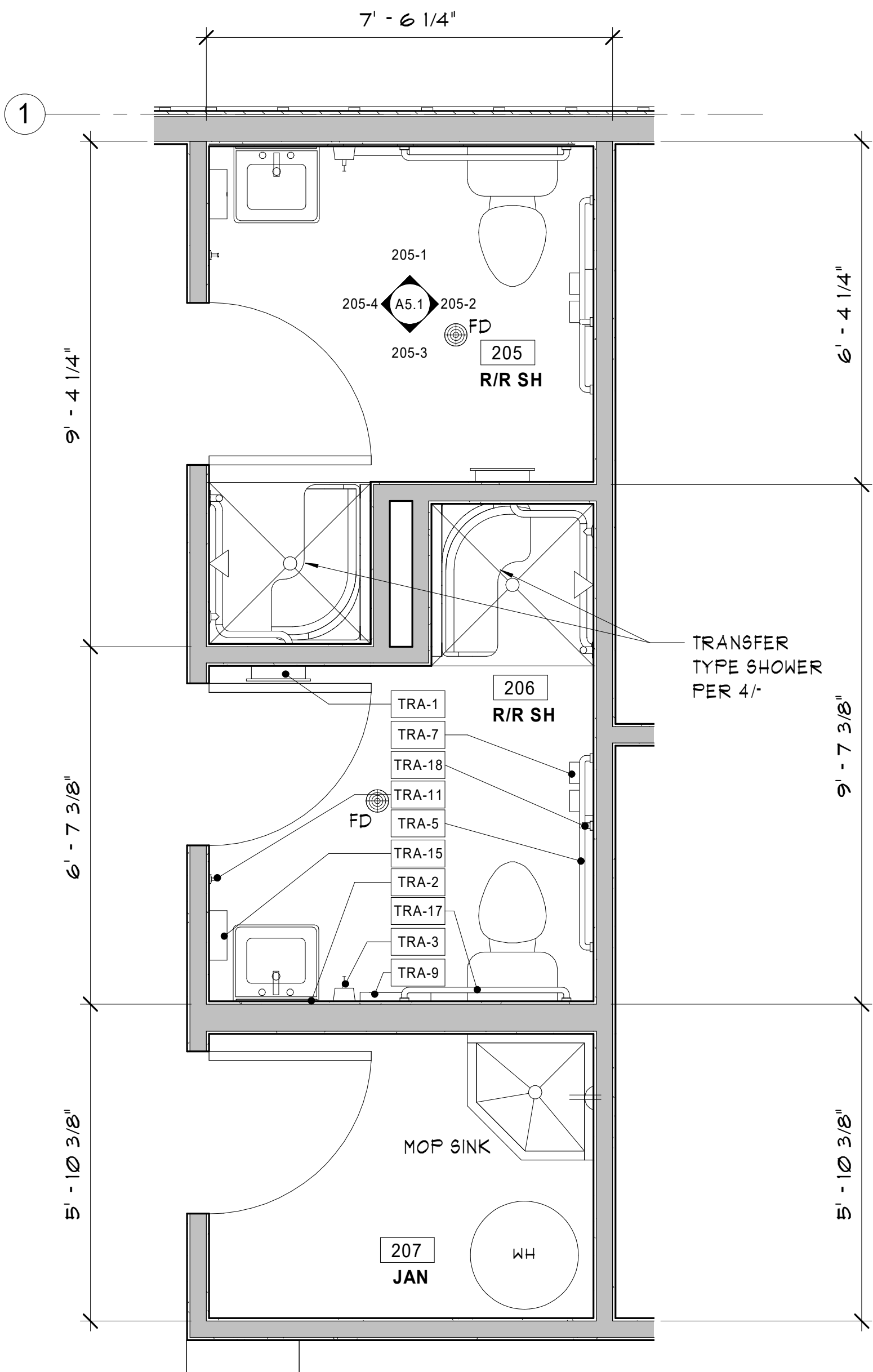
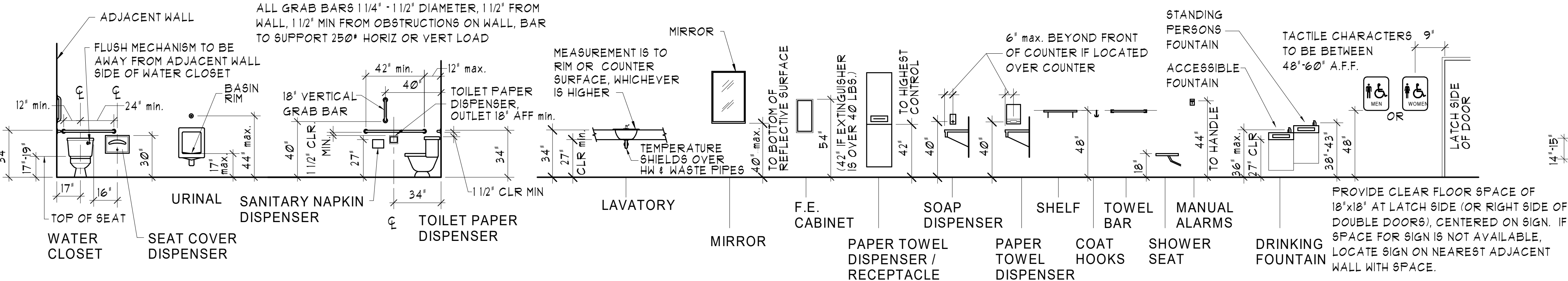
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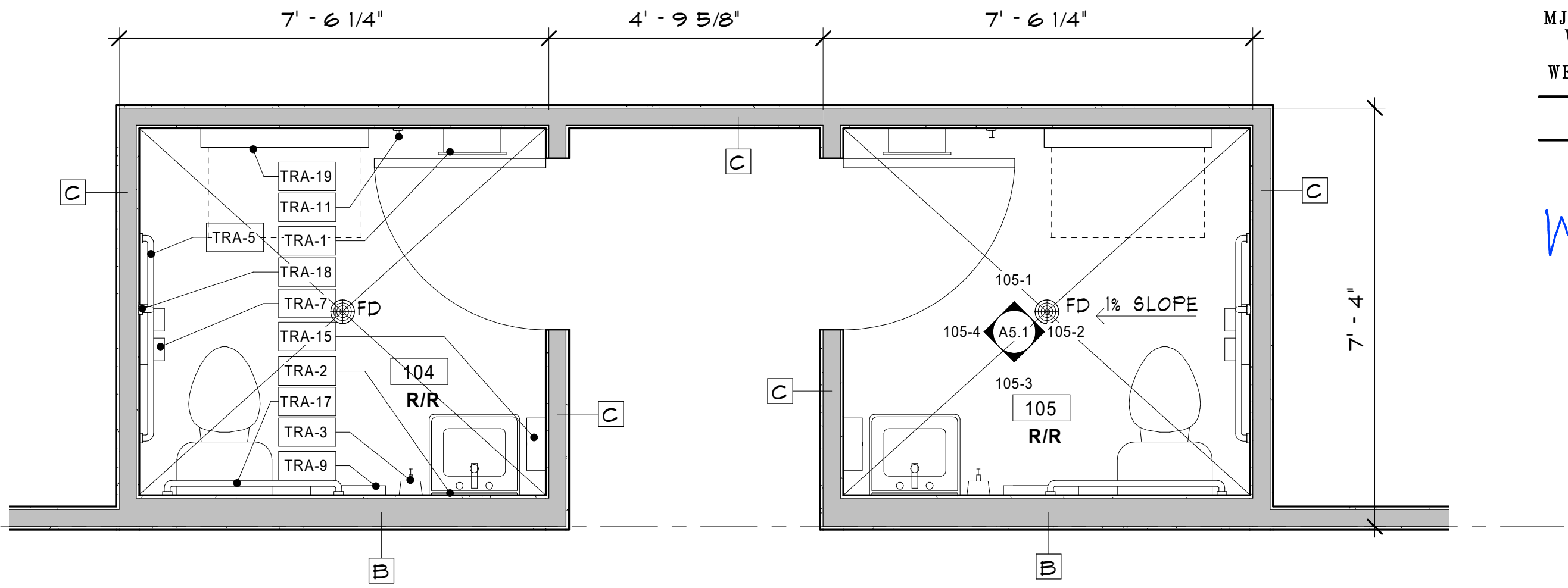
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3 ACCESSIBLE MOUNTING HEIGHTS
1/4" = 1'-0"



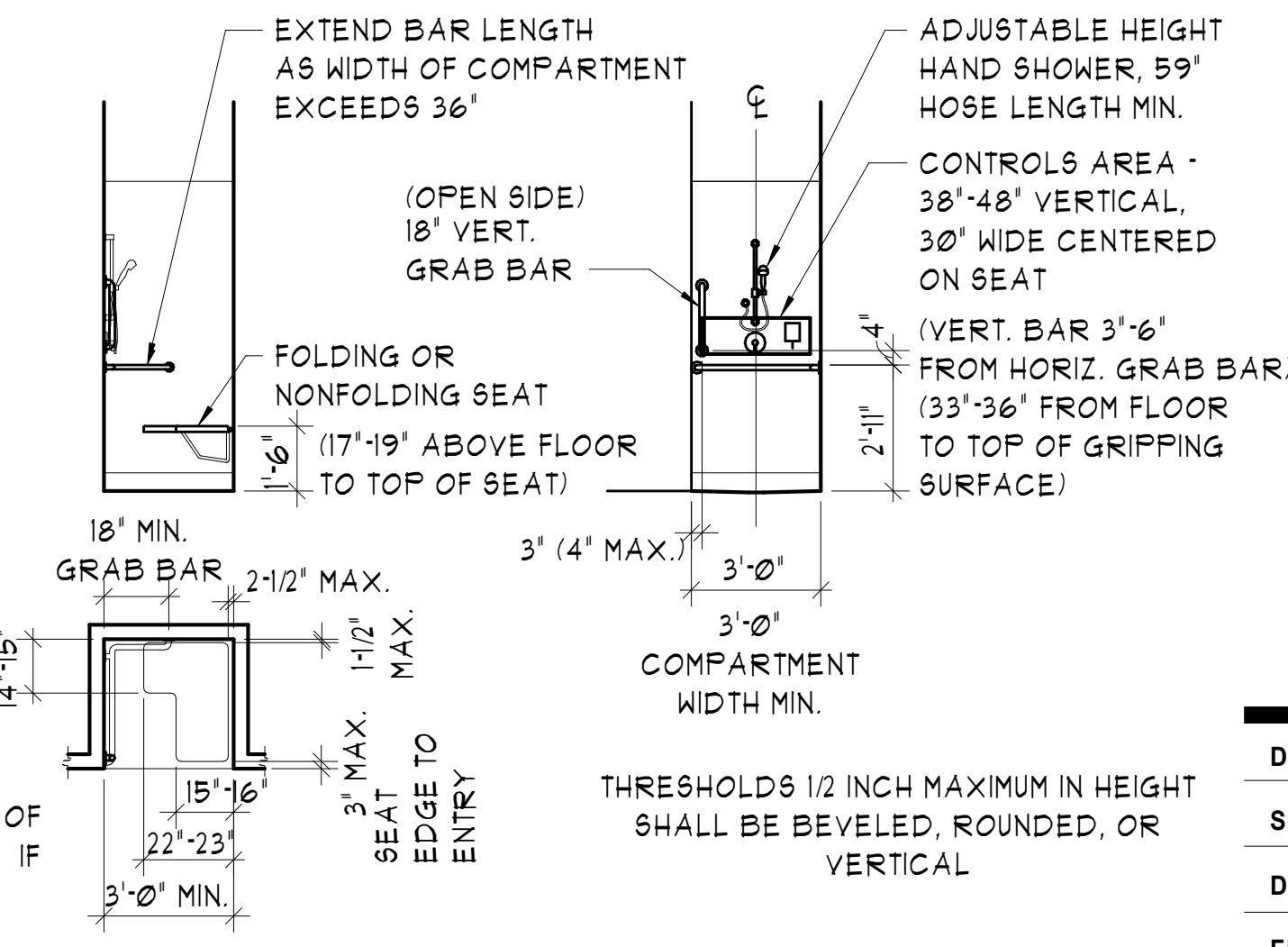
2 TOILET RM ACCESSORIES PLAN
1/2" = 1'-0"



TOILET RM. ACCESSORIES SCHEDULE		
MARK	ITEM	MODEL (BRADLEY, UNO)
TRA-1	WASTE RECEPTACLE	3157-10
TRA-2	MIRROR	780-1836 (18"x36")
TRA-3	SOAP DISPENSER	6562
TRA-4	STAINLESS STEEL SHELF	NOT USED
TRA-5	GRAB BAR	812 001-42
TRA-6	RECESSED MULTI-ROLL TOILET TISSUE DISPENSER	NOT USED
TRA-7	SURFACE MOUNTED MULTI-ROLL TOILET PAPER DISPENSER	5126
TRA-8	SANITARY NAPKIN DISPOSAL	OFOI
TRA-9	SURFACE TOILET SEAT COVER DISPENSER	5831
TRA-10	FOLD DOWN SHELF	NOT USED
TRA-11	COAT HOOK	9114
TRA-12	ROBE HOOK	NOT USED
TRA-13	SHOWER CURTAIN AND ROD	NOT USED
TRA-14	MOP HOLDER	NOT USED
TRA-15	SURFACE MOUNTED PAPER TOWEL DISPENSER	250-15
TRA-16	COMBINATION TOWEL DISPENSER/ WASTE CONTAINER	NOT USED
TRA-17	GRAB BAR	812 001-36
TRA-18	GRAB BAR	812 001-30
TRA-19	BABY CHANGING TABLE	KB200-05 (KOALA KARE)

NOTE:
NOT ALL ITEMS ARE USED.
SEE SPECIFICATION 10 28 00 FOR TOILET ACCESSORIES

4 TRANSFER TYPE SHOWER DETAIL
1/4" = 1'-0"



REVISIONS

BY

1 Re-design 08-11-2022 HE

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ASSOCIATES

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4585

REGISTERED

ARCHITECT

MARK J. NEAL

STATE OF WASHINGTON

NEW BUILDING FOR:

FOOD BANK

8021 20TH ST SE, LAKE STEVENS, WA 98258

Date: 2019-04-17

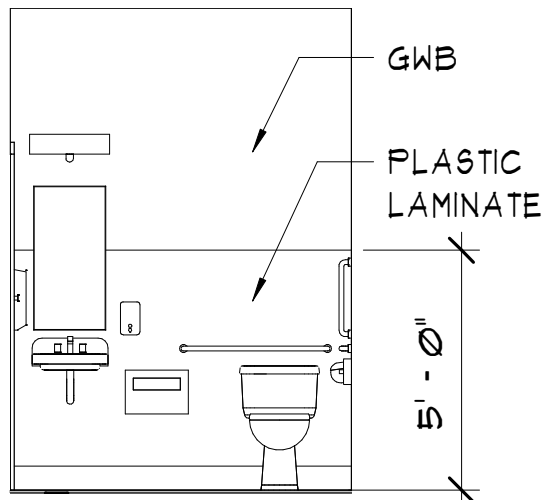
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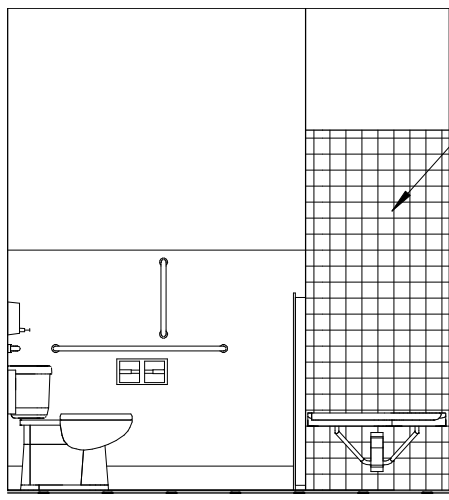
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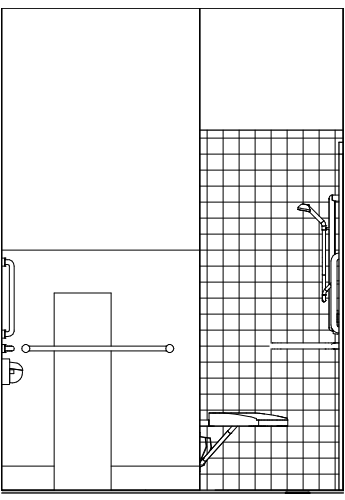


205-1
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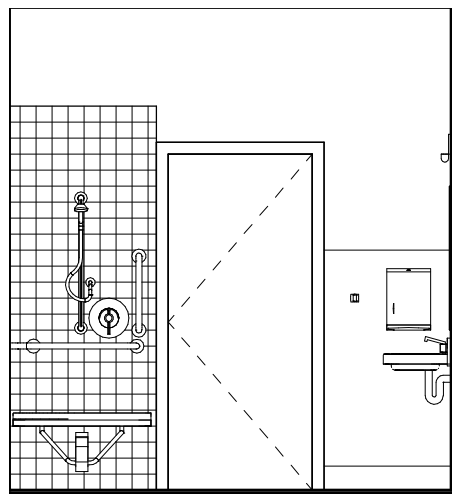


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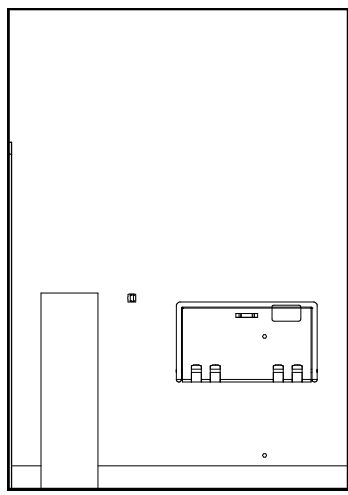
TRANSFER TYPE
SHOWER SEE
DETAIL 4/A4.1



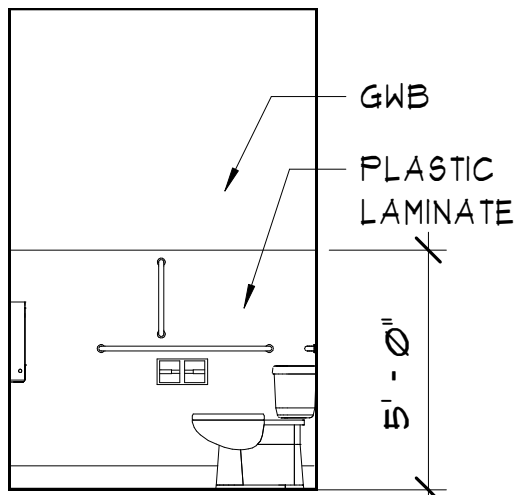
205-3
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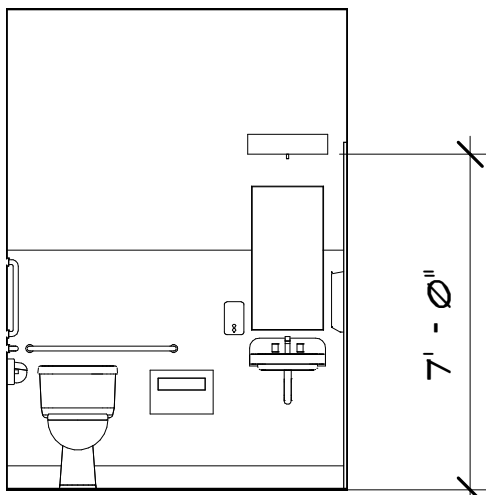
205-4
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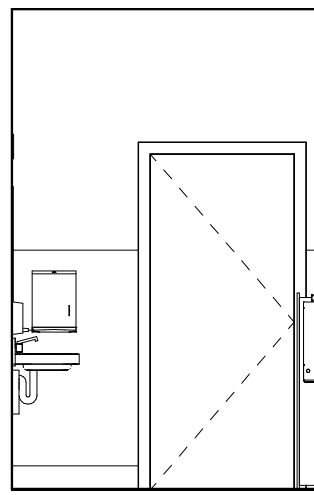
105-1
1/4" = 1'-0"



105-2
1/4" = 1'-0"



105-3
1/4" = 1'-0"



105-4
1/4" = 1'-0"

NOTES:

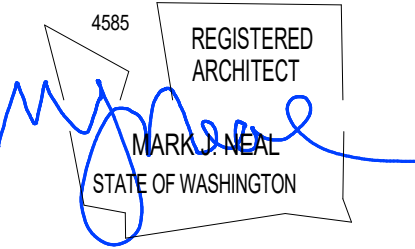
1). SEE ACCESSIBLE MOUNTING HTS, A4.1

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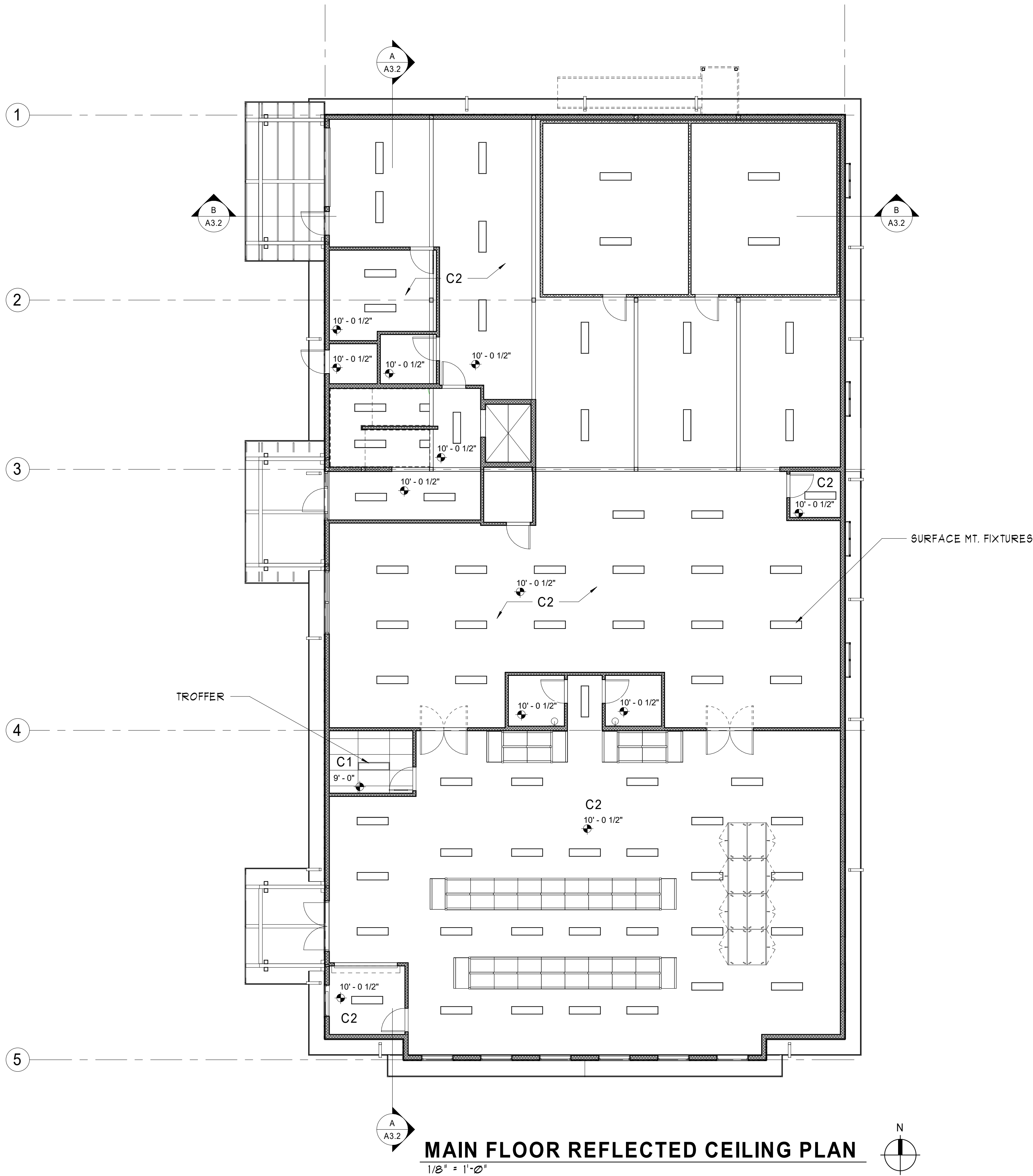


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A5.1



MAIN FLOOR REFLECTED CEILING PLAN

1/8" = 1'-0"

CEILING LEGEND

POWER, LIGHTING AND MECHANICAL
PLANS TO BE BIDDER DESIGN

- SUPPLY AIR
- RETURN AIR
- EXHAUST AIR

- INDICATES EMERGENCY LIGHTING
- INDICATES ARROW DIRECTION
- EXIT SIGN
- INDICATES WALL MOUNT

- BOTTOM SURFACE OF CEILING REFERENCE
- FULL-HEIGHT WALLS (HEAD OF WALL AT BOTTOM OF ROOF DECK)

CEILING TYPES

- C1:** 2X4 ACOUSTICAL
- C2:** 5/8" TYPE X GWB VAPOR BARRIER ON CEILING STRUCTURE

CEILING NOTES:

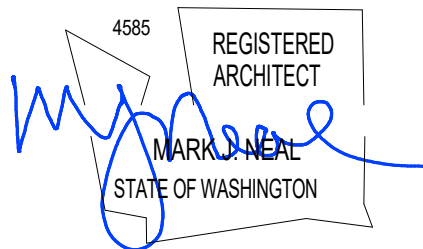
- 1). VD6-X REFERS TO VISUAL DISPLAY SURFACE. SEE SPEC SECTION 11 52 13

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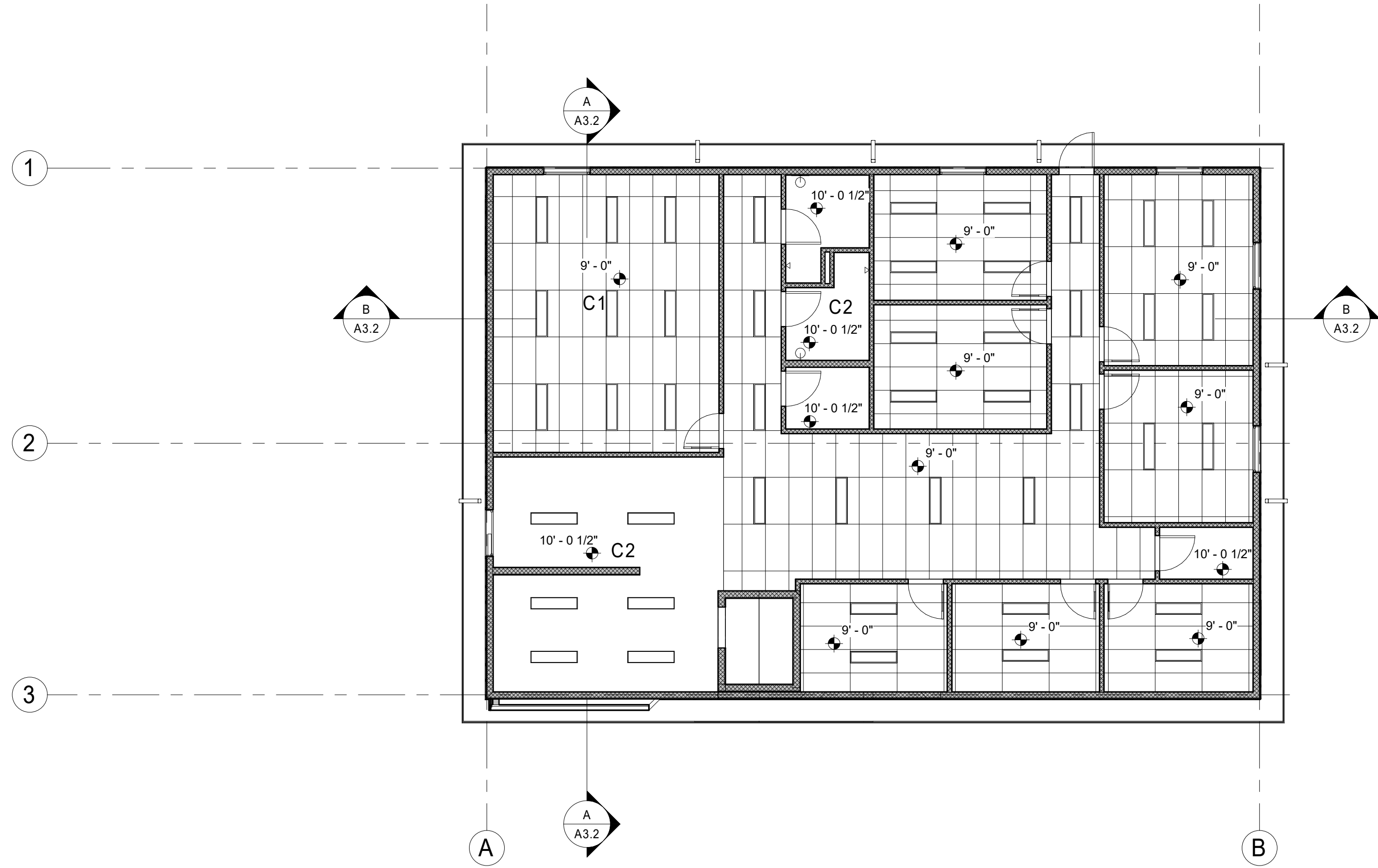
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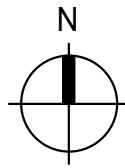
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A6.1



SECOND FLR REFLECTED CEILING PLAN
1/8" = 1'-0"

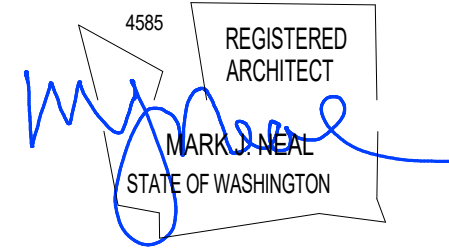


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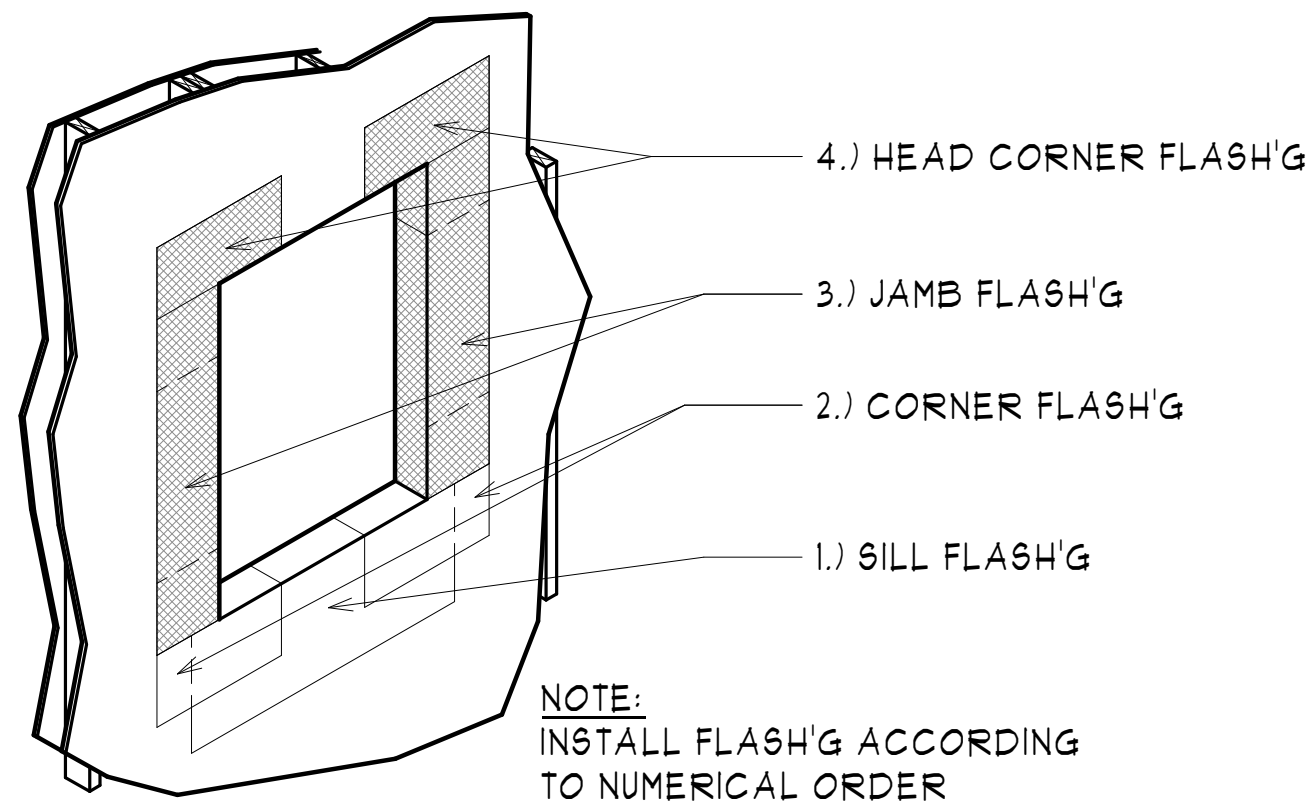
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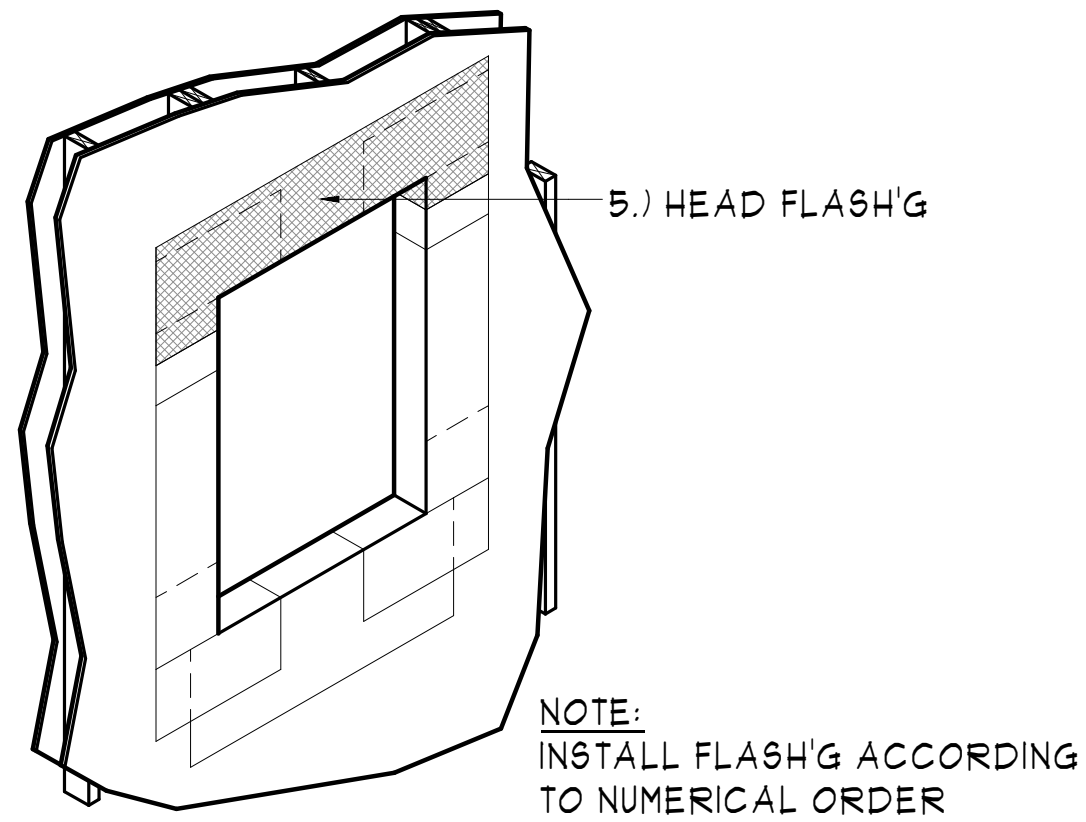
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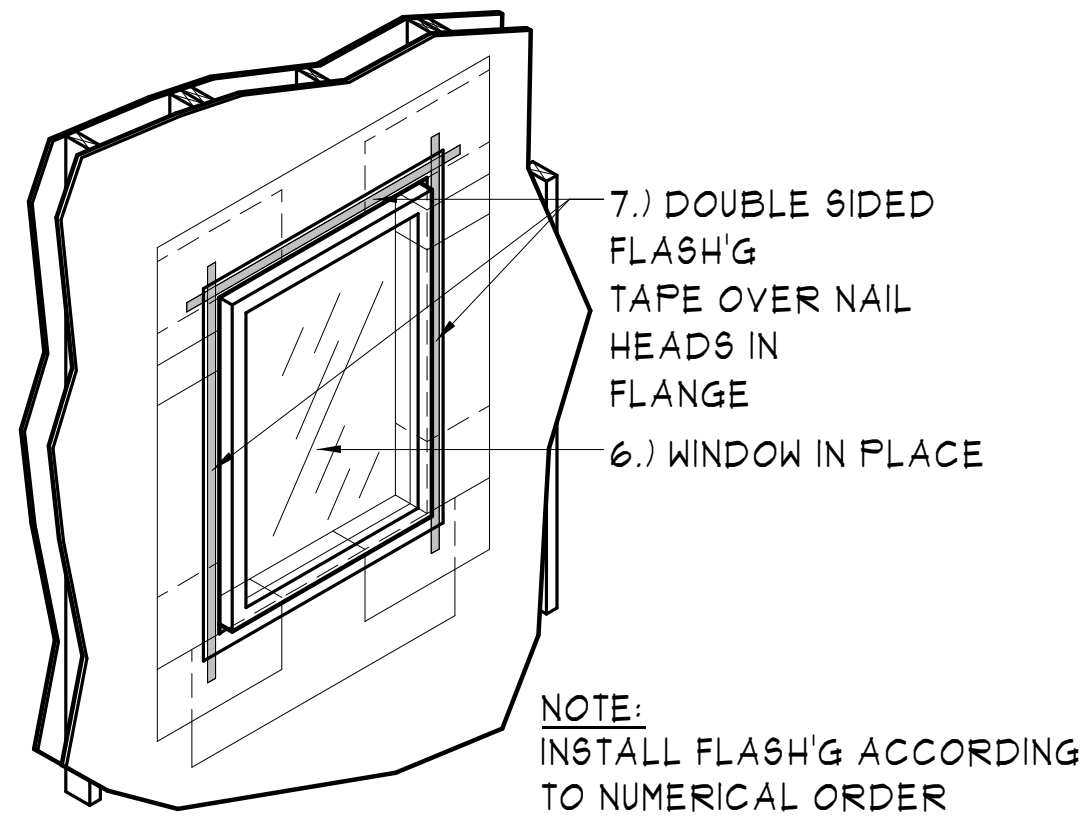
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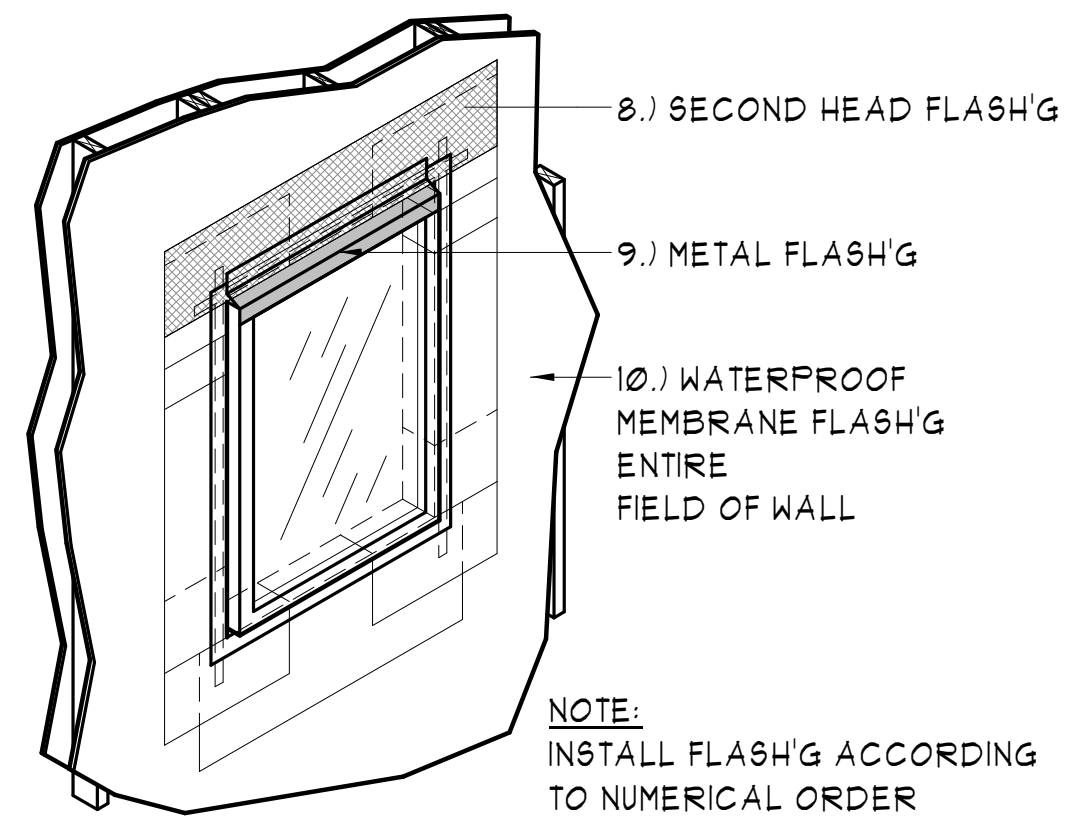
1 JAMB FLASH'G DTL
1/2" = 1'-0"



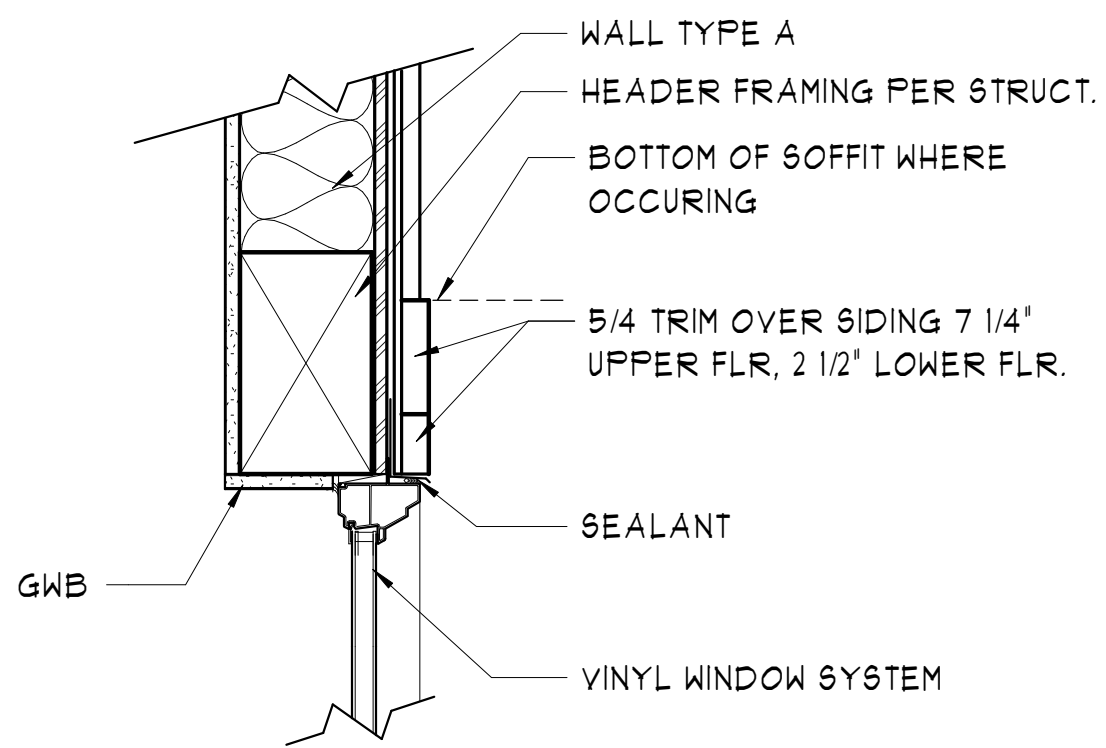
2 HEAD FLASH'G DTL
1/2" = 1'-0"



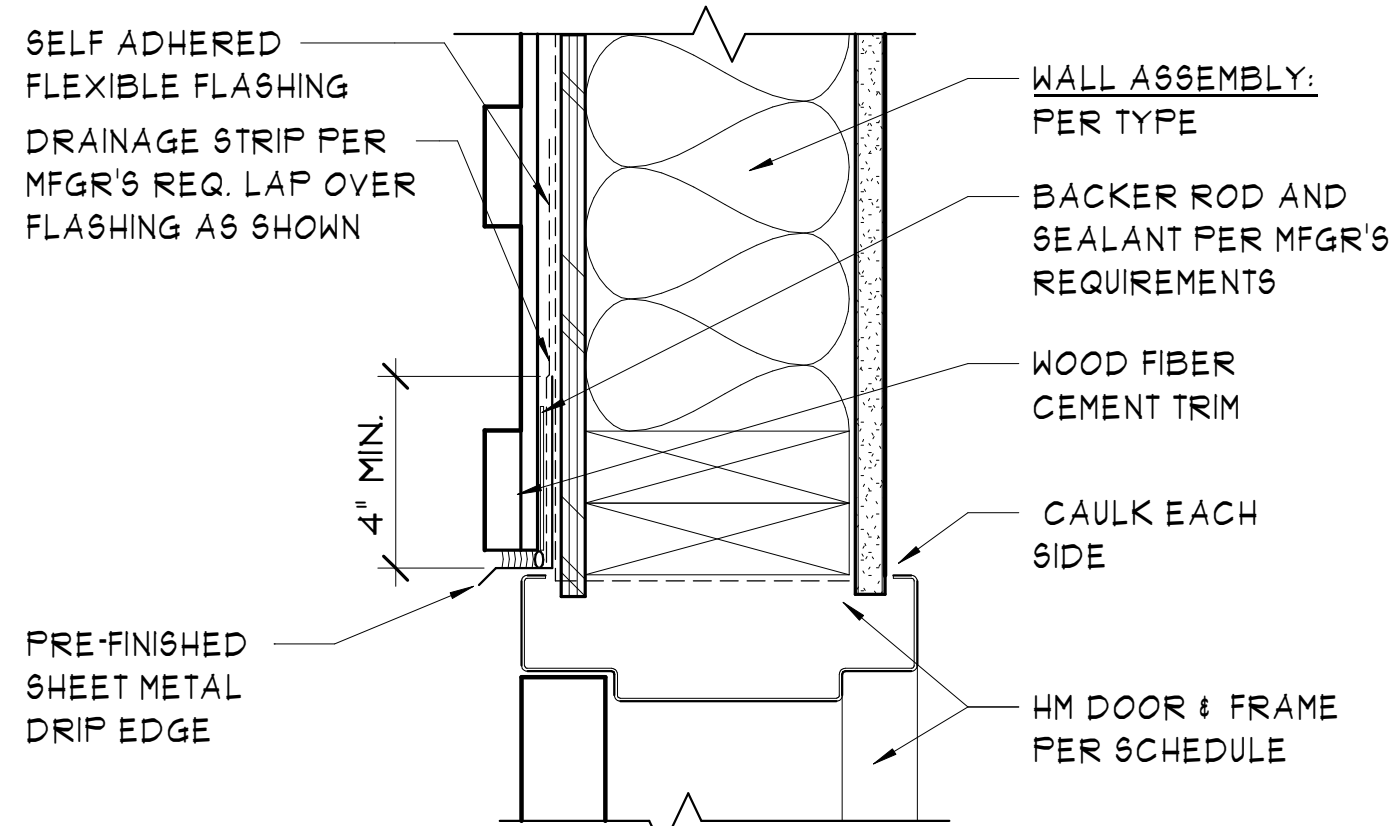
3 WINDOW & WALL PREP DTL
1/2" = 1'-0"



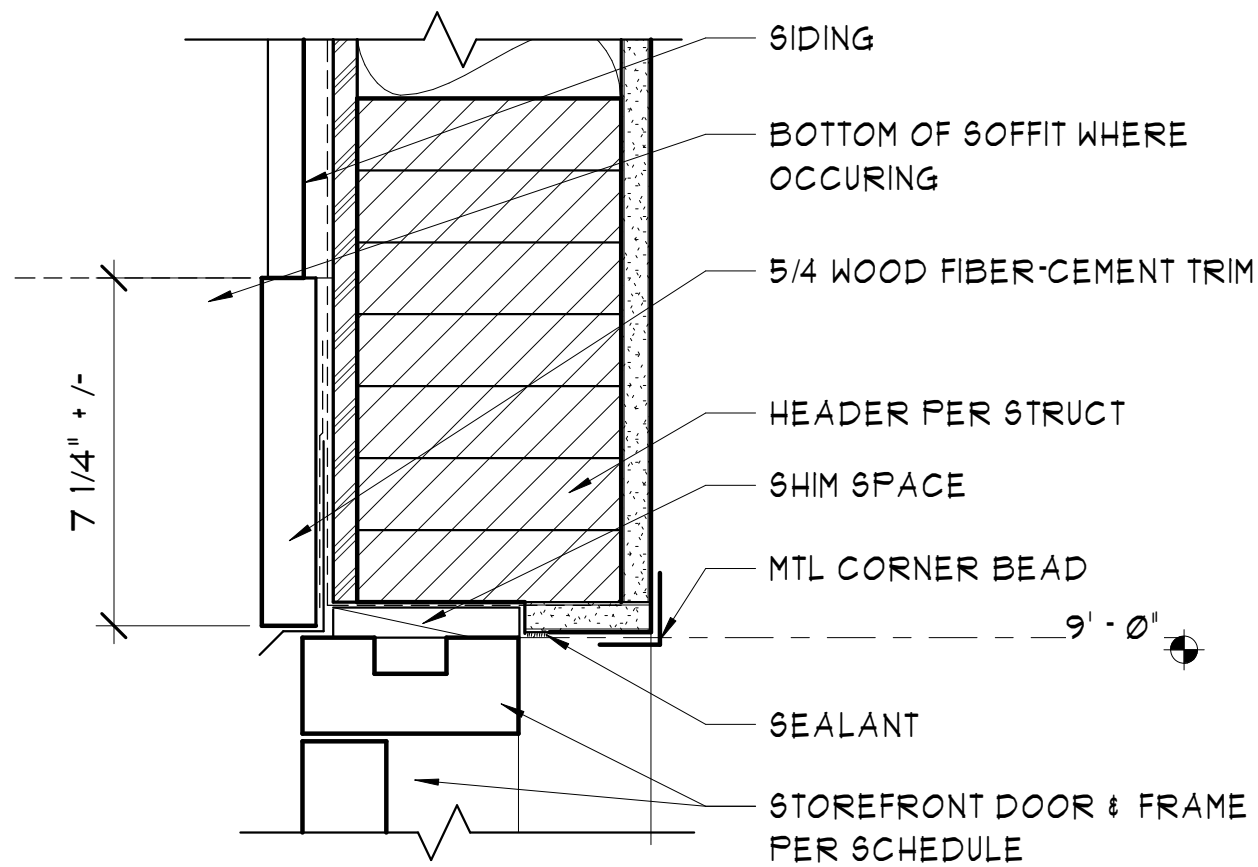
4 FINISH HEAD FLASH'G DTL
1/2" = 1'-0"



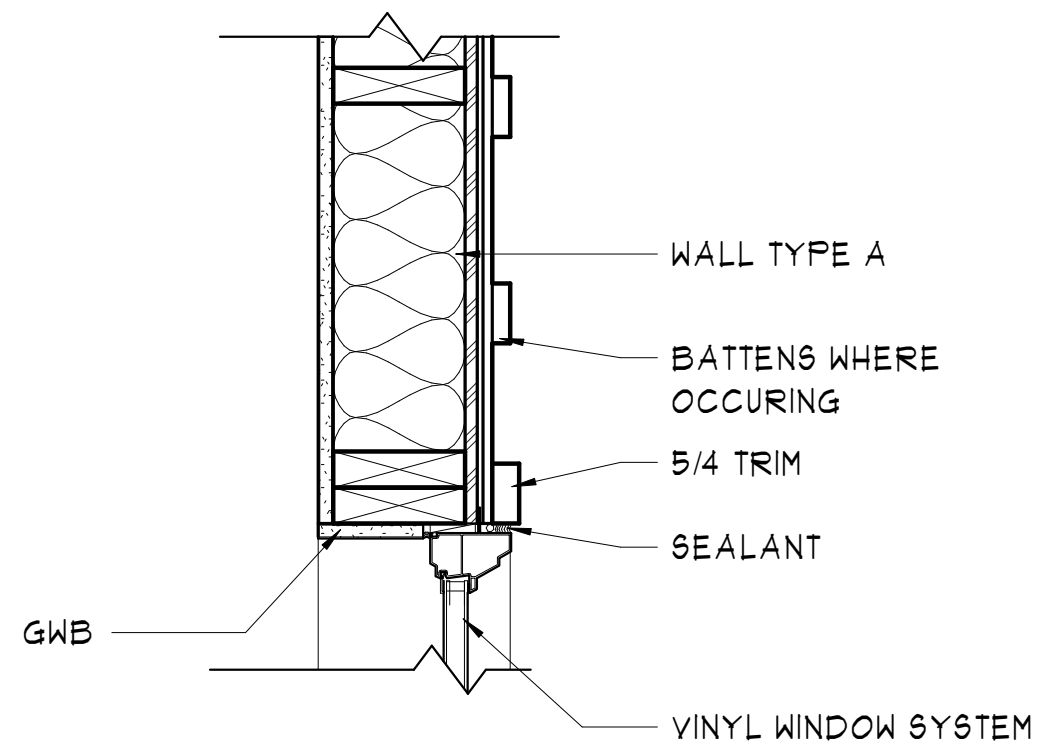
5 VINYL WINDOW HEAD
1 1/2" = 1'-0"



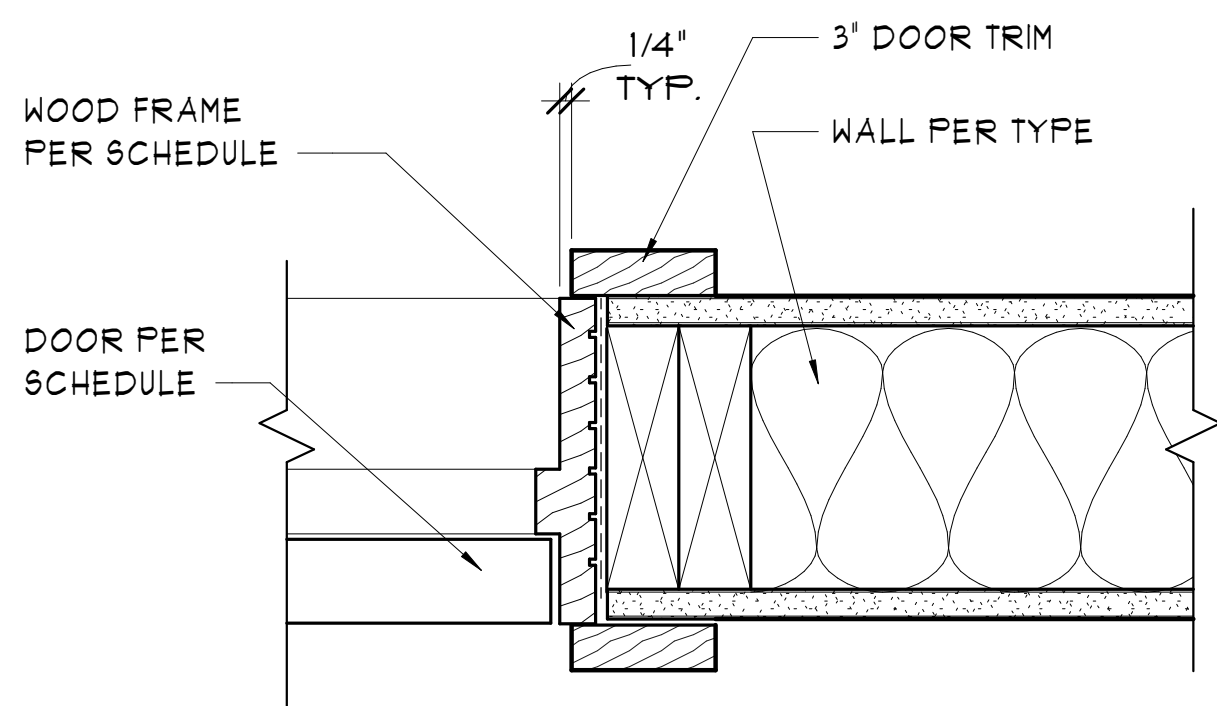
6 TYP. EXT. HM DOOR JAMB (HEAD SIM)
3" = 1'-0"



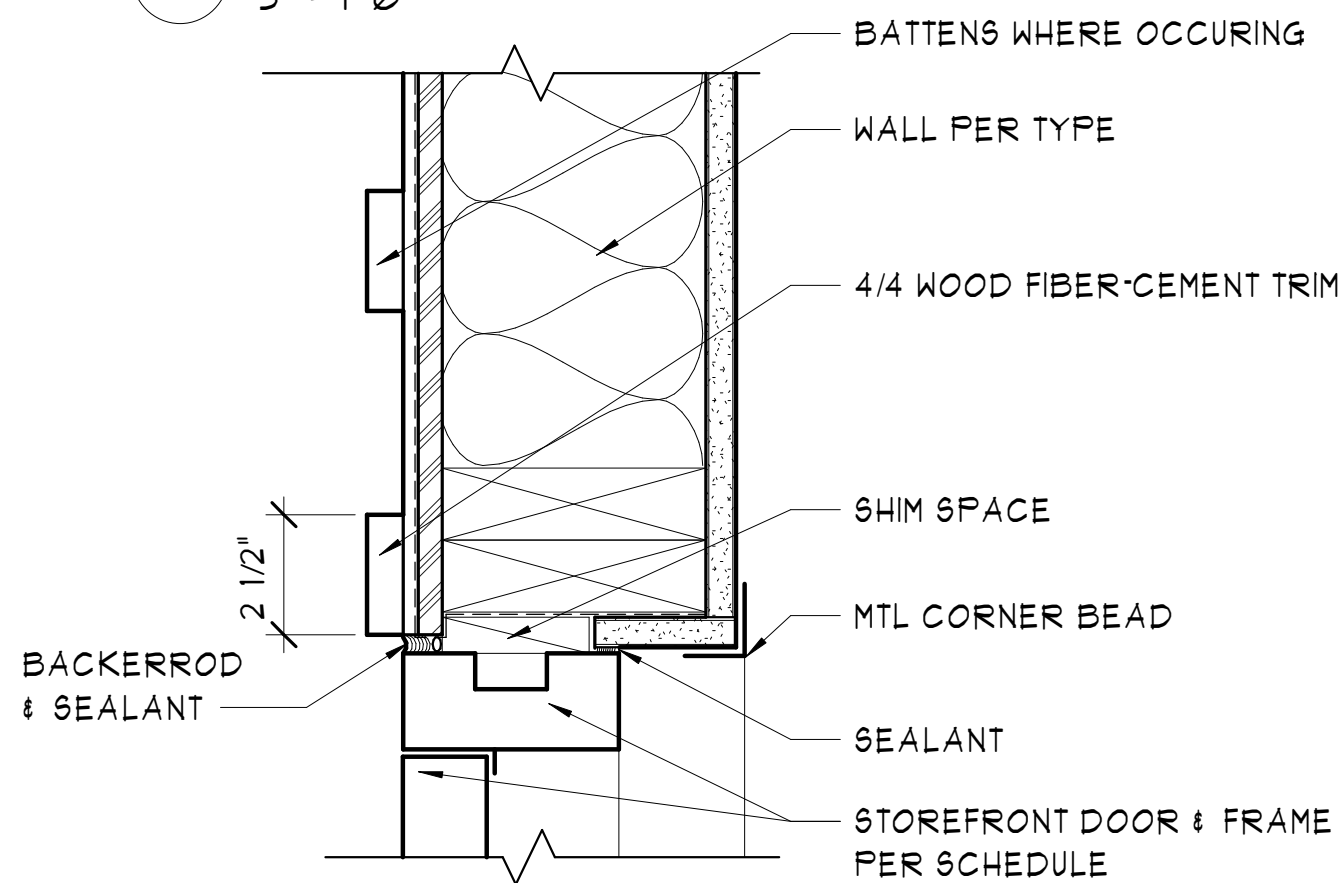
7 STOREFRONT HEAD
3" = 1'-0"



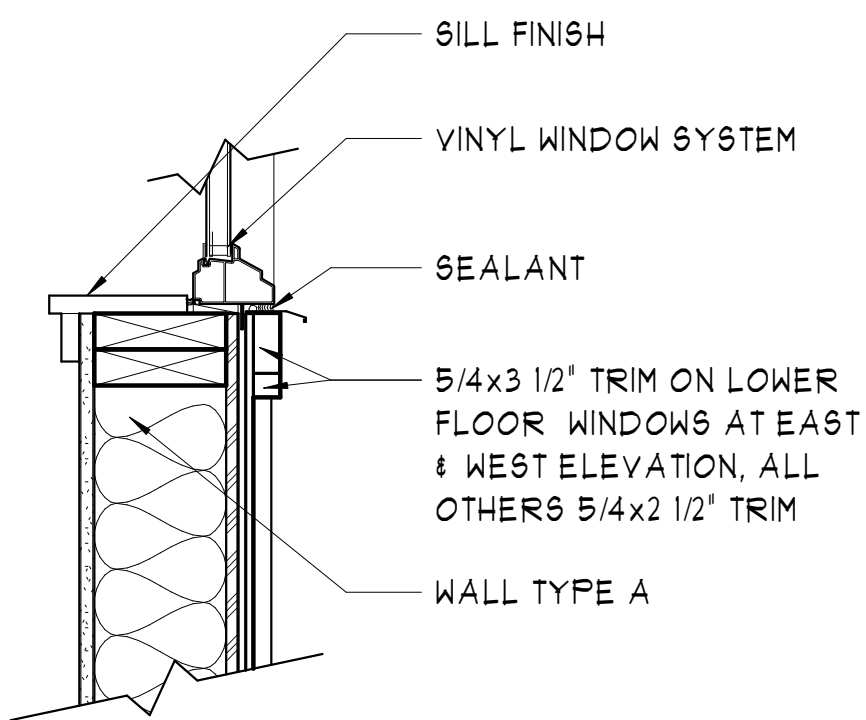
9 VINYL WINDOW JAMB
1 1/2" = 1'-0"



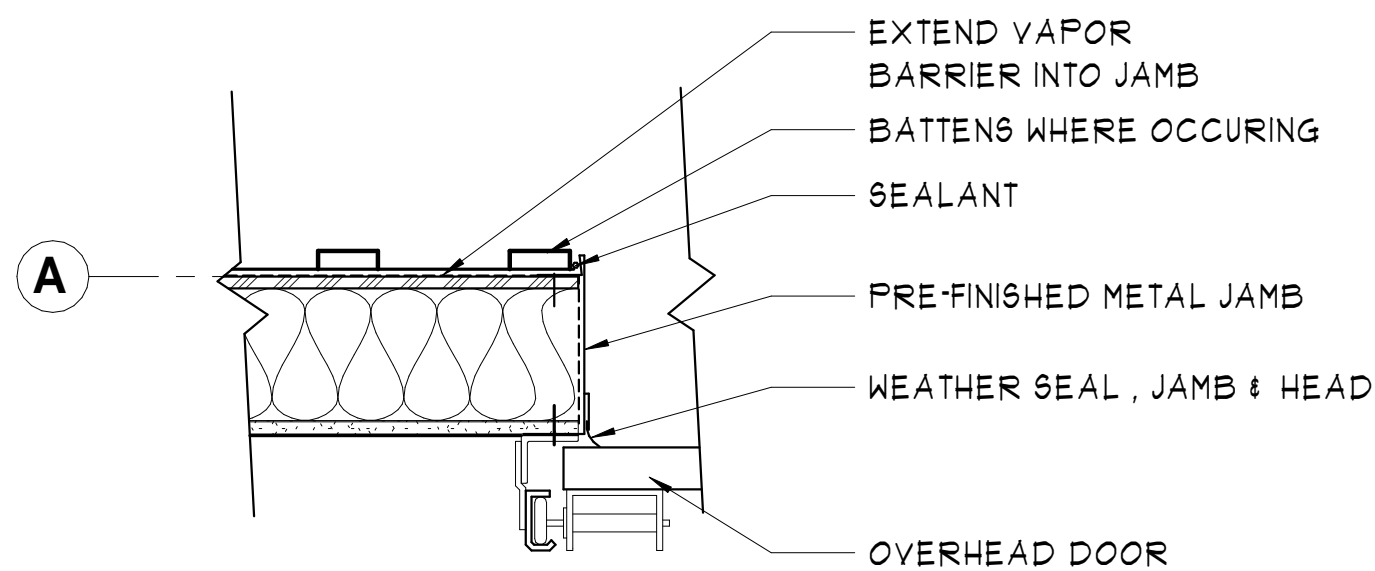
10 TYP. INT. WOOD DOOR JAMB (HEAD SIM)
3" = 1'-0"



8 STOREFRONT JAMB
3" = 1'-0"



11 VINYL WINDOW SILL
1 1/2" = 1'-0"



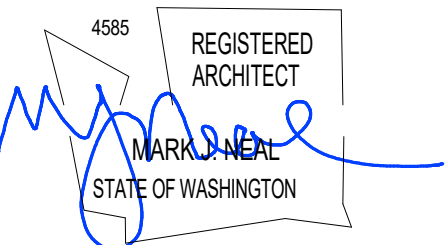
15 JAMB AT OVERHEAD DOOR
1 1/2" = 1'-0"

REVISIONS	BY
1 Re-design	08-11-2022 HE



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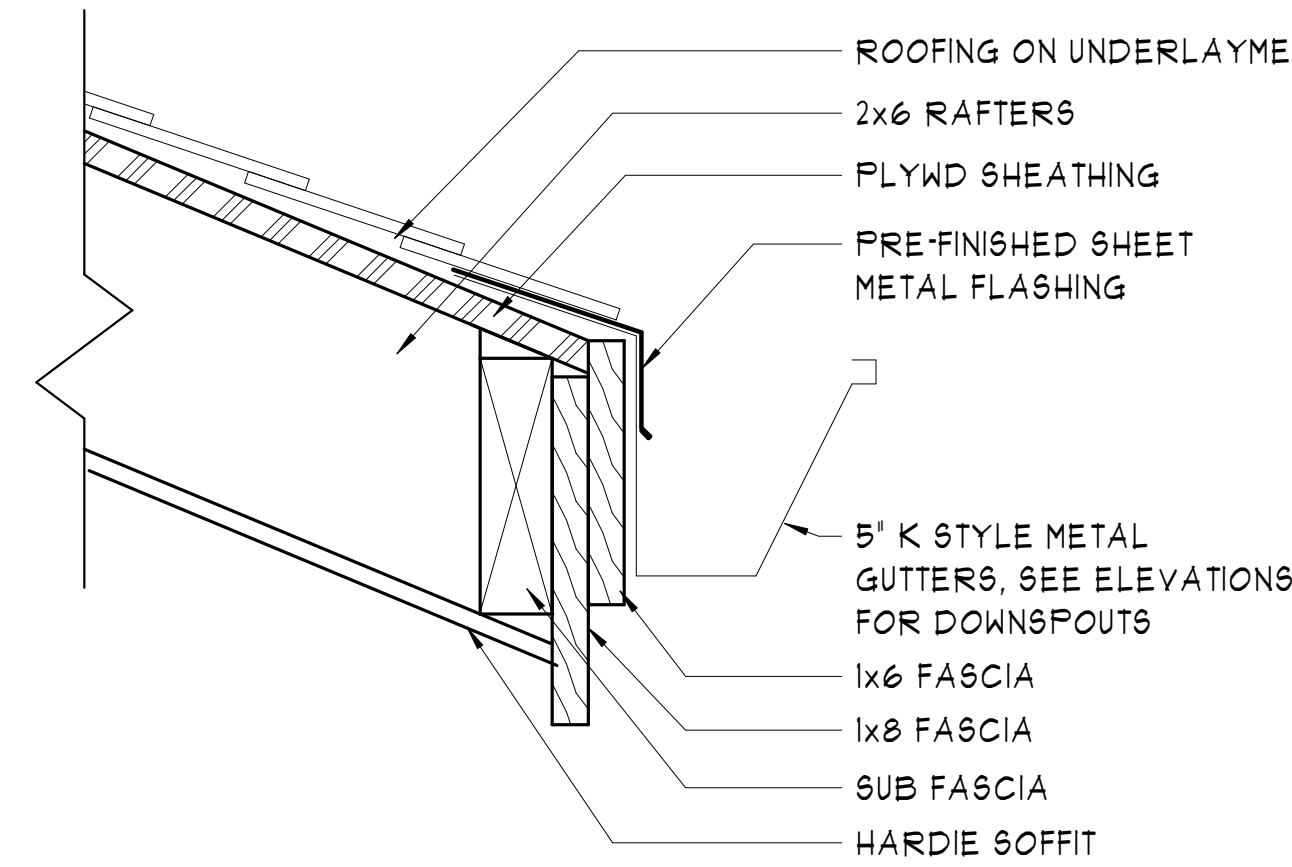
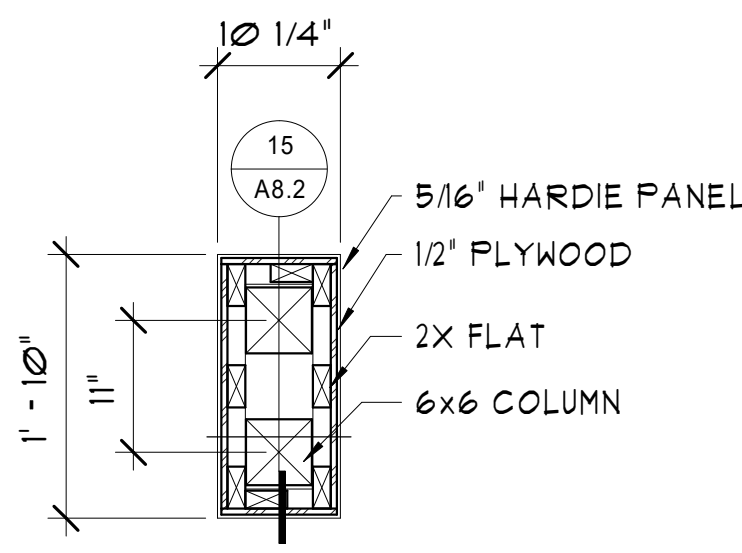
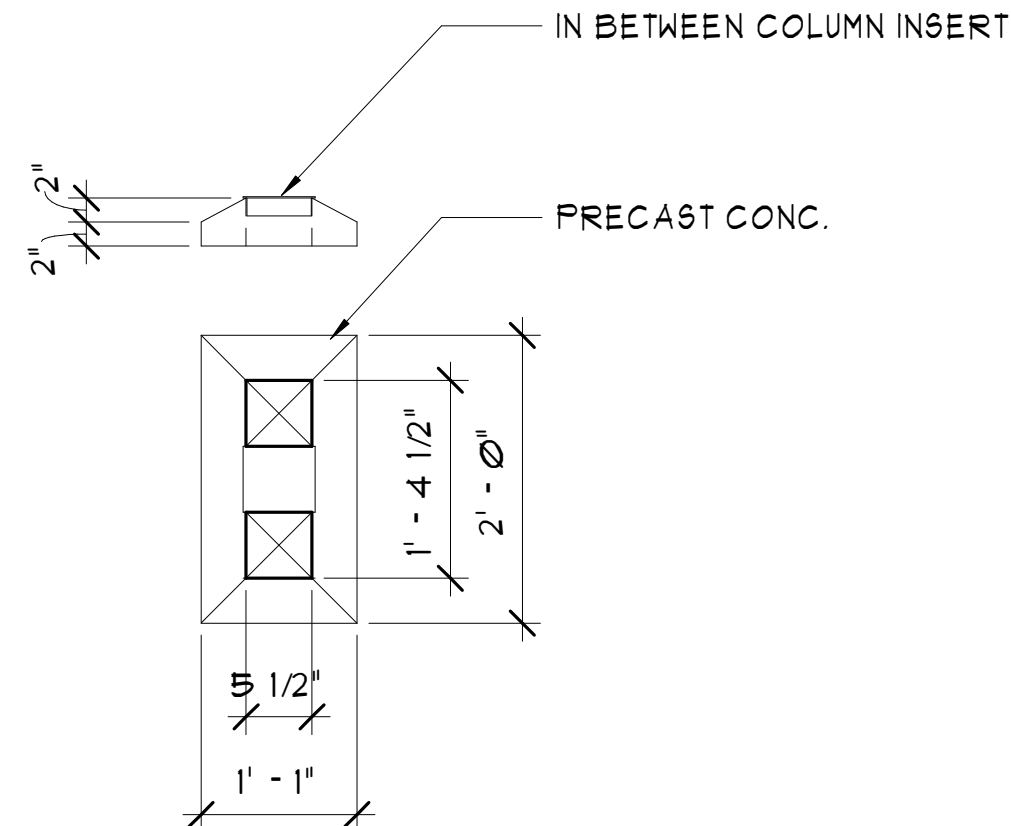
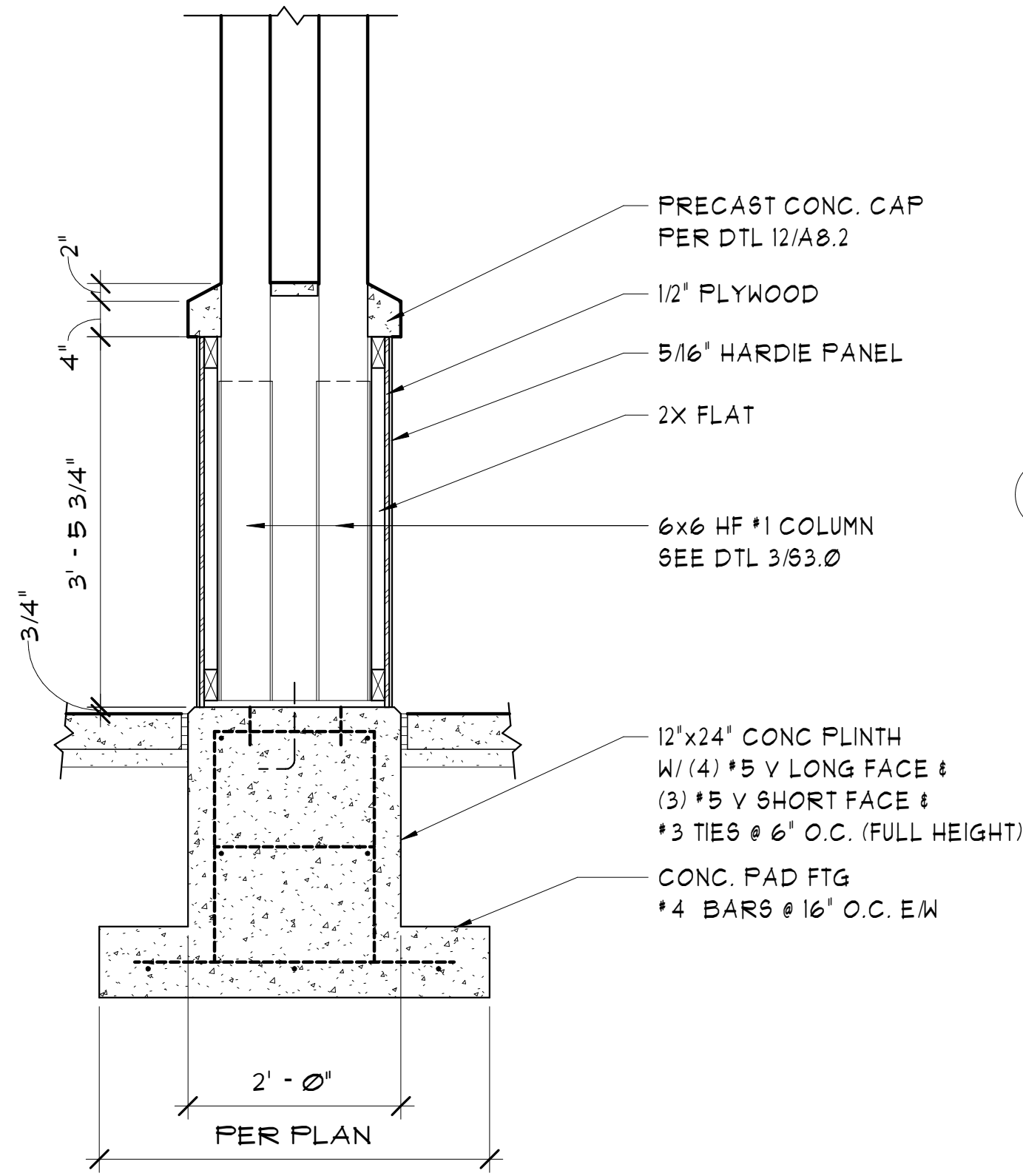
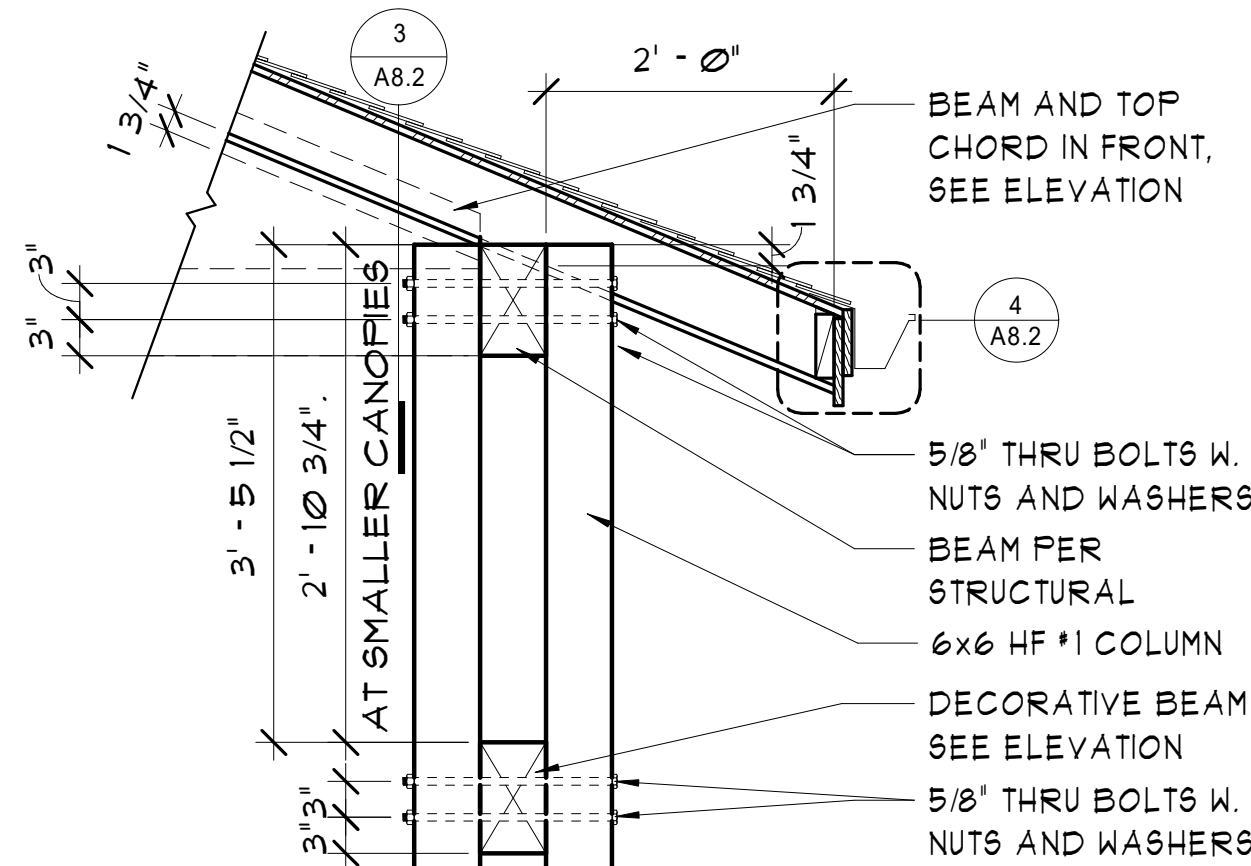
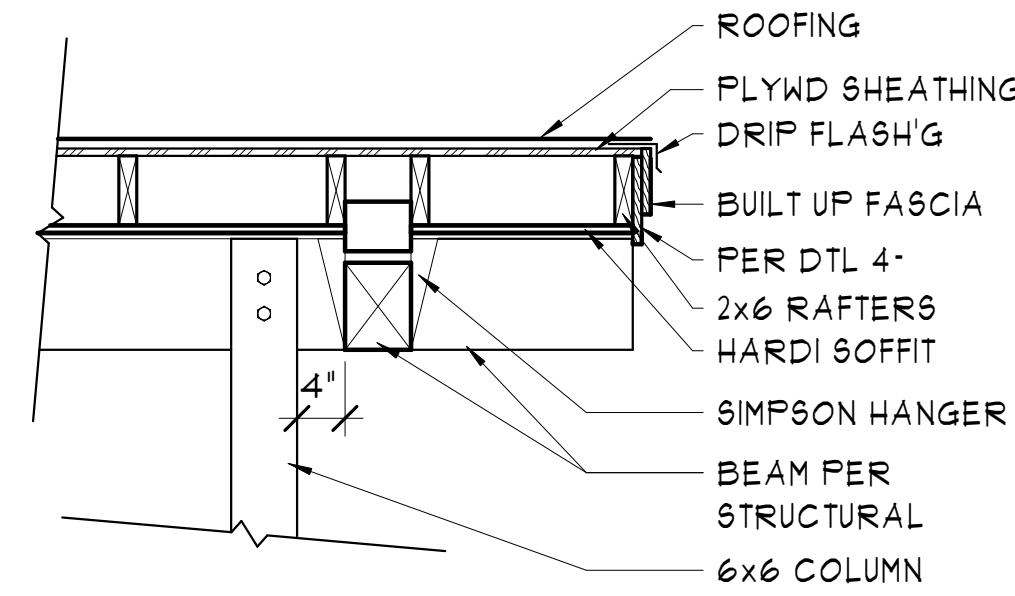
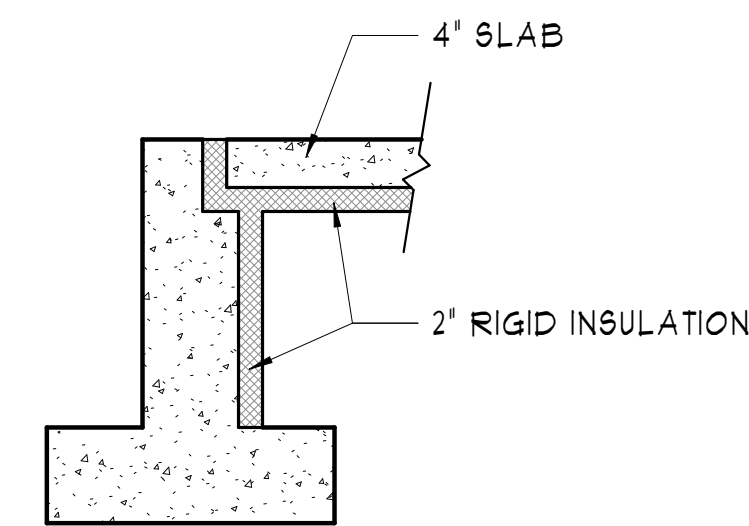
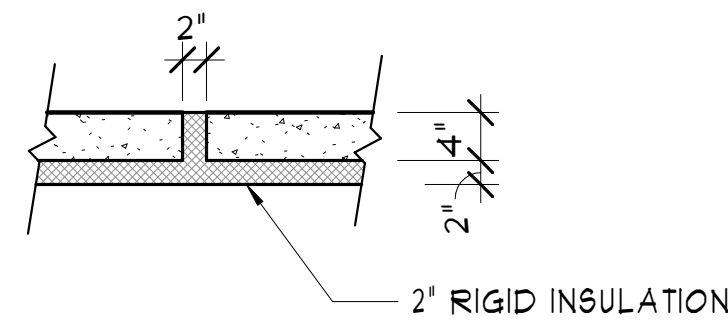
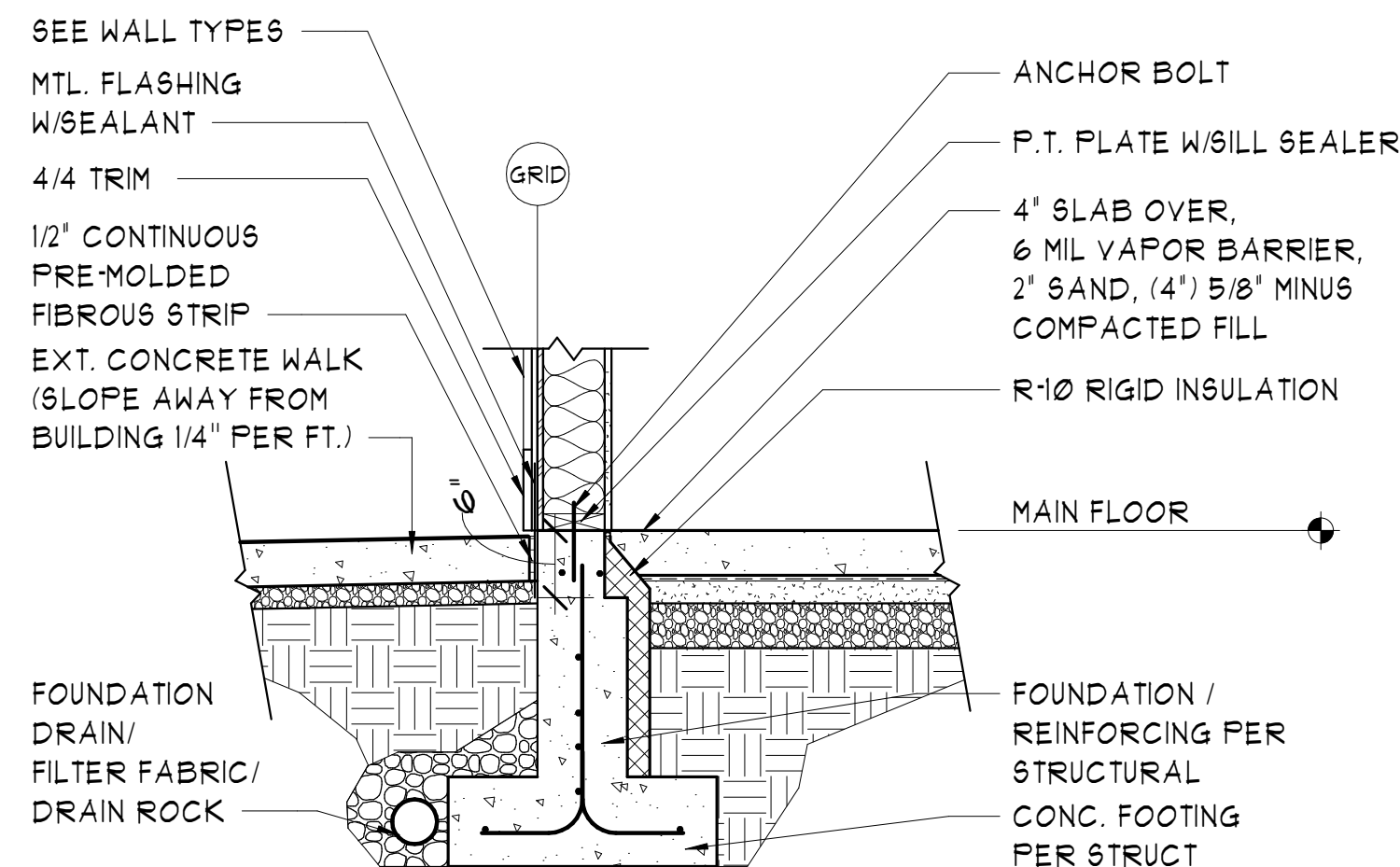
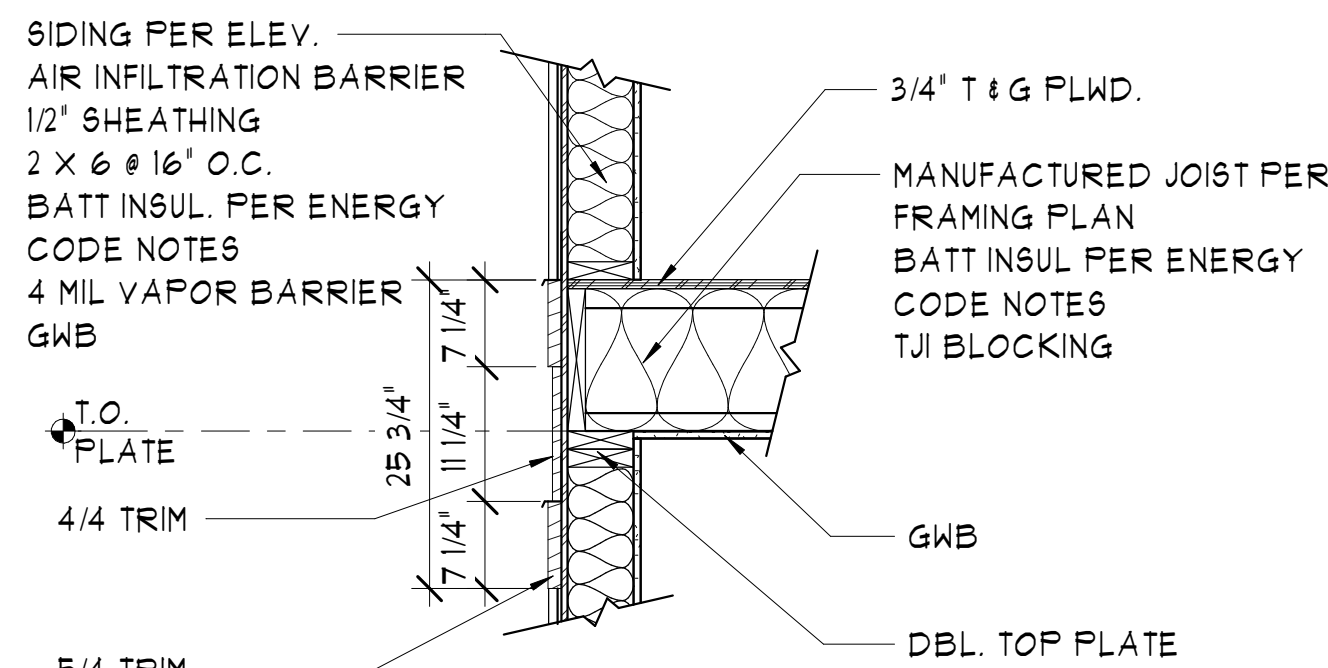
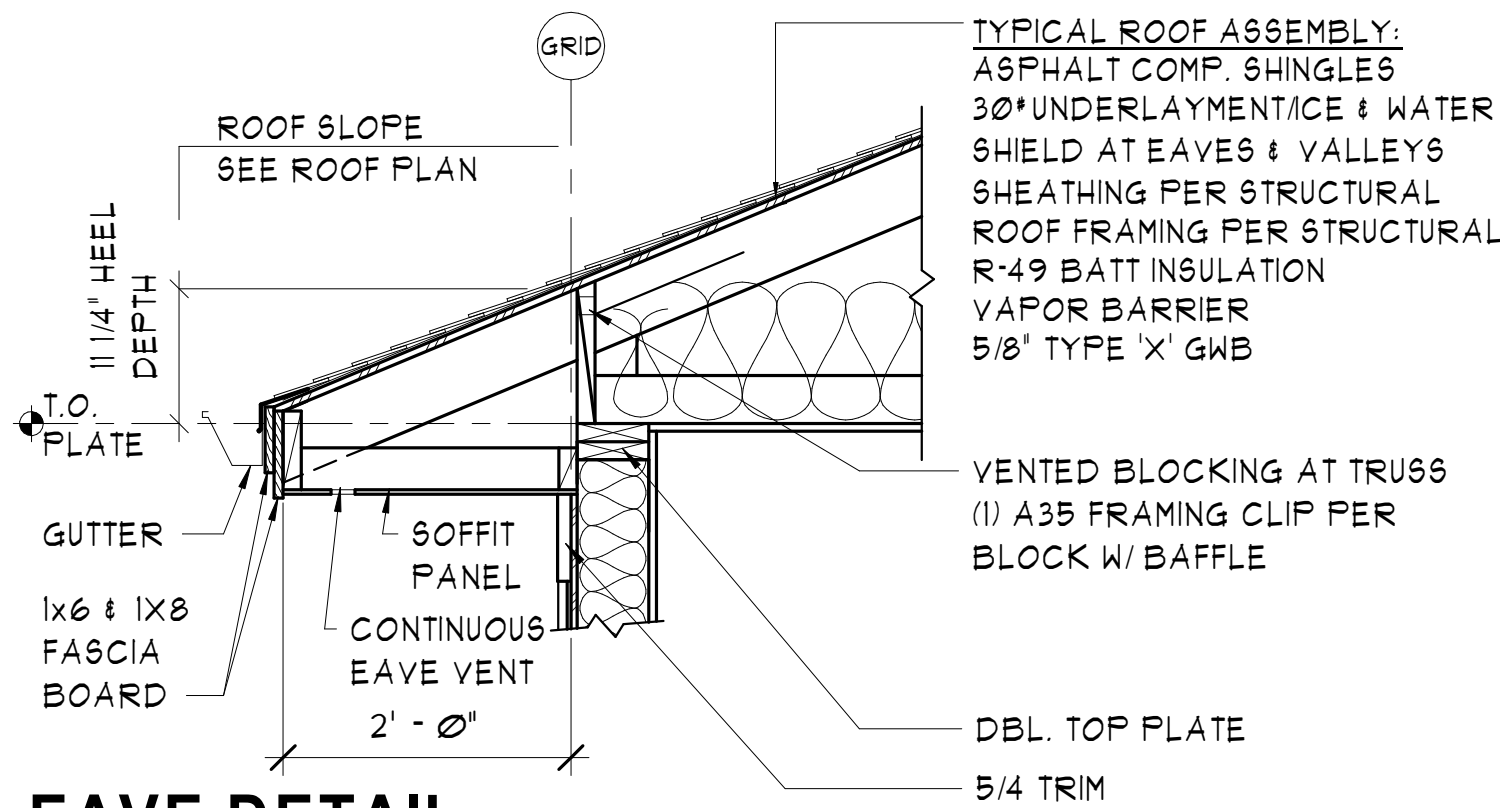
NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

Date: 2019-04-17
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A8.1

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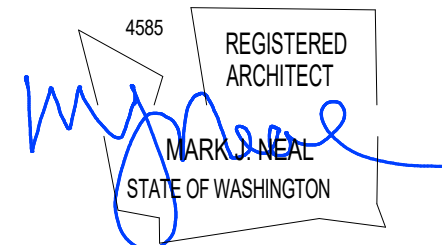


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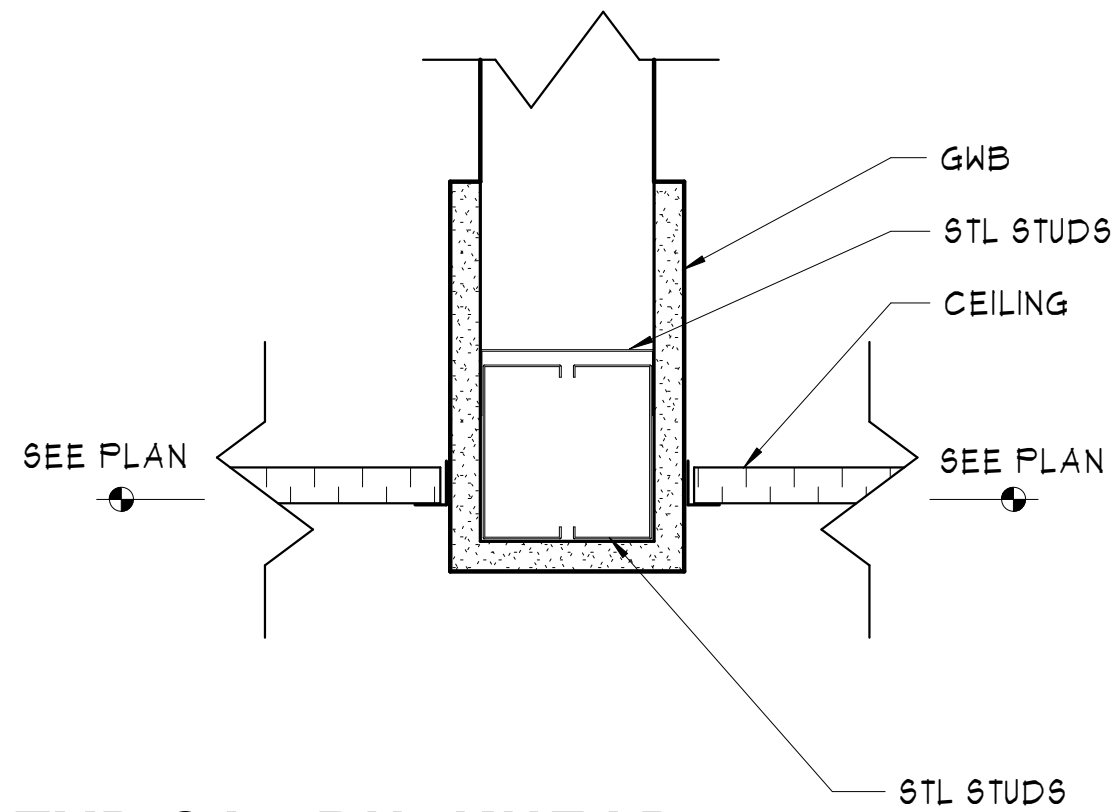
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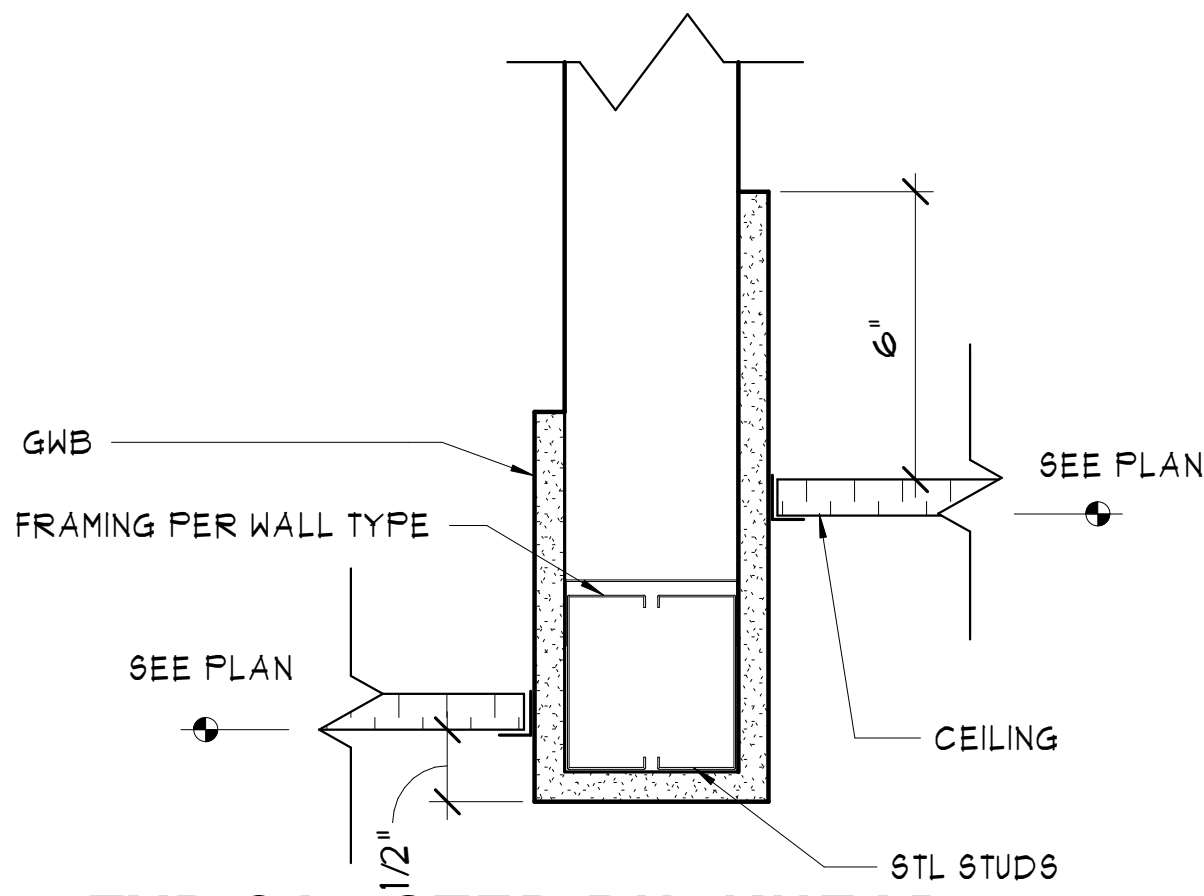
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Date:	2019-04-17
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File:	18465
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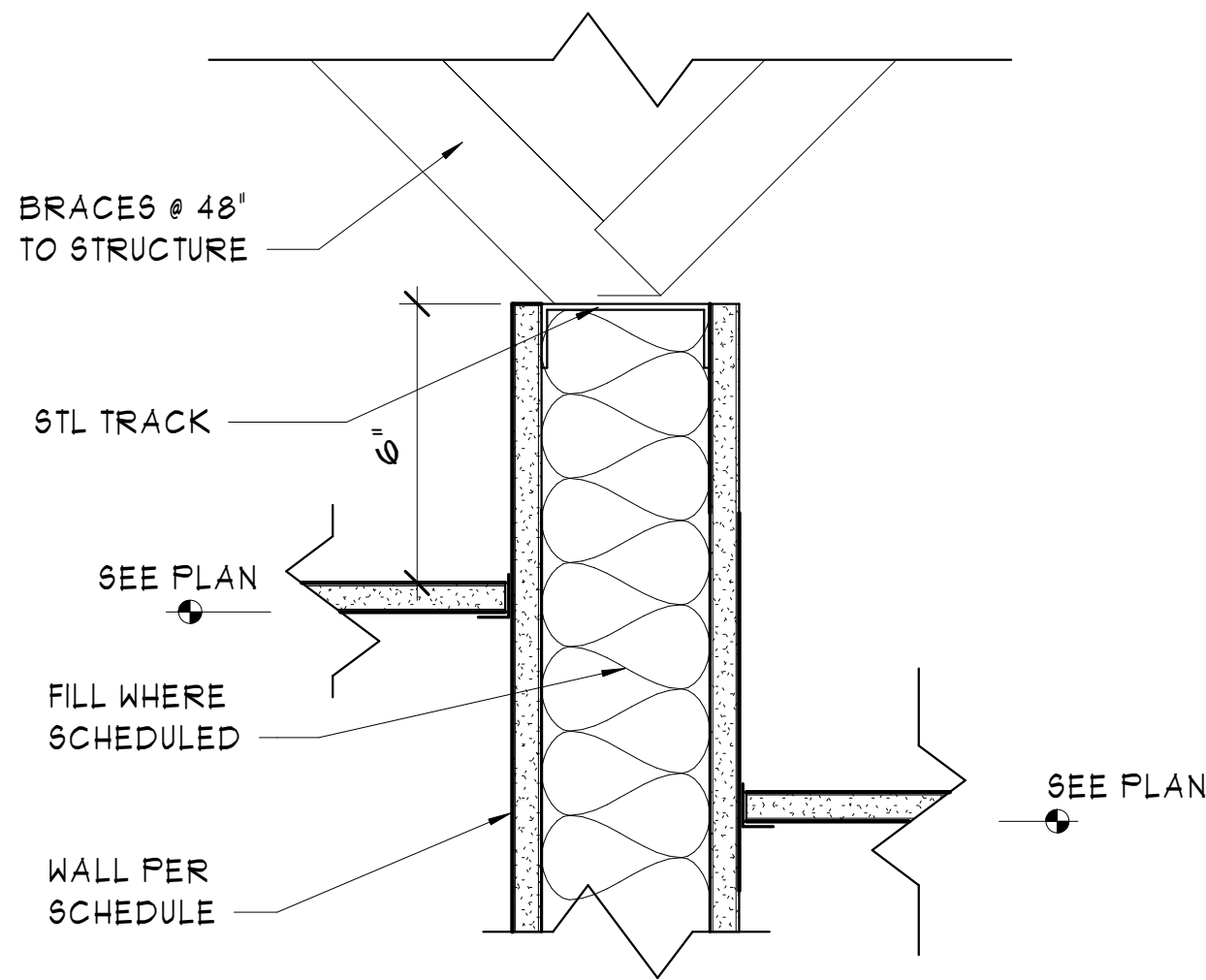
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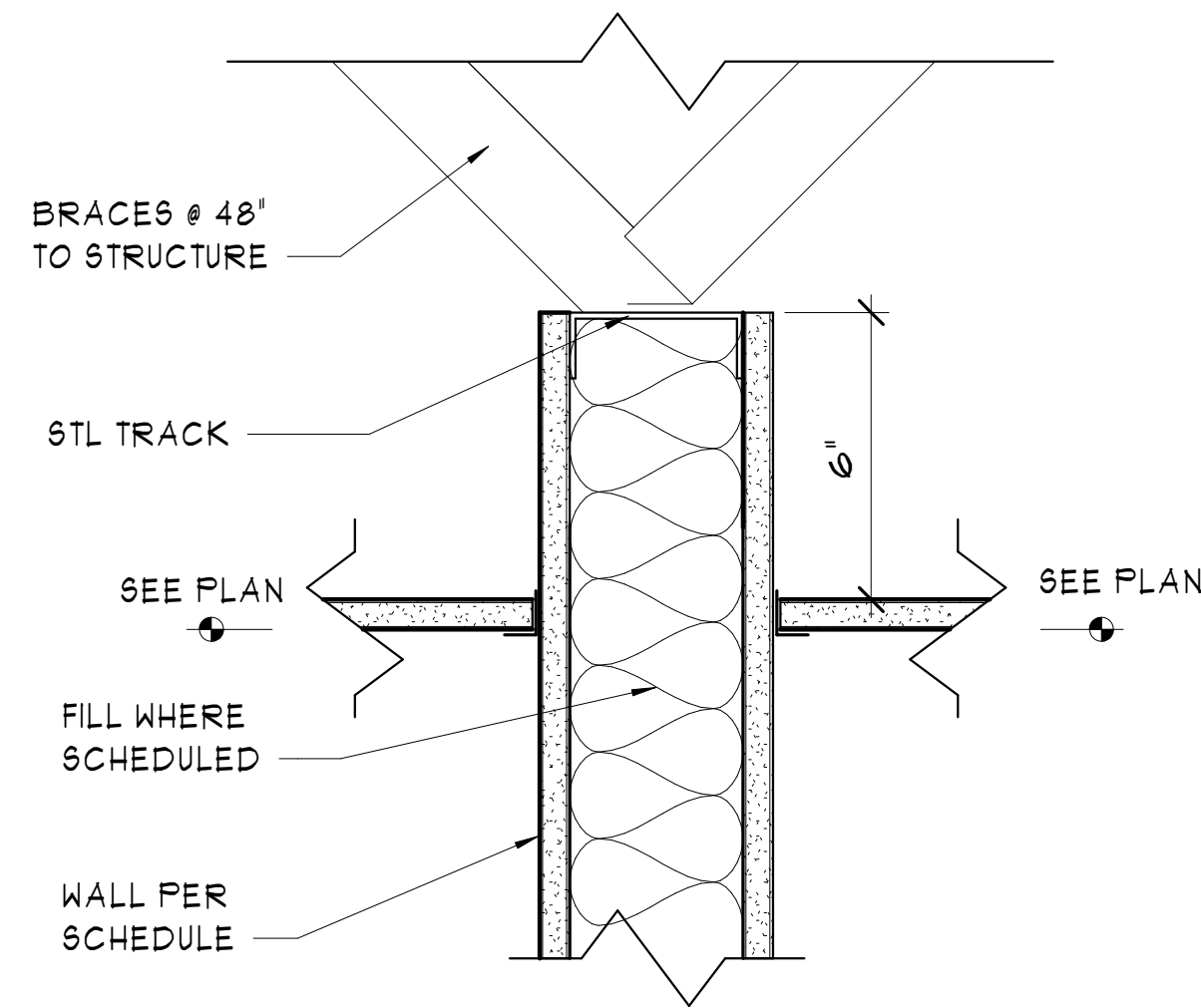
1 TYPICAL BULKHEAD
3" = 1'-0"



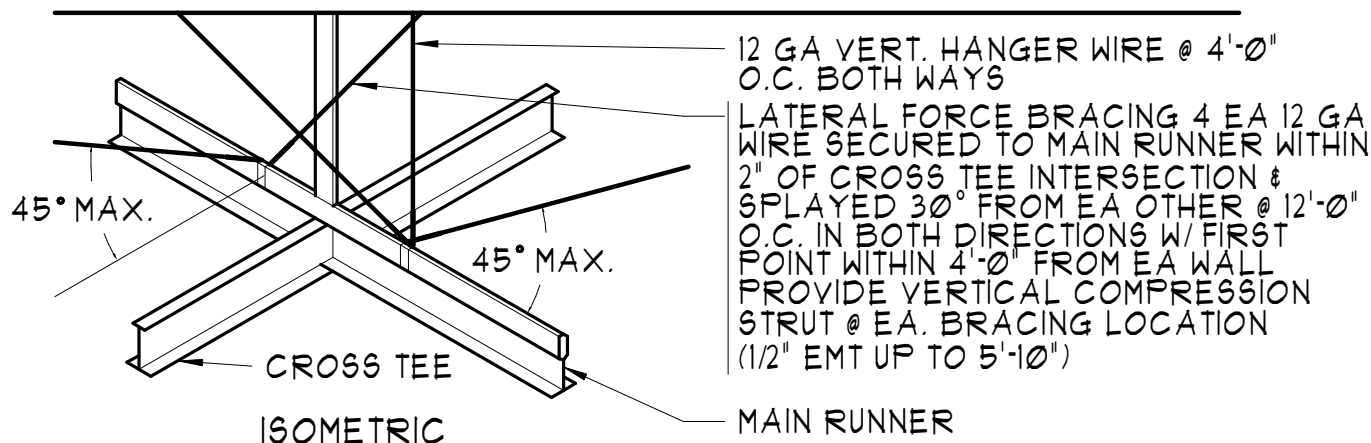
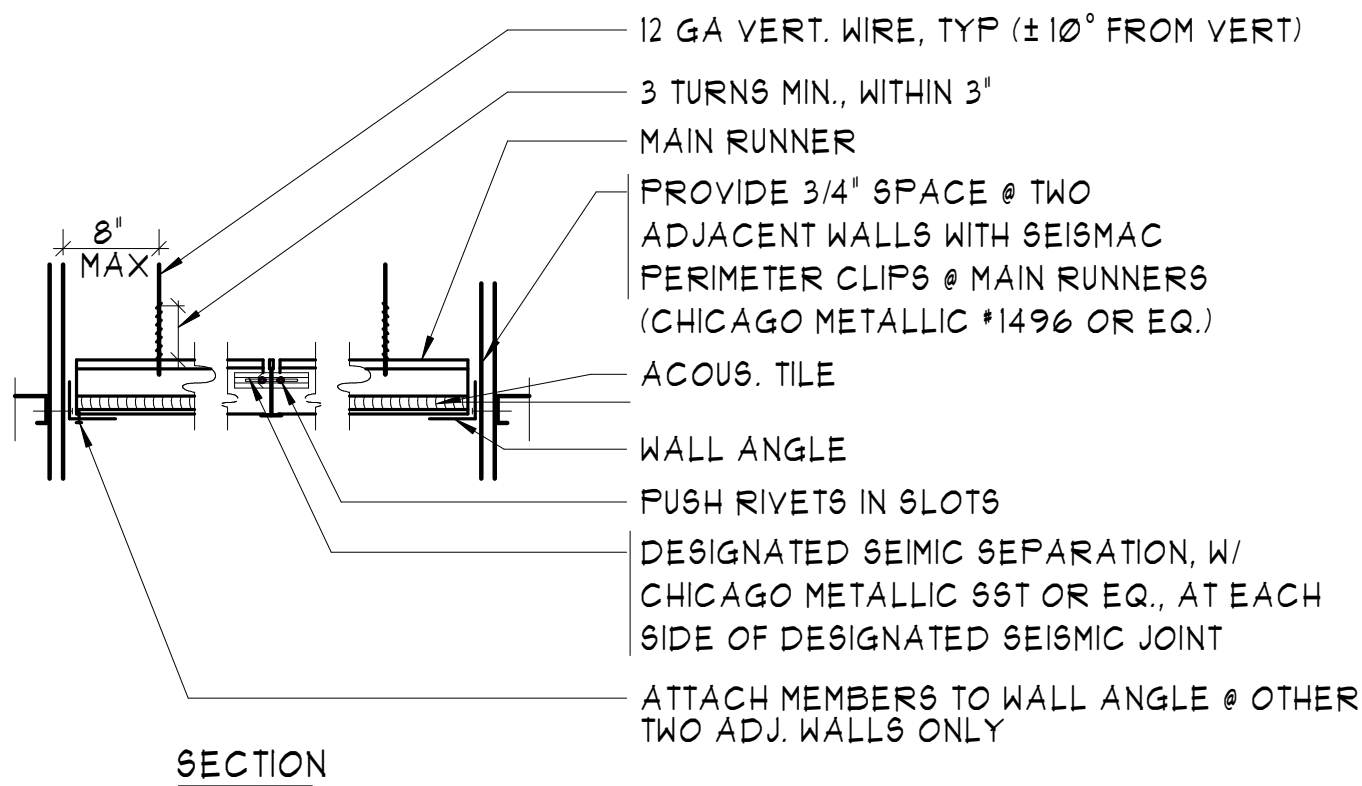
2 TYPICAL STEP-BULKHEAD
3" = 1'-0"



3 HEAD OF WALL @ OFFICES STEPPED
3" = 1'-0"

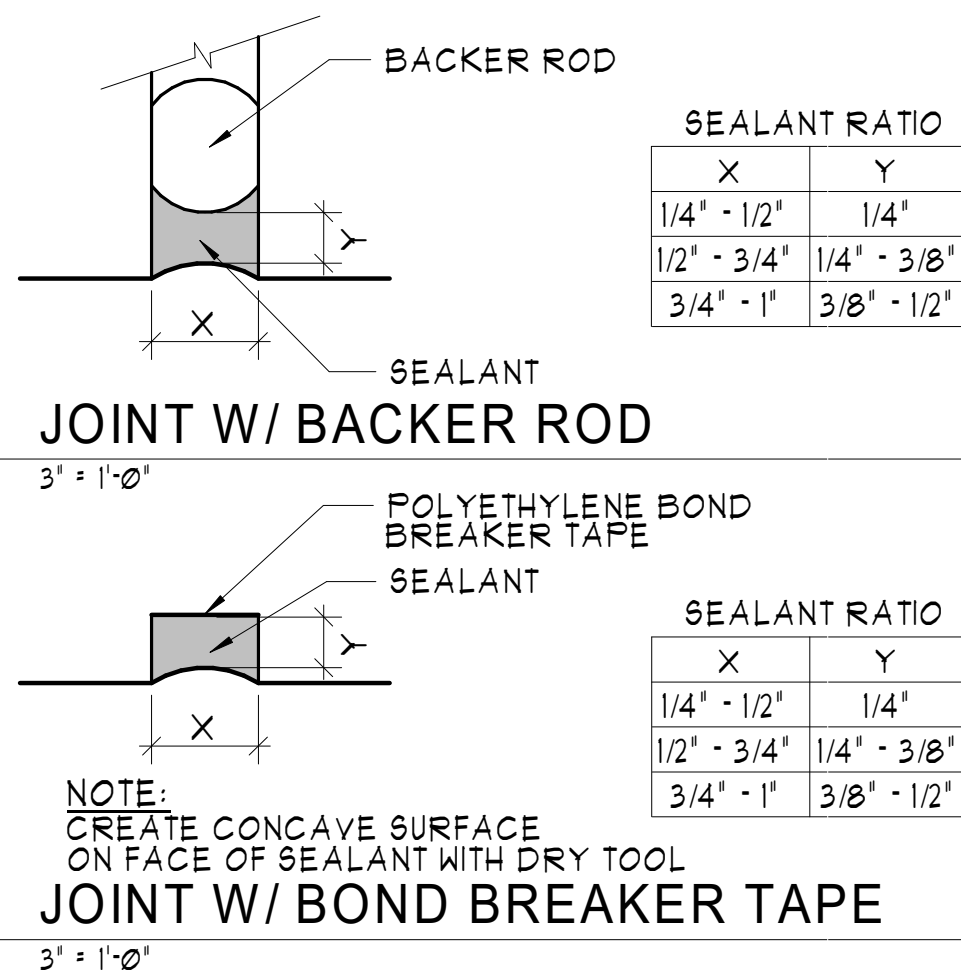


4 HEAD OF WALL @ OFFICES
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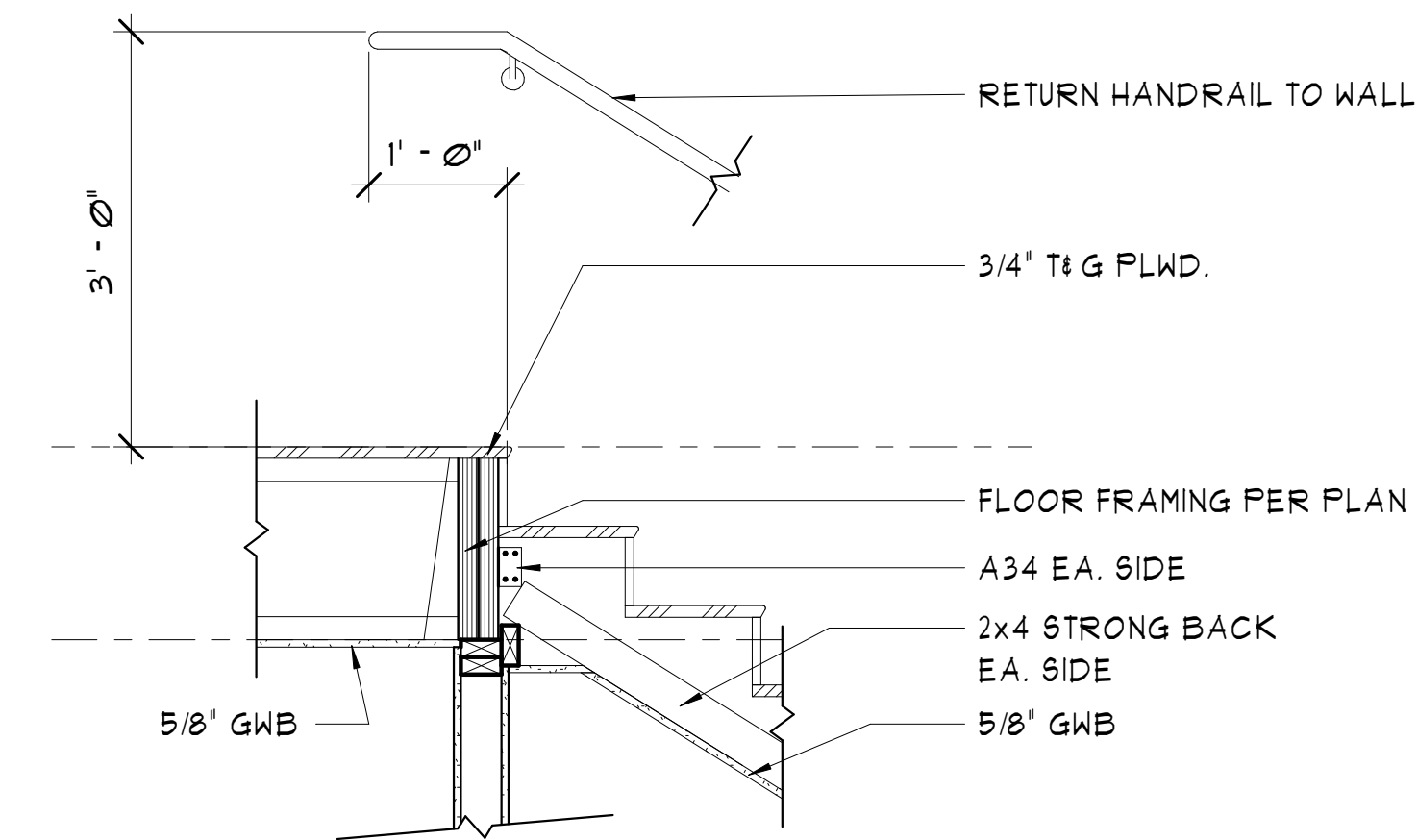


NOTES: 1) INSTALL SYSTEM IN ACCORDANCE W/ CODE ASTM C-635, ASCE-7
2) PROVIDE DESIGNATED SEISMIC SEPARATION JOINTS @ 12' O.C. MAX. USING CHICAGO METALLIC SST (OR EQ.) @ EACH SIDE OF DESIGNATED MAIN RUNNER
3) SUPPLY ADDITIONAL 12 GA WIRES FOR LIGHT FIXTURES INDEPENDENT OF GRID SUSPENSION SYSTEM

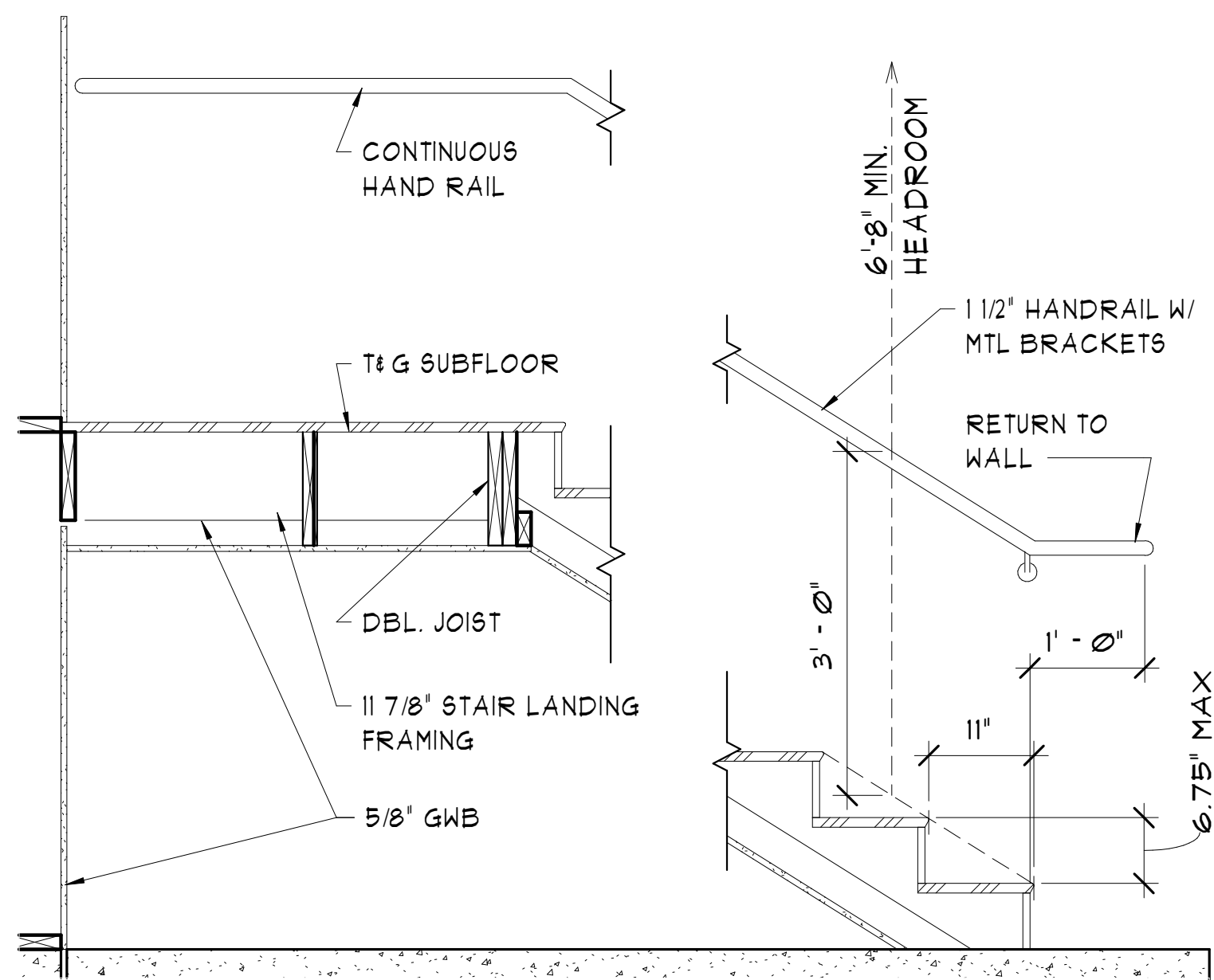
9 SUSPENDED CEILING BRACING
3/4" = 1'-0"



15 JOINT BOND / BACKER ROD
3" = 1'-0"



8 STAIR TO UPPER FLOOR
3/4" = 1'-0"



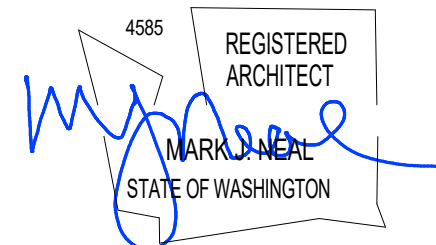
16 STAIR TO FLOOR & LANDING
3/4" = 1'-0"

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A8.3

BUILDING CODE
2015 INTERNATIONAL BUILDING CODE

FLOOR LOAD
DEAD LOAD : 12 psf
LIVE LOAD: 50 psf
PARTITION LOAD 20psf

ROOF LOAD
DEAD LOAD: 15 psf
FLAT ROOF SNOW LOAD: 25psf
SNOW EXPOSURE FACTOR (Ce): 1.1
SNOW LOAD IMPORTANCE FACTOR (Is): 1.0
THERMAL FACTOR (Ct): 1.1

WIND DESIGN DATA
1. BASIC WIND SPEED: 110 MPH
2. WIND IMPORTANCE FACTOR (Iw): 1.0
BUILDING CATEGORY: II
3. WIND EXPOSURE: C
4. $K_{zt} = 1.37$
5. INTERNAL PRESSURE COEFFICIENT: NA
6. APPLICABLE WIND PRESSURE FOR COMPONENTS AND CLADDING: NA

SEISMIC DESIGN DATA
1. SEISMIC IMPORTANCE FACTOR: 1.0
SEISMIC USE GROUP: I
2. SPECTRAL RESPONSE ACCELERATION (Ss): 1.18, 0% G
3. SITE CLASS: D (ASSUMED)
4. SPECTRAL RESPONSE COEFFICIENTS (SDS): 81.0% G
5. SEISMIC DESIGN CATEGORY: D
6. BASIC SEISMIC-FORCE-RESISTING SYSTEM: SHEARWALLS
7. DESIGN BASE SHEAR: SEE CALCULATIONS
8. SEISMIC RESPONSE COEFFICIENT (Cs): 0.087
9. RESPONSE MODIFICATION FACTOR (R): 6.5 (WOOD SHEARWALLS)
(R): 1.5 (CANTILEVERED)

POSTS)
10. ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE PROCEDURE

FRAMING LUMBER
1. FRAMING LUMBER SHALL BE HEM-FIR NO. 2. GRADES ARE TYPICAL UNLESS OTHERWISE NOTED ON PLANS. LUMBER TO BE GRADE MARKED PER WCLIB SPECIFICATIONS.

2. STRUCTURAL SHEATHING SHALL BE APA RATED PLYWOOD, EXPOSURE 1 SHEATHING CONFORMING TO EITHER COMMERCIAL STANDARDS PS1-83, APA PRP-108, OR VOLUNTARY PRODUCT STANDARD PSE-92. PROVIDE A MINIMUM OF 3/8" EDGE DISTANCE ON ALL NAILS AND 1/8" EXPANSION JOINT BETWEEN ALL PANEL EDGES. MINIMUM SHEATHING REQUIREMENTS ARE AS FOLLOWS:
ROOF SHEATHING TO BE 1/2" INT-APA RATED PLYWOOD OR 1/2" OSB WITH EXTERIOR GLUE, P.I. 24/0. NAIL WITH 8d NAILS AT 6" ON CENTER AT PANEL EDGES AND 12" ON CENTER AT INTERMEDIATE MEMBERS.

SUB FLOORING TO BE 3/4" TONGUE AND GROOVE C-D INT-APA RATED PLYWOOD OR OSB WITH EXTERIOR GLUE, P.I. 48/24. GLUE AND NAIL WITH 10d NAILS AT 6" ON CENTER AT PANEL EDGES AND 12" ON CENTER AT INTERMEDIATE MEMBERS.

3. NAILING SHALL CONFORM TO TABLE 2304.9.1 OF THE INTERNATIONAL BUILDING CODE UNLESS NOTED OTHERWISE. USE COMMON NAILS THROUGHOUT UNLESS NOTED OTHERWISE.

4. NO STRUCTURAL MEMBER SHALL BE CUT OR NOTCHED UNLESS SPECIFICALLY DETAILED OR APPROVED IN WRITING BY THE STRUCTURAL ENGINEER.

5. PROVIDE PROPERLY SIZED WASHERS UNDER HEADS AND NUTS OF ALL BOLTS AND LAG SCREWS BEARING ON WOOD.

6. PROVIDE 3"x3"x0.229" WASHERS AT ALL ANCHOR BOLTS.

7. BOLT HOLES SHALL BE NOMINAL DIAMETER OF BOLT PLUS 1/8" UNLESS NOTED OTHERWISE. LAG BOLT PILOT HOLES SHALL BE PRE-DRILLED TO 60% OF THE NOMINAL DIAMETER OF THE LAG BOLT UNLESS NOTED OTHERWISE.

8. ALL SILL PLATES SHALL BE BOLTED TO THE FOUNDATION WITH 3/8" MINIMUM DIAMETER BOLTS SPACED AT A MAXIMUM OF 48" ON CENTER. BOLTS MUST BE EMBEDDED A MINIMUM OF 7" INTO CONCRETE OR MASONRY. SEE PLANS AND DETAILS FOR SPECIFIC REQUIREMENTS WHERE APPLICABLE.

9. RIM JOIST IS TO BE 1 1/2" LSL MINIMUM.

10. PROVIDE DOUBLE JOIST UNDER ALL PARALLEL PARTITION WALLS AND SOLID BLOCKING UNDER PERPENDICULAR PARTITION WALLS.

11. CONTACT THIS OFFICE PRIOR TO MAKING ANY CHANGES TO THESE DETAILS.

FOUNDATIONS
1. THE FOUNDATION DESIGN IS BASED ON THE RECOMMENDATION IN THE GEOTECHNICAL REPORT PREPARED BY GEOSOURCES, DATED AUGUST 17, 2018, DOC ID: DOW.HIGHLANDSDRSE.RG.ORMED IN ACCORDANCE WITH CHAPTER 18 OF THIS CODE.

2. THE FOUNDATION DESIGN IS BASED ON THE FOLLOWING VALUES:
ALLOW. SOIL BEARING 1500 PSF
SOIL FRICTION .35
EQUIV. FLUID PRESSURES
ACTIVE PRESSURE* 35 PCF
PASSIVE PRESSURE 350 PCF

3. ALL FOOTINGS SHALL BE FOUNDED AT LEAST 18" BELOW THE UNDISTURBED GROUND SURFACE OR TO FROST DEPTH. ALL FOOTINGS SHALL BE FOUNDED ON COMPACTED FILL OR UNDISTURBED NATURAL GRADE UNLESS OTHERWISE NOTED.

4. COMPACTION: MATERIAL FOR FILLING AND BACKFILLING SHALL MEET THE REQUIREMENTS OF THE ABOVE MENTIONED GEOTECHNICAL REPORT.

PIPE FOUNDATION
1. 2"Ø GALVANIZED SCHEDULE 80 PIPE, ASTM A-53, TYPE E GRADE 15 IS TO BE USED AT ALL LOCATIONS.

2. PROVIDE 1/4" CAP ON BOTTOM OF PILE AND 1/4"x3"x3" CAP ON TOP OF PILES. PROVIDE SQUARE AND THREADED ENDS. USE THREADED OR SLIP COUPLERS TO EXTEND PIPE PILES. LENGTHS TO BE DETERMINED BY FIELD CONDITIONS.

3. PIPE PILING TO BE INSTALLED UNDER THE OBSERVATION OF THE GEOTECHNICAL ENGINEERS.

CONCRETE
1. ALL CONCRETE UNLESS OTHERWISE NOTED SHALL BE REGULAR WEIGHT HARD ROCK TYPE (150 PCF) AGGREGATES SHALL CONFORM TO ASTM C33 WITH PROVEN SHRINKAGE CHARACTERISTICS OF LESS THAN 0.05%.

2. ALL CONCRETE DESIGN IS BASED ON A 28 DAY COMPRESSIVE STRENGTH (Fc) OF 2500 PSI. WHERE 3000 PSI CONCRETE IS REQUIRED BY THE BUILDING DEPARTMENT FOR WEATHERING PURPOSES ONLY, NO SPECIAL INSPECTION IS REQUIRED.

3. CEMENT SHALL CONFORM TO ASTM C150, TYPE I, CSA NORMAL.

4. MAXIMUM SLUMP SHALL NOT EXCEED 4 INCHES IN FLATWORK.

5. PLACEMENT OF CONCRETE SHALL BE IN CONFORMANCE WITH ACI 301.

6. CONCRETE SHALL BE MAINTAINED IN A MOIST CONDITION FOR A MINIMUM OF FIVE (5) DAYS AFTER PLACEMENT. ALTERNATE METHODS WILL BE APPROVED IF SATISFACTORY PERFORMANCE CAN BE ASSURED.

7. KEYED CONSTRUCTION JOINTS SHALL BE USED IN ALL CASES. ALL CONSTRUCTION JOINTS SHALL BE THOROUGHLY CLEANED AND ALL LAITANCE SHALL BE REMOVED. ALL VERTICAL JOINTS SHALL BE THOROUGHLY WETTED AND SLUSHED WITH A COAT OF NEAT CEMENT IMMEDIATELY BEFORE PLACING NEW CONCRETE.

8. SUBMIT LOCATION OF POUR JOINTS PRIOR TO PLACEMENT. POUR JOINTS SHALL BE LOCATED TO MINIMIZE EFFECTS OF SHRINKAGE AS WELL AS PLACED AT POINTS OF LOW STRESS. MAXIMUM AREA OF POUR JOINTS IS 400 SF.

9. MINIMUM CONCRETE COVERAGE OF REINFORCING STEEL FOR FORMED WORK SHALL BE AS FOLLOWS:
INTERIOR WALL: 3/4"
EXTERIOR WALLS, EXPOSED TO WEATHER: 1 1/2"
EXPOSED TO EARTH OR WEATHER (#5 OR SMALLER): 1 1/2"
*NOTE: CONCRETE CAST AGAINST GROUND SHALL HAVE 3" MIN. COVERAGE

10. PIPES OTHER THAN ELECTRICAL CONDUITS SHALL NOT BE EMBEDDED IN STRUCTURAL CONCRETE EXCEPT WHERE SPECIFICALLY APPROVED.

11. CONCRETE MIXES SHALL BE PROVIDED IN ACCORDANCE WITH ACI 318 (WHEN STRENGTH DATA FROM TRIAL BATCHES OR FIELD EXPERIENCE ARE NOT AVAILABLE).

PER	CEMENT CONTENT	SACKS
	LBS/CUBIC YARD (MINIMUM)	CUBIC YARD
Fc (PSI) (MINIMUM)		
2500 (no special inspection)	470	5
SEE NOTE A		
3000	517	5 1/2

MIXES SHALL BE PROPORTIONED TO PRODUCE A SLUMP OF 5" OR LESS. NO MORE THAN A 1" PLUS TOLERANCE SHALL BE ALLOWED.

A) WHERE SPECIAL INSPECTION IS NOT REQUIRED UNDER SECTION 1704.4 OF THE I.B.C., CONCRETE SHALL HAVE A MINIMUM CEMENT CONTENT OF 5 SACKS PER CUBIC YARD OF CONCRETE.

B) DESIGN MIX (OTHER THAN AS SPECIFIED IN THIS TABLE) SHALL BE SUBMITTED TO THE BUILDING OFFICIAL TWO WEEKS PRIOR TO FIRST USE.

REINFORCING STEEL
1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 (fy = 60 KSI) FOR BAR SIZES NO. 5 # LARGER, GRADE 40 (fy = 40 KSI) FOR NO. 3 AND NO. 4 BARS.

2. ALL REINFORCING STEEL SHALL BE LAPPED AS NOTED ON THE PLANS. WHERE LAP OR SPLICE LOCATIONS ARE NOT SPECIFICALLY INDICATED ON THE CONSTRUCTION DOCUMENTS, LAPS AND/OR SPLICES SHALL BE 42 BAR DIA AND BE WELL STAGGERED.

3. COMPLETE REINFORCING PLACEMENT DRAWINGS PREPARED IN ACCORDANCE WITH ACI 315 SHALL BE REVIEWED BY THE ENGINEER AND AVAILABLE ON THE JOB SITE PRIOR TO THE PLACING OF CONCRETE.

4. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A82 AND A185 AND SHALL BE 6x6 W2.1/W2.1 UNLESS OTHERWISE NOTED. LAP REINFORCEMENT 6" MINIMUM.

5. ANCHOR BOLTS, DOWELS AND OTHER EMBEDDED ITEMS SHALL BE SECURELY TIED IN PLACE BEFORE CONCRETE IS POURED. SLAB ON GRADE REINFORCEMENT SHALL BE PLACED AT MID-DEPTH OF SLAB AND SHALL BE HELD SECURELY IN PLACE WITH MECHANICAL DEVICES DURING PLACING OF THE CONCRETE.

ROOF TRUSS

1. THE TRUSSES SHALL BE DESIGNED BY THE FABRICATOR TO FIT DIMENSIONS AND LOADS INDICATED ON THE PLANS AND IN THE STRUCTURAL NOTES. ALL DESIGNS SHALL BE IN ACCORDANCE WITH ALLOWABLE VALUES ASSIGNED BY THE BUILDING CODE. CONCENTRATED MECHANICAL ROOF LOADS SHALL BE INCLUDED IN THE DESIGN. VERIFY WEIGHTS AND LOCATIONS WITH THE ARCHITECT. SHOP DRAWINGS MUST BE RETAINED AT THE JOB SITE AND AVAILABLE TO THE BUILDING INSPECTOR FOR REFERENCE. THE TRUSS CALCULATION PACKAGE SHALL BE DESIGNED UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF WASHINGTON. THE TRUSS ENGINEER SHALL ASSUME ALL RESPONSIBILITY FOR THE WORK OF ALL SUBORDINATES INVOLVED IN THE PREPARATION OF THE TRUSS PLACEMENT PLANS AND THE TRUSS DESIGN DRAWINGS.

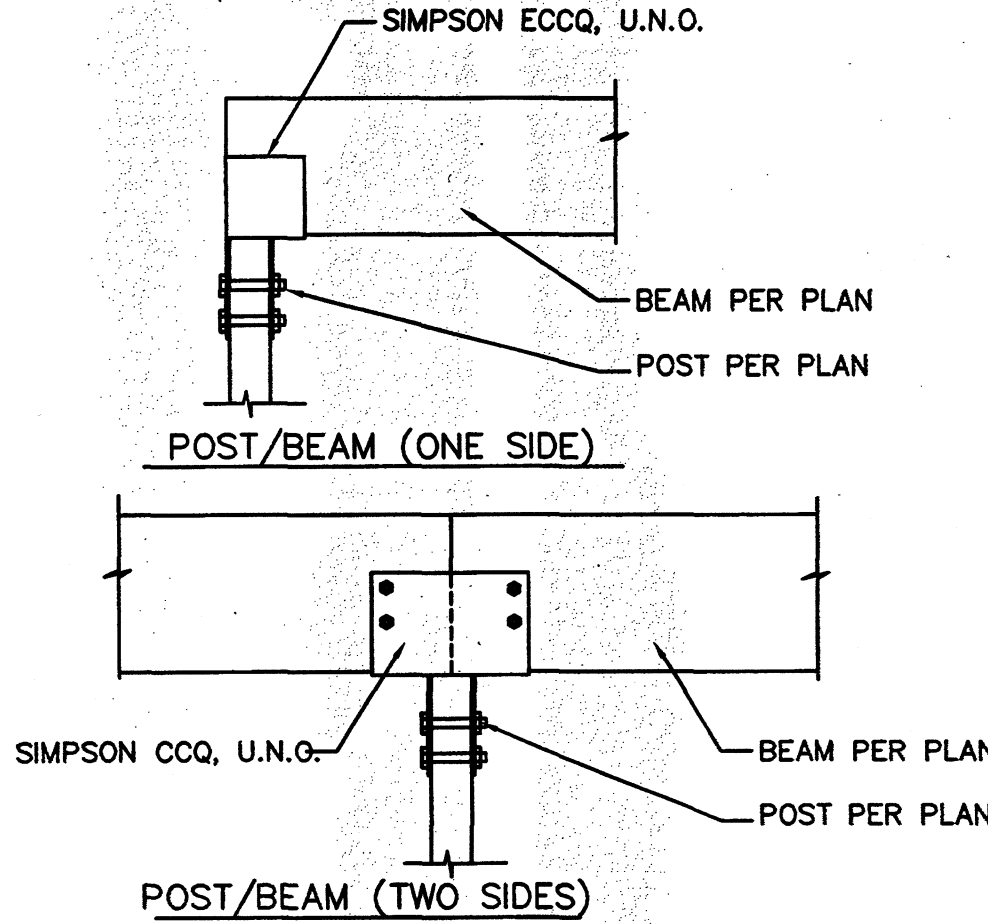
2. SHOP DRAWINGS AND CALCULATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION. DRAWINGS AND CALCULATIONS SHALL BE STAMPED AND SIGNED BY A REGISTERED PROFESSIONAL ENGINEER. THE DRAWINGS SHALL SHOW ALL CRITICAL DIMENSIONS AS WELL AS THE LOADS THE TRUSSES ARE DESIGNED TO SUPPORT. THE TRUSSES ARE TO BE ERECTED AND INSTALLED IN ACCORDANCE WITH THE PLANS, APPROVED FABRICATOR DRAWINGS, AND INSTALLATION SUGGESTIONS. CONTRACTOR SHALL GIVE NOTIFICATION PRIOR TO ENCLOSING THE TRUSSES TO PROVIDE AN OPPORTUNITY FOR INSPECTION OF THE INSTALLATION. DESIGN AND PROVIDE BRIDGING BETWEEN THE TRUSSES, CONTINUOUS LATERAL BRACING AND DIAGONAL BRACING PER TRUSS PLATE INSTITUTE RECOMMENDATIONS. SHOP DRAWINGS MAY CONTAIN THE MANUFACTURERS ENGINEERING RESPONSIBILITY LIMITATIONS. HOWEVER, THEY SHALL MAKE NO STATEMENT AS TO THE ENGINEER OF RECORD RESPONSIBILITIES.

GLUED-LAMINATED TIMBER

1. ADHESIVE SHALL BE FOR WET USE.

2. LAMINATIONS SHALL BE OF DOUGLAS FIR/WESTER LARCH, COMBINATION 24F-V4 FOR SIMPLE SPAN BEAMS AND 24F-V8 FOR CONTINUOUS MULTIPLE SPAN AND CANTILEVERED BEAMS, FABRICATED IN ACCORDANCE WITH AITC A190.1 AND ASTM D 3737.

3. FABRICATION SHALL BE BY A LICENSED FABRICATOR; SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION. AITC CERTIFICATES OF INSPECTION ARE REQUIRED FOR ALL MEMBERS.



1 TYP. POST TO BEAM CONN.

GENERAL

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CONTRACT DRAWINGS.

2. DURING THE CONSTRUCTION PERIOD THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE BUILDING. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING, BRACING AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES. ANY DEVIATION MUST BE APPROVED PRIOR TO ERECTION.

3. ALL ERECTION PROCEDURES SHALL CONFORM TO OSHA STANDARDS. ANY DEVIATION MUST BE APPROVED BY OSHA PRIOR TO ERECTION.

4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION PROCEDURES INCLUDING LAGGING, SHORING AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH THE WORK.

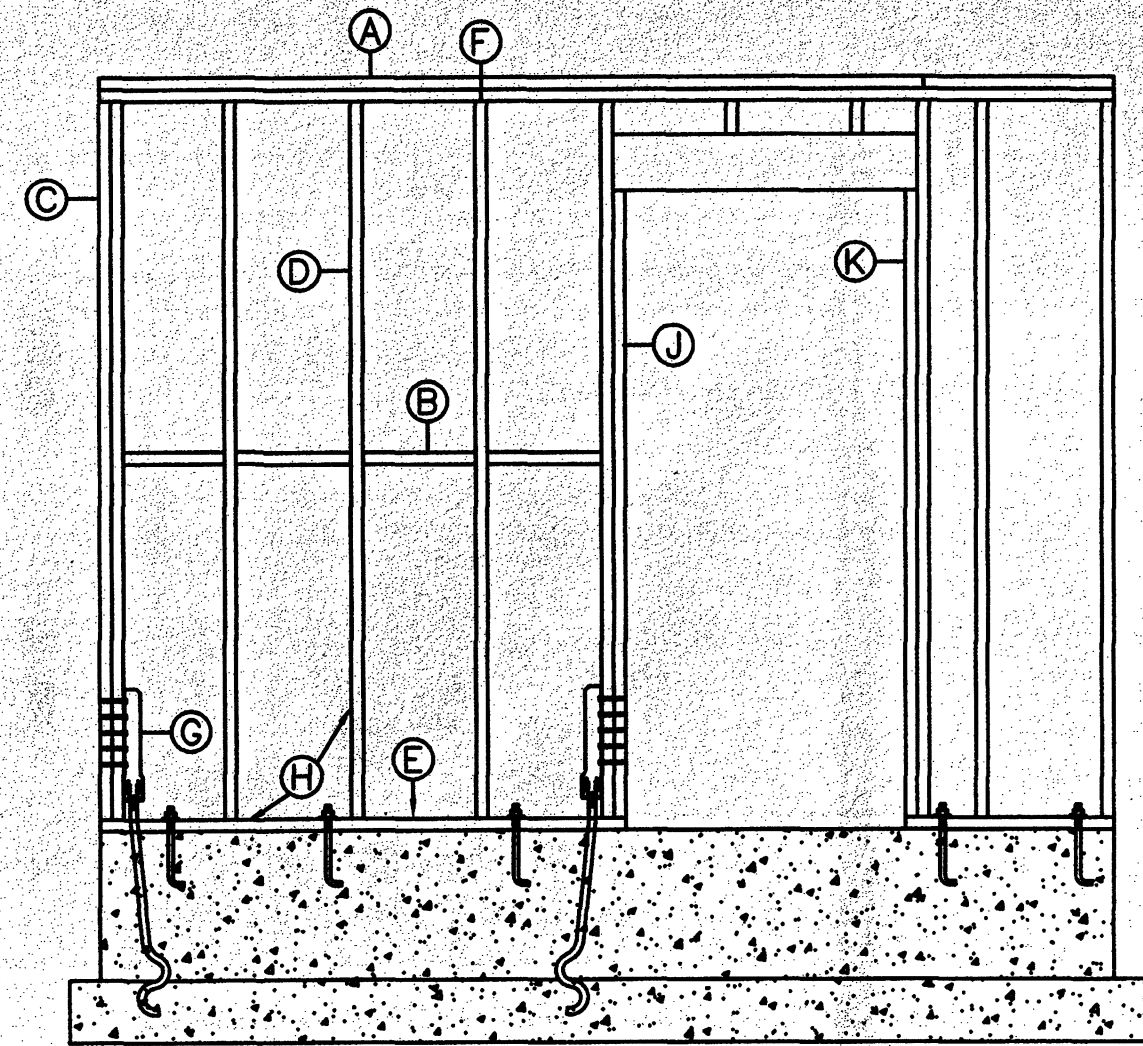
6. SHOP DRAWINGS FOR PREFABRICATED TRUSSES AND MANUFACTURED FLOOR JOISTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION.

7. DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED SUBJECT TO REVIEW BY THE ENGINEER.

8. ALL DETAILS DESIGNATED AS STANDARD OR TYPICAL SHALL OCCUR IN ADDITION TO ANY OTHER SPECIFIC DETAIL CALLED OUT.

9. COORDINATE WITH MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR SIZE AND LOCATION OF ALL OPENINGS REQUIRED FOR DUCTS, PIPES, PIPE SLEEVES, ELECTRICAL CONDUITS, AND OTHER ITEMS TO BE EMBEDDED IN CONCRETE OR OTHERWISE INCORPORATED IN STRUCTURAL WORK.

10. PROVIDE OPENINGS AND SUPPORTS, AS REQUIRED PER STANDARD DETAILS FOR HEATERS, MECHANICAL EQUIPMENT, VENTS, DUCTS, PIPING, ETC. ALL SUSPENDED MECHANICAL EQUIPMENT SHALL BE SWAY OR LATERALLY BRACED



A DOUBLE TOP PLATE W/ EDGE NAILING (STAGGER)

B SHEARWALL EDGE NAILING AT ALL PANEL EDGES. BLOCKING AT ALL PANEL EDGES WHERE APPLICABLE.

C EDGE NAILING TO HOLDOWN POST (FULL HEIGHT) STAGGER INTO DOUBLE STUDS

D STUDS @ 16" ON CENTER

E PRESSURE TREATED SILL PLATE WITH EDGE NAILING AND ANCHOR BOLTS PER SHEARWALL SCHEDULE.

F TOP PLATE SPLICE NAILING TO BE (8) 16d SINKERS (MIN). LAP 48" MINIMUM. CENTER SPLICE ON STUD.

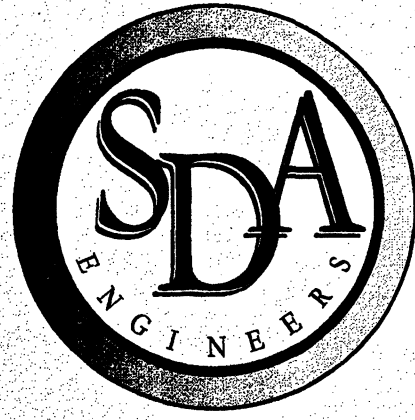
G HOLDOWN PER SCHEDULE AND PLAN (HDQ8-SDS3 SHOWN)

H COORDINATE ALL STUD AND PLATE SIZES w/ SHEARWALL SCHEDULE REQUIREMENTS

I EDGE NAILING TO POSTS, TRIM STUDS, AND KING STUDS

K BEARING STUD FOR HEADER

2 STD. SHEARWALL ELEVATION W/O RIM



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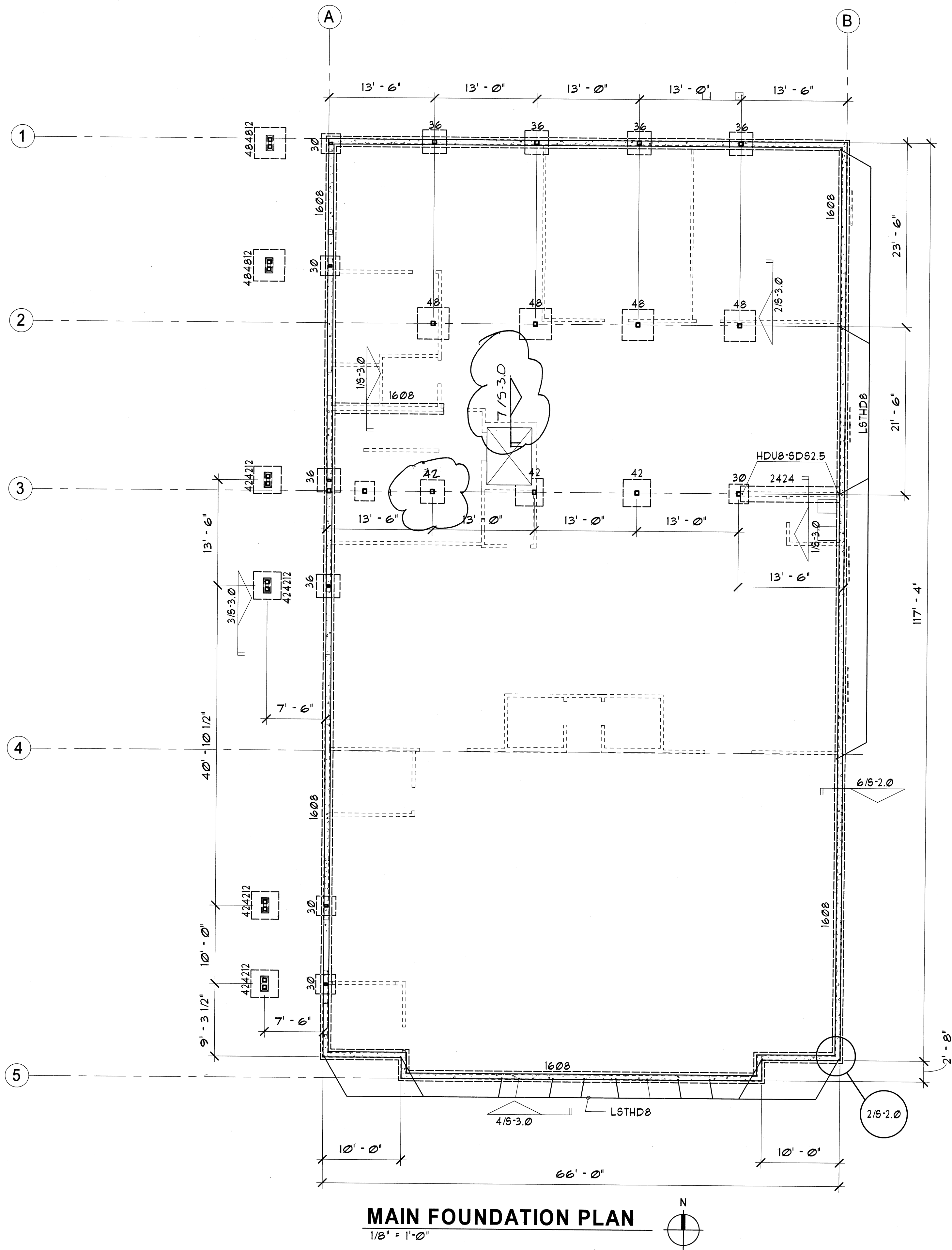


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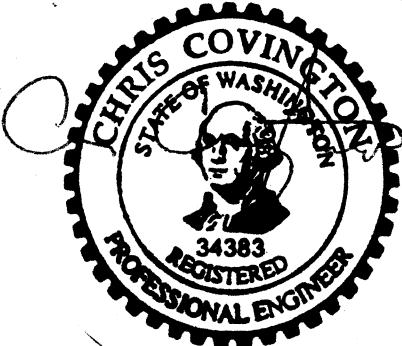
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STRUCTURAL
NOTES
S-1.0



MAIN FOUNDATION PLAN
1/8" = 1'-0"

NOTE:
SEE FOOTING SIZE & REINFORCING SHEET S-2.0



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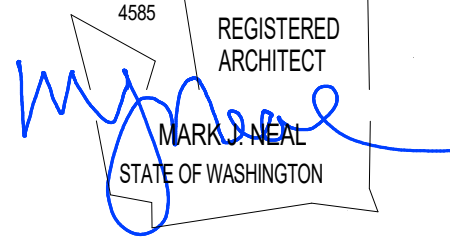
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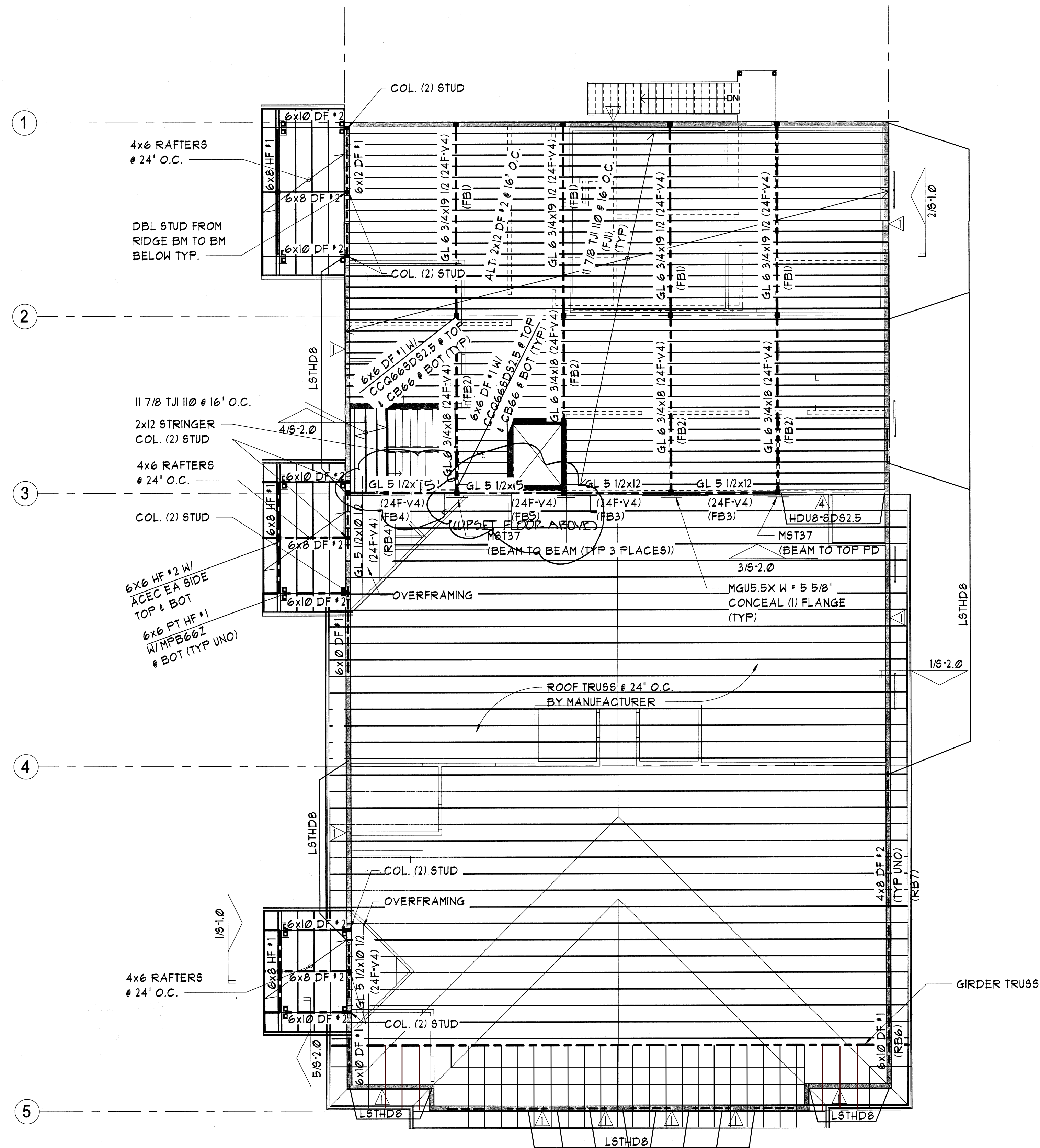
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ROOF FRAMING GENERAL NOTES

- ROOF FRAMING BY DEFERRED SUBMITTAL
- HI HOLDOWN AT EA. TRUSS, TYP.

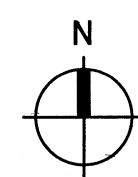
STRUCTURAL PLAN LEGEND

- WALL BELOW, BEARING
- WALL BELOW, NONBEARING
- WALL ABOVE
- TOP OF FOOTING ELEVATION



SECOND FLOOR FRAMING PLAN / AND LOWER FLOOR ROOF FRAMING

1/8" = 1'-0"



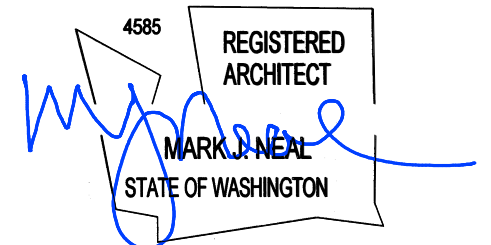
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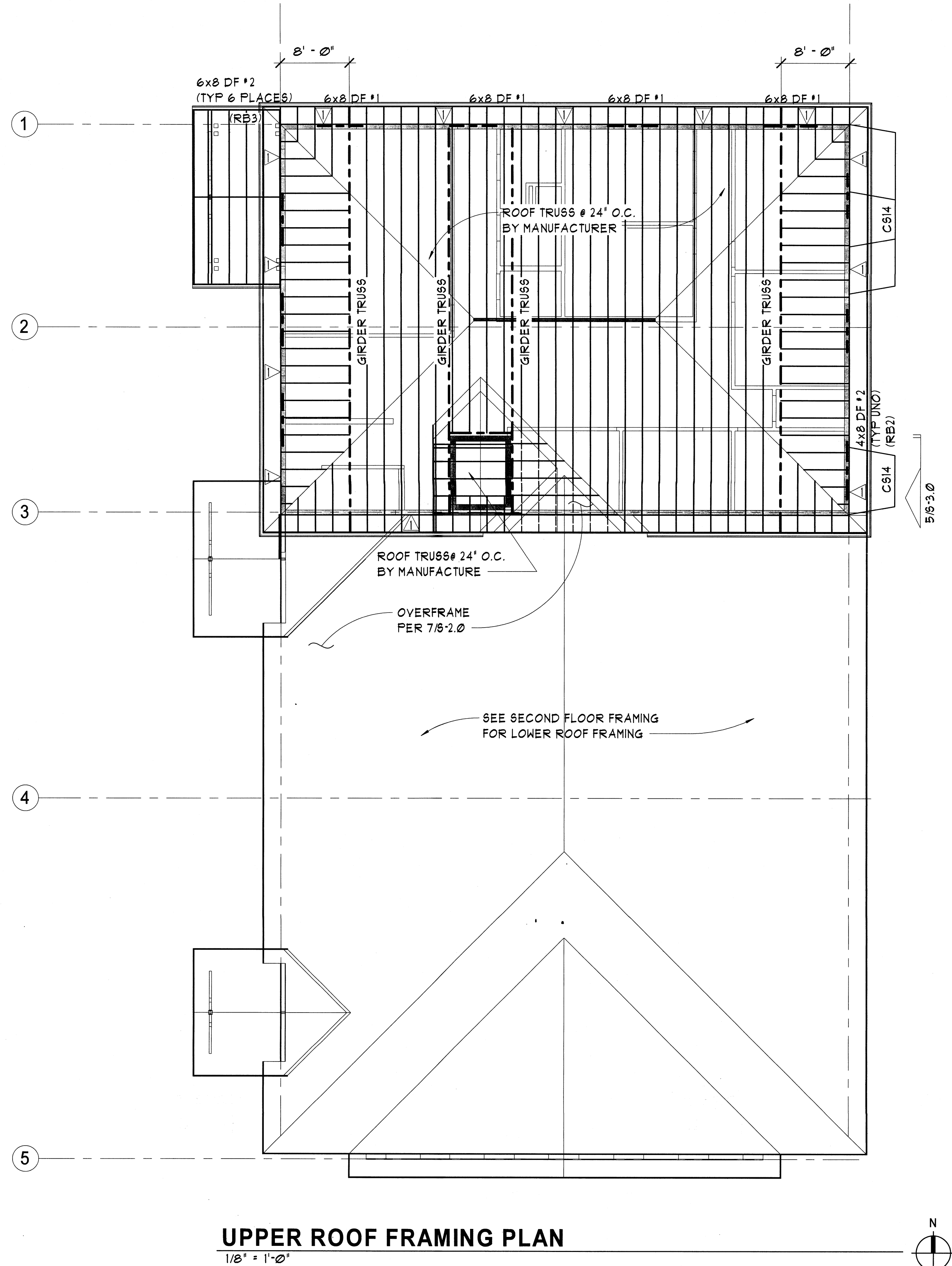
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STRUCTURAL PLAN LEGEND

- ===== WALL BELOW, BEARING
===== WALL BELOW, NONBEARING
===== WALL ABOVE
+ TOP OF FOOTING ELEVATION



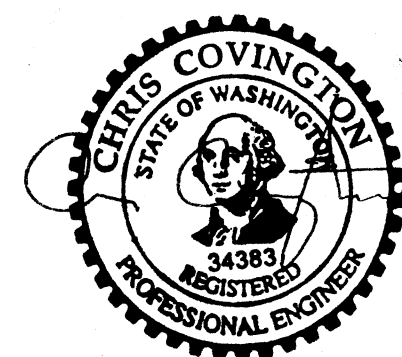
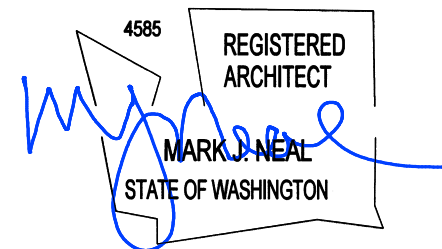
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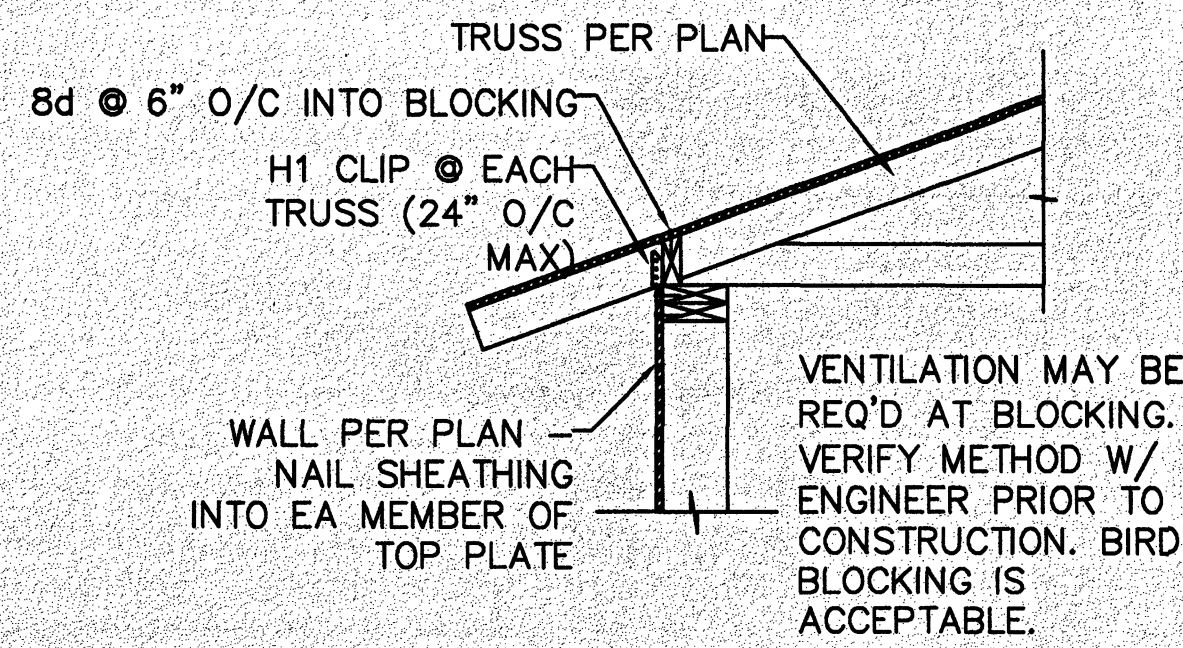
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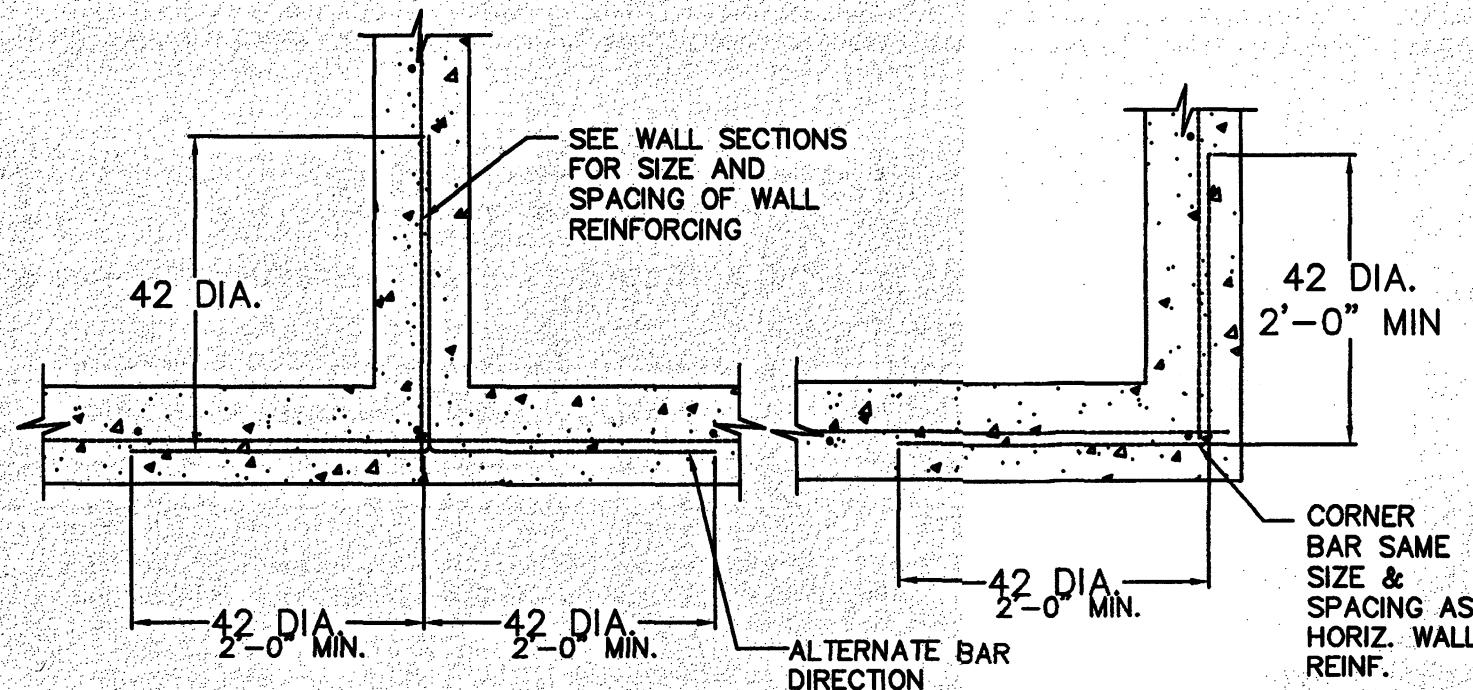
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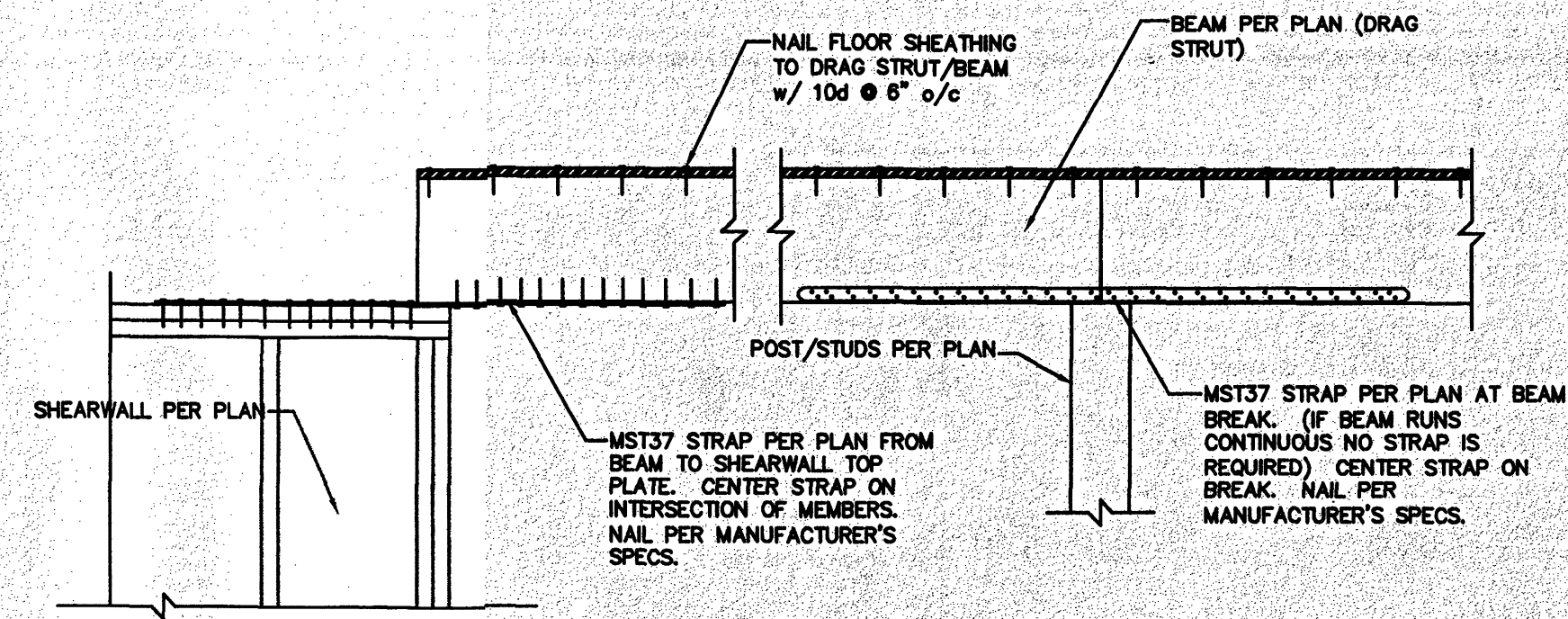
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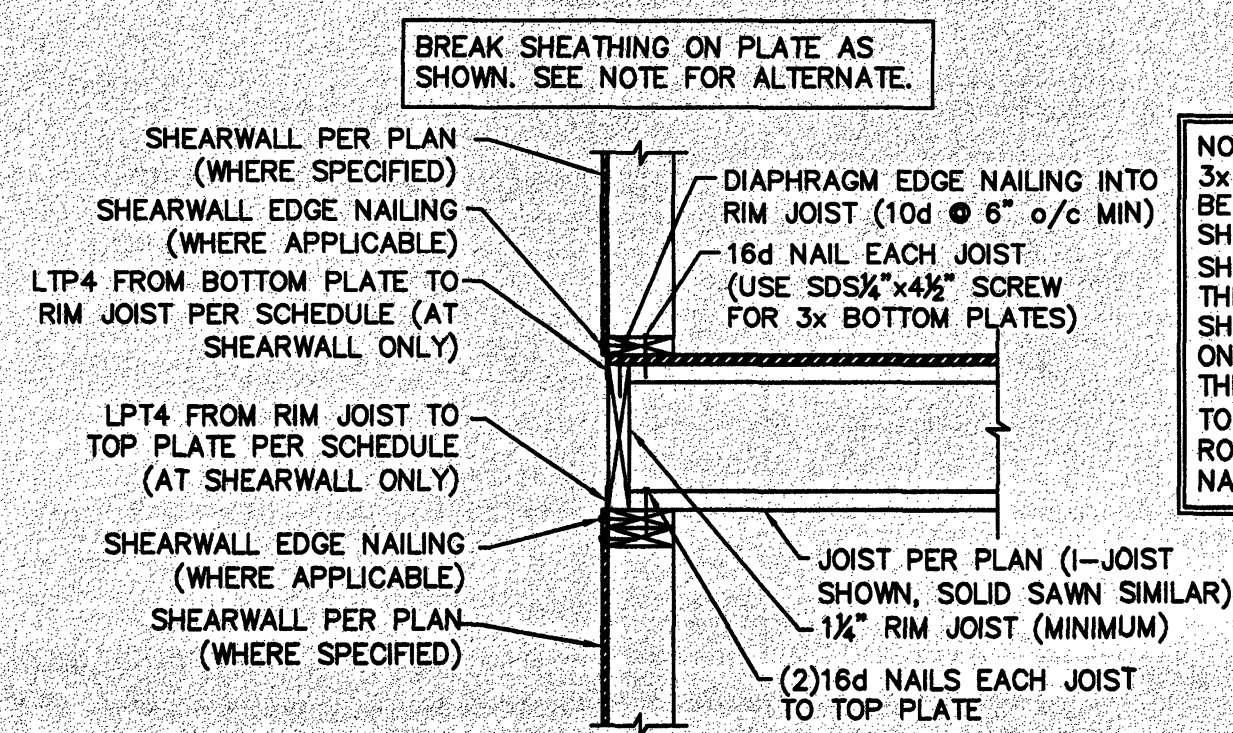
1 ROOF/SHEARWALL CONN.



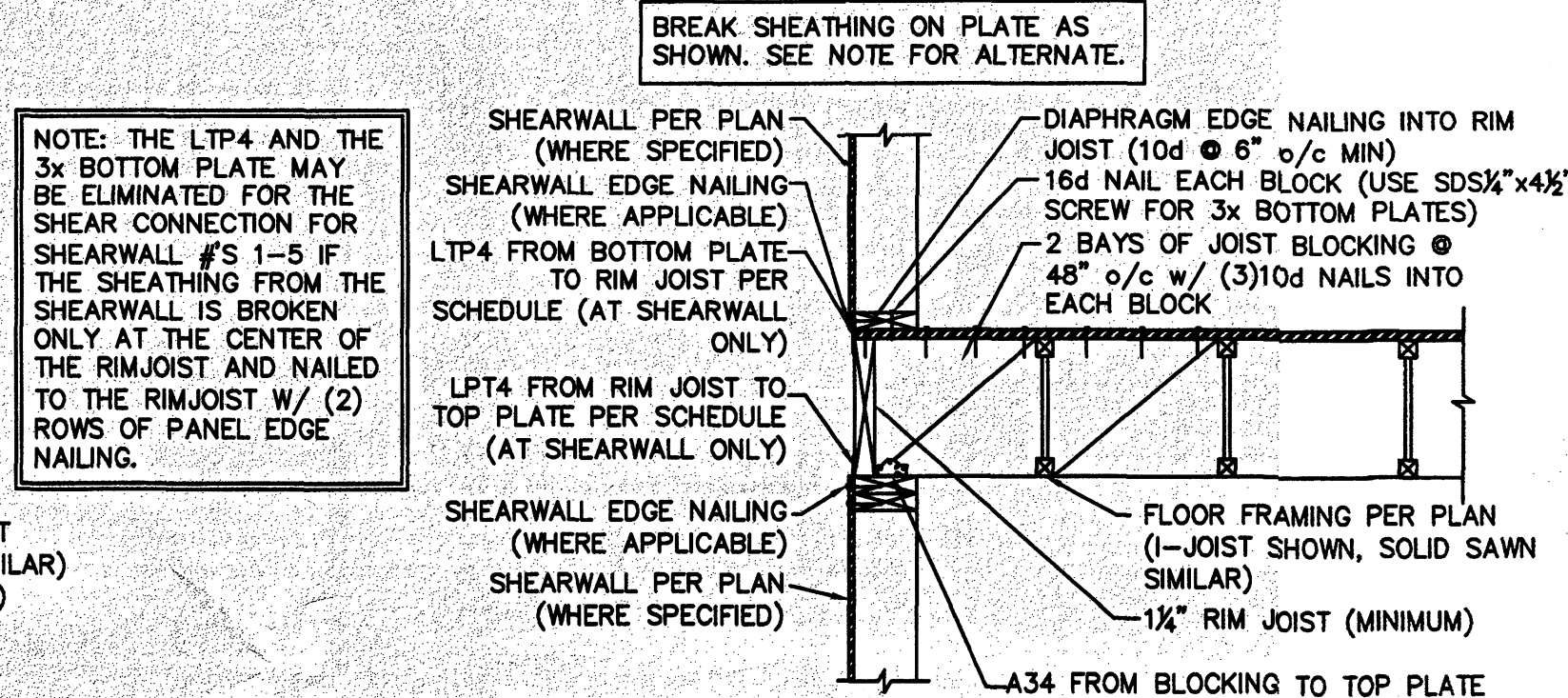
2 CORNER REINFORCEMENT DETAILS



3 DRAG STRUT/WALL CONNECTION

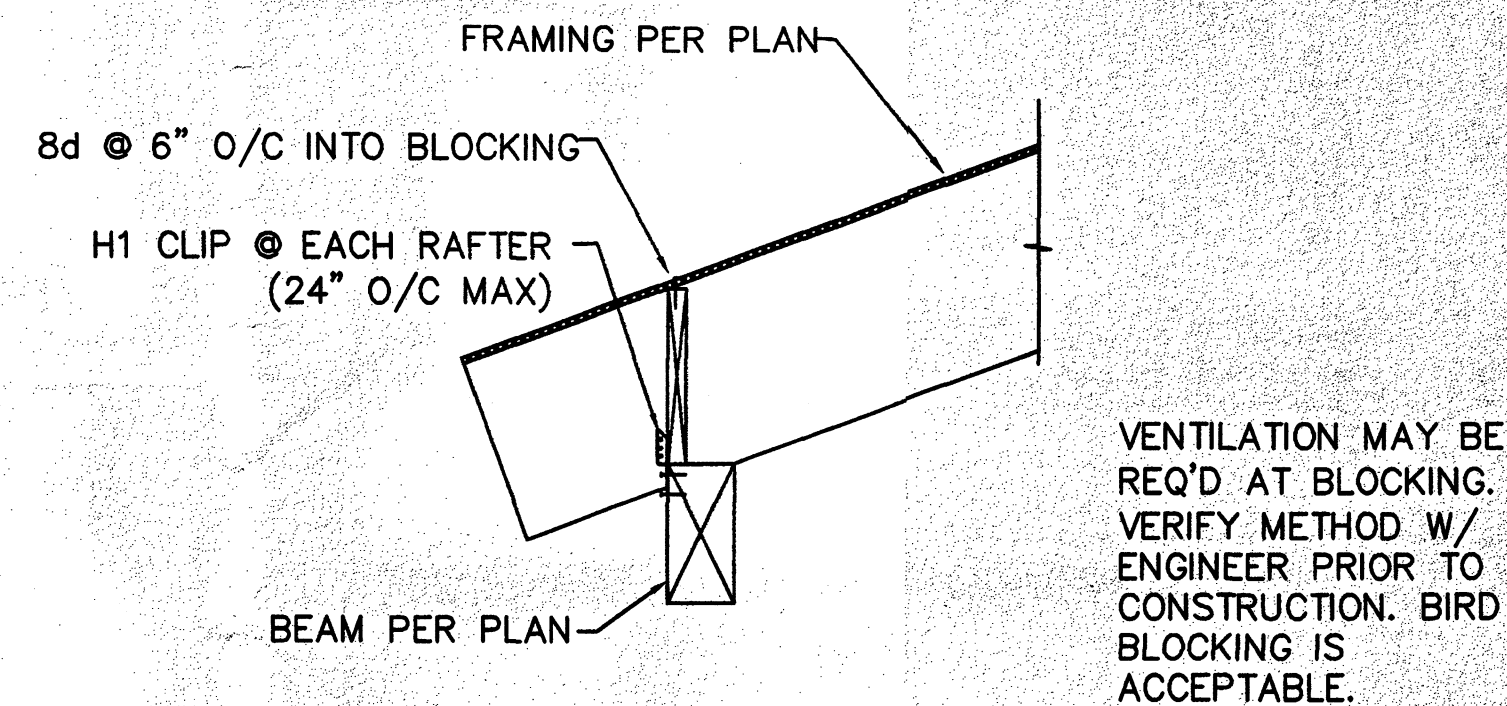


A JOIST PERPENDICULAR

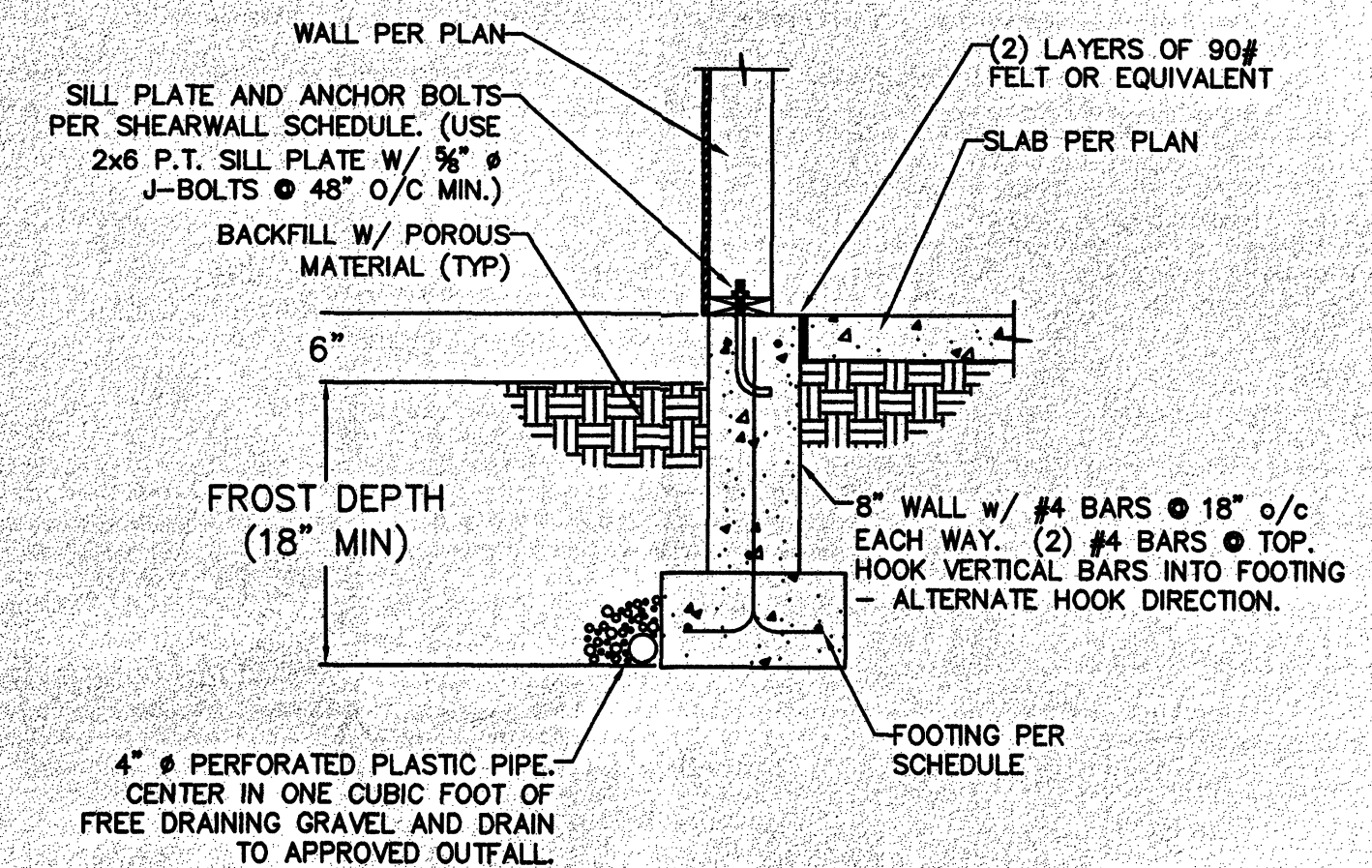


B JOIST PARALLEL

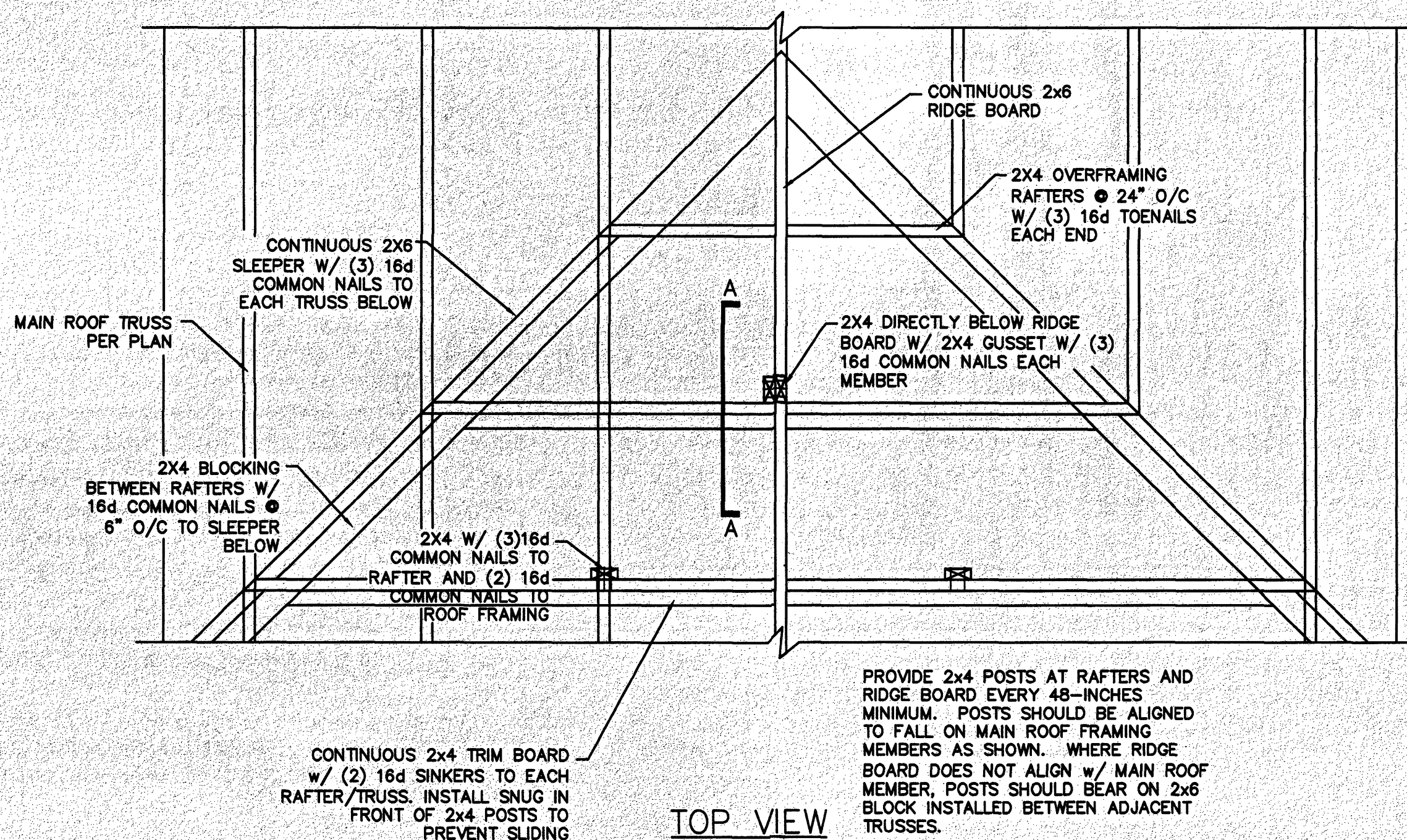
4 FLOOR JOIST/SHEARWALL CONNECTION



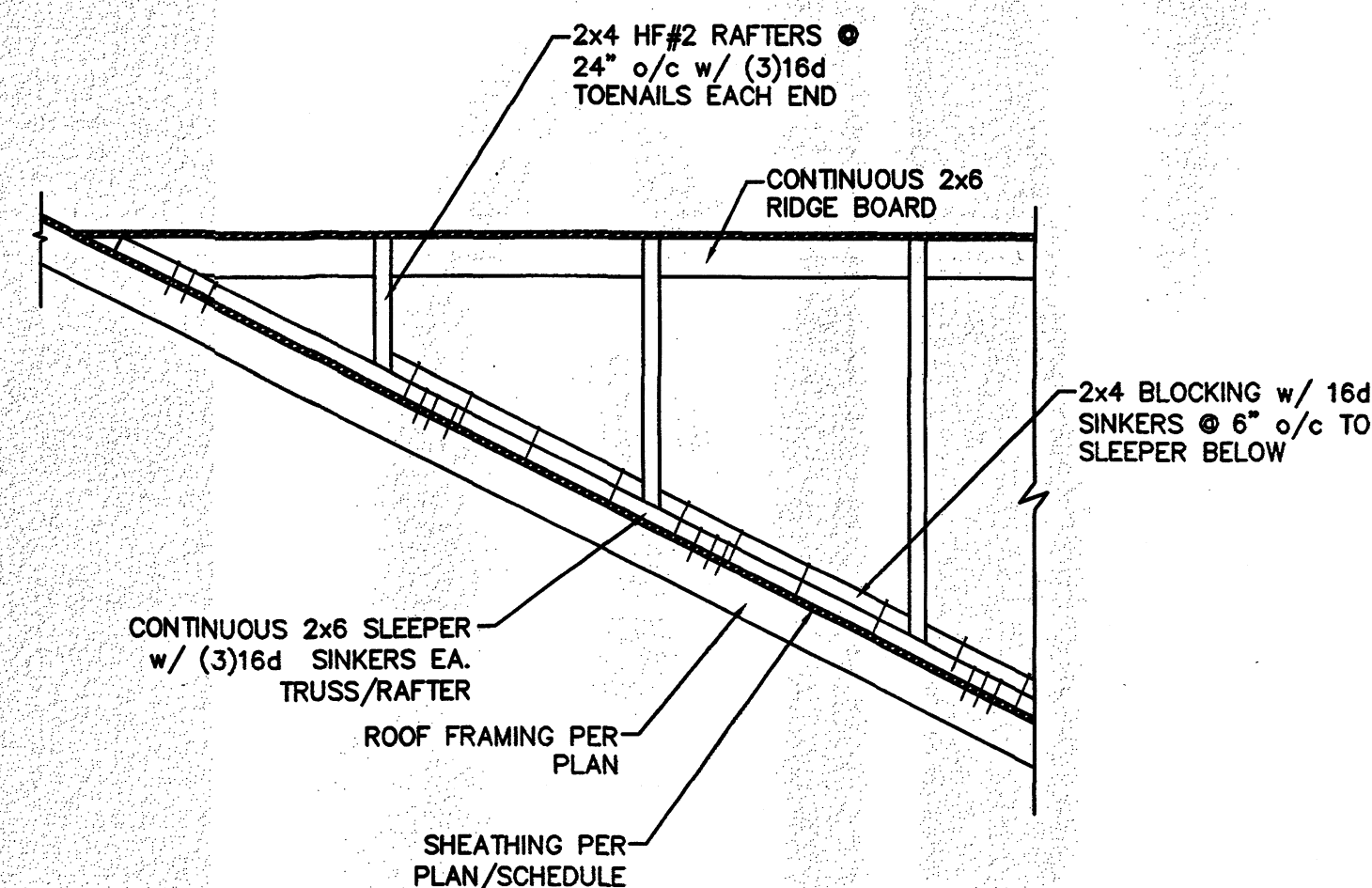
5 ROOF/BEAM CONN.



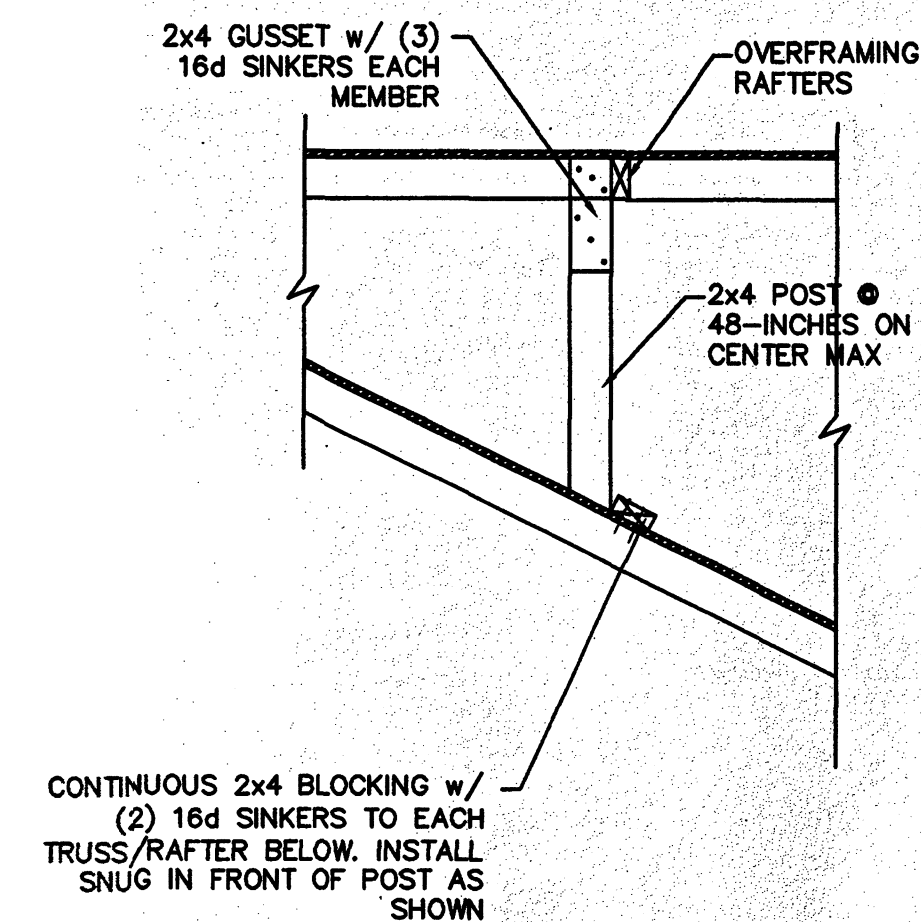
6 FNDN/SHEARWALL CONN
SCALE: 3/4"=1'-0"



TOP VIEW



SIDE VIEW

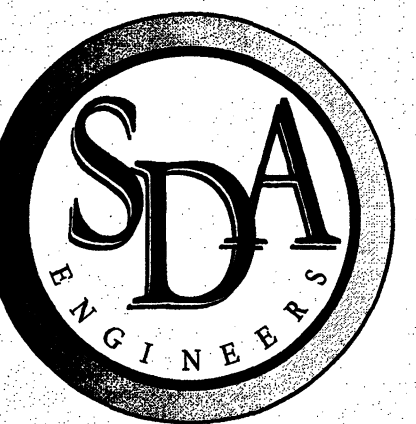


SECTION A-A

7 TYPICAL ROOF OVERFRAMING DETAILS

1608	16" x 8" CONCRETE FOOTING w/ (2) #4 BARS CONTINUOUS
2424	24" x 12" CONCRETE FOOTING w/ (3) #4 BARS CONTINUOUS
30	30" x 30" x 12" DEEP CONCRETE FOOTING w/ (2) #4 BARS EACH WAY
36	36" x 36" x 12" DEEP CONCRETE FOOTING w/ (3) #4 BARS EACH WAY
42	42" x 42" x 12" DEEP CONCRETE FOOTING w/ (4) #4 BARS EACH WAY
424212	42" x 42" x 12" DEEP CONCRETE FOOTING w/ (5) #4 BARS EACH WAY, TOP & BOT
48	48" x 48" x 12" DEEP CONCRETE FOOTING w/ (5) #4 BARS EACH WAY
484812	48" x 48" x 12" DEEP CONCRETE FOOTING w/ (6) #4 BARS EACH WAY, TOP & BOT

8 FOOTING SCHEDULE

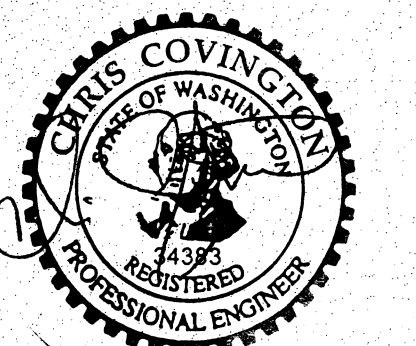


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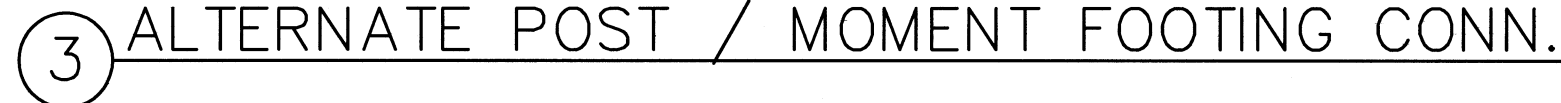
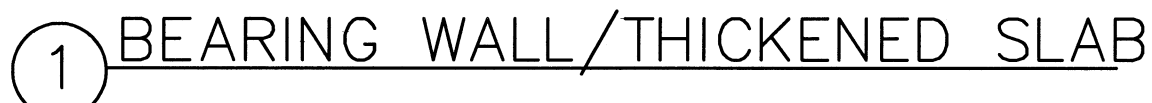


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STRUCTURAL
DETAILS
S-2.0

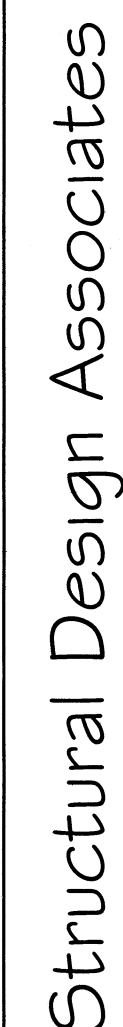


HOLDOWN NOTES

1. ALL-THREAD BOLTS SHALL CONFORM TO ASTM A307.
2. MINIMUM CONCRETE COMPRESSIVE STRENGTH $f'_c = 2500$ PSI
3. ALL HOLDOWNS REQUIRE A (2) 2x POST UNLESS NOTED OTHERWISE. HDU11 AND HHDQ14 REQUIRE A 6x6 D F# 2 MINIMUM POST SIZE, U.N.O. WHERE HOLDOWNS ARE INSTALLED INTO THE WIDE FACE OF THE STUD, THE STUDS MUST BE STITCH NAILED TOGETHER W/ 16d SINKERS STAGGERED @ 4" O/C.
4. MINIMUM EDGE DISTANCE IS FOR FORMED CONCRETE EXPOSED TO WEATHER OR SOIL. FOR CONCRETE CAST AGAINST SOIL PROVIDE 3" CLEAR TO ANCHOR BOLT.
5. NAILS/SCREWS TO HOLDOWN POST SHALL BE PER MANUFACTURER'S SPECIFICATIONS.
6. ALL HOLDOWN BOLTS MUST BE RE-TIGHTENED JUST PRIOR TO ENCLOSING 2ND SIDE OF WALL.

SHEARWALL NOTES

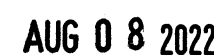
1. ALL STUDS, BLOCKING, TOP AND BOTTOM PLATES SHALL BE HEM-FIR NO. 2 UNLESS NOTED OTHERWISE ON PLANS. ALL SHEATHING EDGES MUST BE BACKED WITH 2x OR WIDER FRAMING (SEE NOTE #3).
2. SHEATHING MAY BE INSTALLED EITHER HORIZONTALLY OR VERTICALLY. ALL SHEARWALL SHEATHING MUST EXTEND TO THE OUTSIDE EDGE OF ALL HOLDOWN POSTS AND CORNERS, AND TO THE INSIDE EDGE OF FRAMING AROUND OPENINGS.
3. WHERE SHEATHING NAILING IS SHEARWALL #3 AND GREATER, ALL FRAMING MEMBERS RECEIVING EDGE NAILING FROM ABUTTING PANELS SHALL NOT BE LESS THAN A SINGLE 3-INCH NOMINAL MEMBER. ADDITIONALLY, WHERE SHEARWALLS ARE SHEATHED ON BOTH FACES, ALL STUDS AND PLATES RECEIVING EDGE NAILING FROM BOTH FACES MUST BE A SINGLE 3-INCH NOMINAL MEMBER OR PANEL JOINTS MUST BE STAGGERED. (2)2X MAY BE SUBSTITUTED FOR A 3x MEMBER PROVIDED THE MEMBERS ARE STITCH NAILED TOGETHER W/ 10d COMMONS @ 6" O/C FROM EACH SIDE.
4. SHEARWALL NAILING CRITERIA IS BASED ON TABLE 4.3A OF SDPWS 2015. VALUES ARE BASED ON HEM-FIR NO. 2 FRAMING WITH COMMON NAILS.
5. HOLDOWNS AND OTHER CONNECTIONS MAY BE REQUIRED AT THE ENDS OF MANY SHEARWALLS. SIZES AND LOCATIONS OF THESE CONNECTORS ARE INDICATED ON THE PLANS. REFER TO THE APPROPRIATE DETAILS AND/OR HOLDOWN SCHEDULE FOR ADDITIONAL INFORMATION REGARDING ANCHOR BOLTS, EMBEDMENT LENGTH, ETC. WHERE (2) 2x's ARE USED AS A HOLDOWN POST, SHEARWALL EDGE NAILING MUST BE STAGGERED INTO EACH MEMBER OF THE POST.
6. ANCHOR BOLTS MUST BE EMBEDDED A MINIMUM OF 7" INTO CONCRETE OR GROUTED CMU, AND SHALL BE PLACED TO PROVIDE A MINIMUM OF 2" COVER. PROVIDE 3" COVER FOR CONCRETE CAST AGAINST SOIL. A 3X3X.229" PLATE WASHER IS REQUIRED. THE PLATE WASHER SHALL EXTEND TO WITHIN 1/2" OF THE EDGE OF THE BOTTOM PLATE ON THE SHEATHED SIDE. FOR 2X6 WALLS SHEATHED ON BOTH SIDES, THE PLATE WASHERS MAY BE STAGGERED, OR YOU CAN USE 4 1/2 X 4 1/2 X .220" WASHER CENTERED ON THE PLATE
7. ALL MACHINE BOLTS SHALL BE ASTM A307 OR BETTER. HILTI KWIK BOLTS/SIMPSON TITEN HD BOLTS OF THE SAME DIAMETER AS SHOWN IN THE SHEARWALL SCHEDULE MAY BE SUBSTITUTED FOR ANCHOR BOLTS INTO EXISTING CONCRETE. BOLTS SHALL BE EMBEDDED A MINIMUM OF 5" INTO EXISTING CONCRETE.
8. ALL NAILS AND CONNECTORS IN CONTACT WITH PRESSURE TREATED WOOD (EXCEPT FOR BORITE TREATED WOOD) MUST BE HOT DIPPED GALVANIZED OR STAINLESS STEEL TO RESIST CORROSION.
9. WHERE 10d NAILS ARE SPACED AT 3" ON CENTER OR LESS, NAILS MUST BE STAGGERED.
10. OSB OF EQUAL OR GREATER THICKNESS MAY BE SUBSTITUTED FOR CDX SPECIFIED IN SHEARWALL SCHEDULE.



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NO.	DATE	BY	REVISION
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FOOD BANK
8021 20TH ST SE
LAKE STEVENS, WA 98258



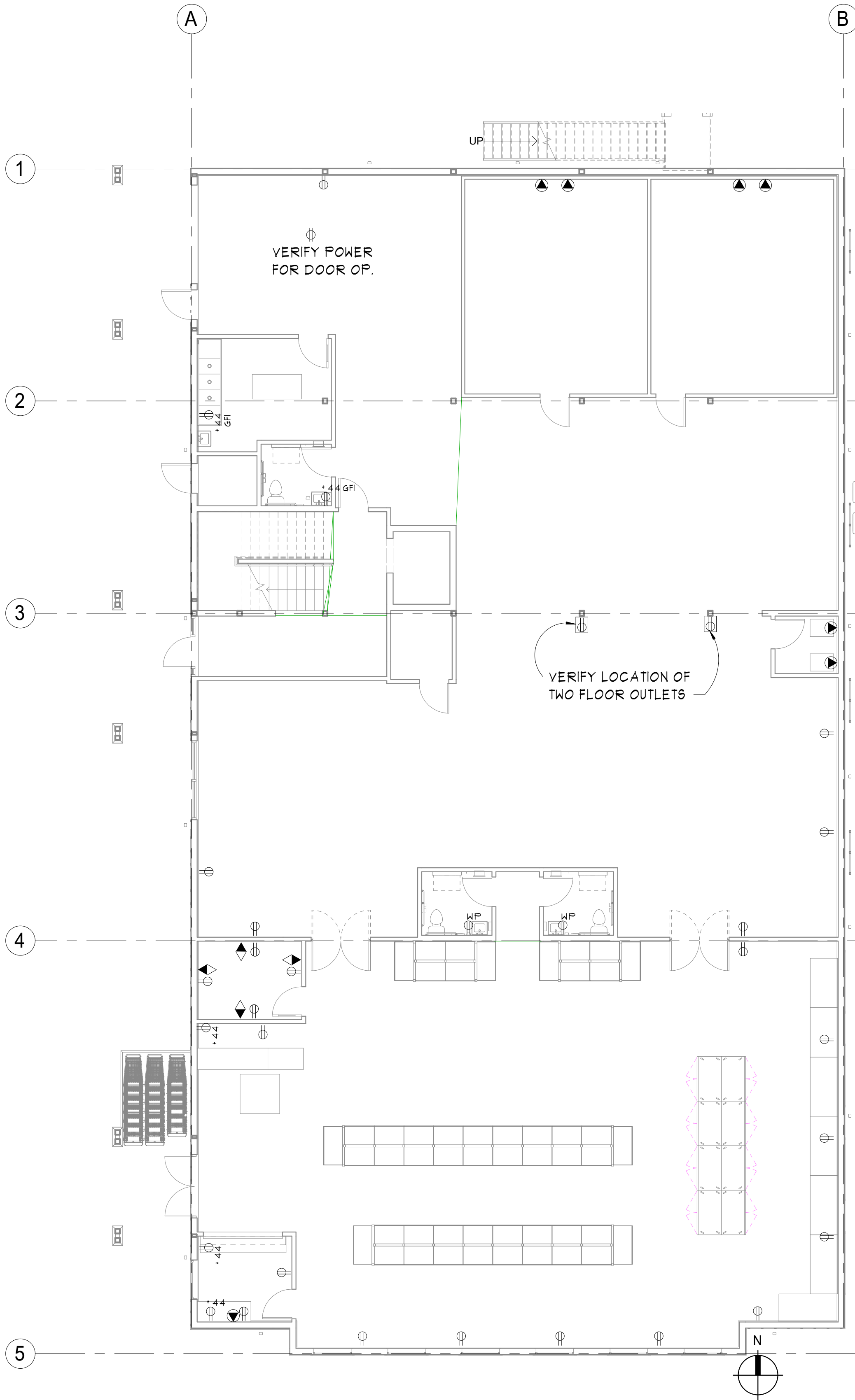
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Checked By: CHRIS
Date: 08-08-22

SDA JOB NO.
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STRUCTURAL
DETAILS
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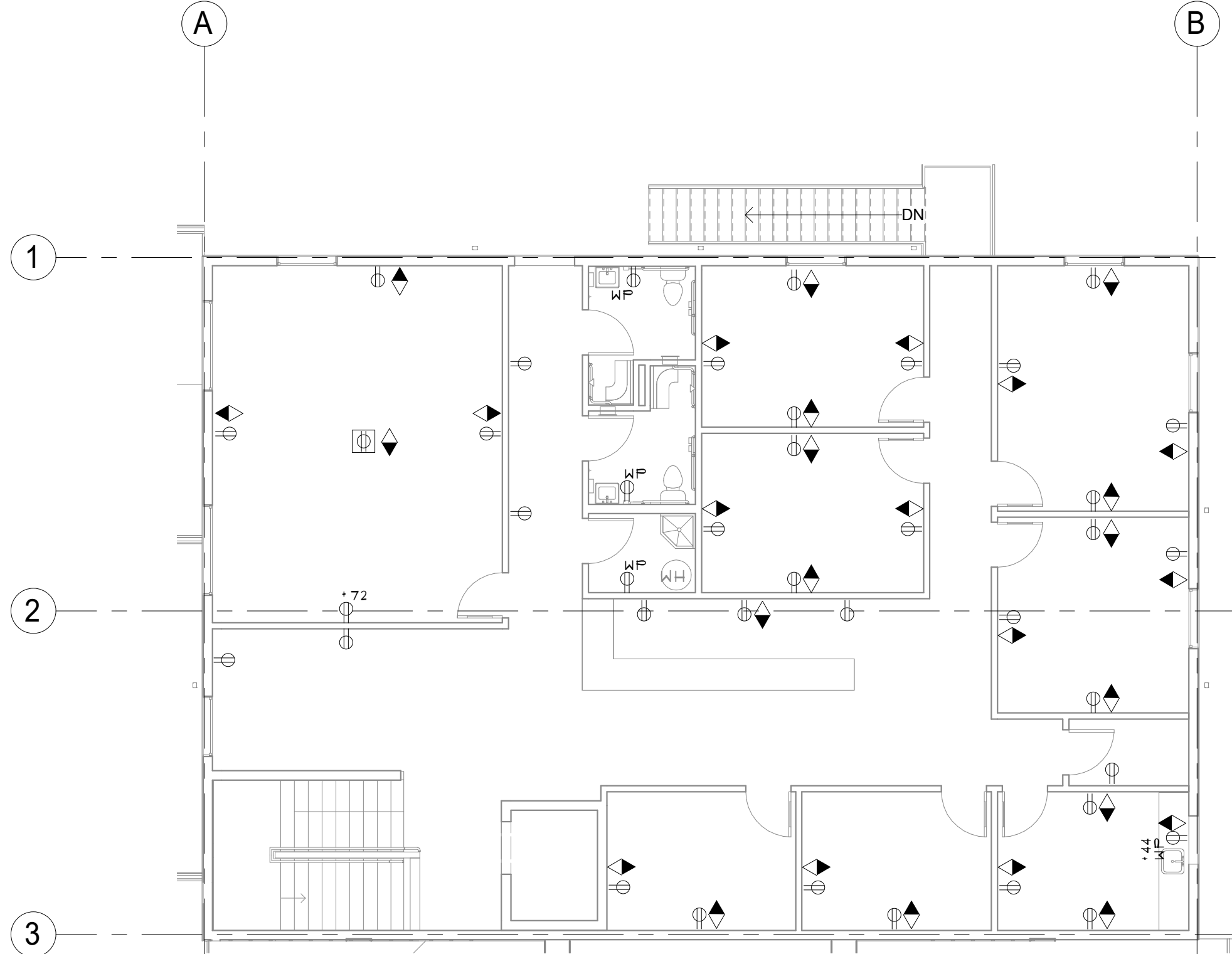
ELECTRICAL LEGEND

- SWITCH
- SWITCH - 3 WAY
- SWITCH - TIMER
- SWITCH - DIMMER
- THERMOSTAT
- RECEPTACLE - DUPLEX
- RECEPTACLE - DUPLEX GFI
- RECEPTACLE - DUPLEX WATER PROTECTED
- RECEPTACLE - DUPLEX GENERAL HOUSEKEEPING
- RECEPTACLE - CEILING MOUNTED
- RECEPTACLE - DOUBLE DUPLEX
- SINGLE 240V RECEPTACLE
- FLOOR MOUNTED RECEPTACLE
- RECESSED FLOOR BOX WITH COVER
SEE KEYNOTE FOR MORE INFO
- JUNCTION BOX
- RECEPTACLE - SPECIAL PURPOSE
SEE KEYNOTE FOR MORE INFO
- ELECTRICAL PANEL
- METER BASE
- TELEPHONE CONNECTION
- DATA CONNECTION
NUMBER INDICATES TYPE, SEE NOTES
- DATA/TELEPHONE CONNECTION
NUMBER INDICATES TYPE, SEE NOTES
- CAMERA CONNECTION
- ACCESS CONTROL
SEE DOOR SCHEDULE FOR TYPE
- TELEVISION OUTLET
- PUSHBUTTON DEVICE



MAIN FLOOR POWER/DATA PLAN

1/8" = 1'-0"



UPPER FLOOR POWER PLAN

1/8" = 1'-0"

REVISIONS		BY
1	Re-design	HE



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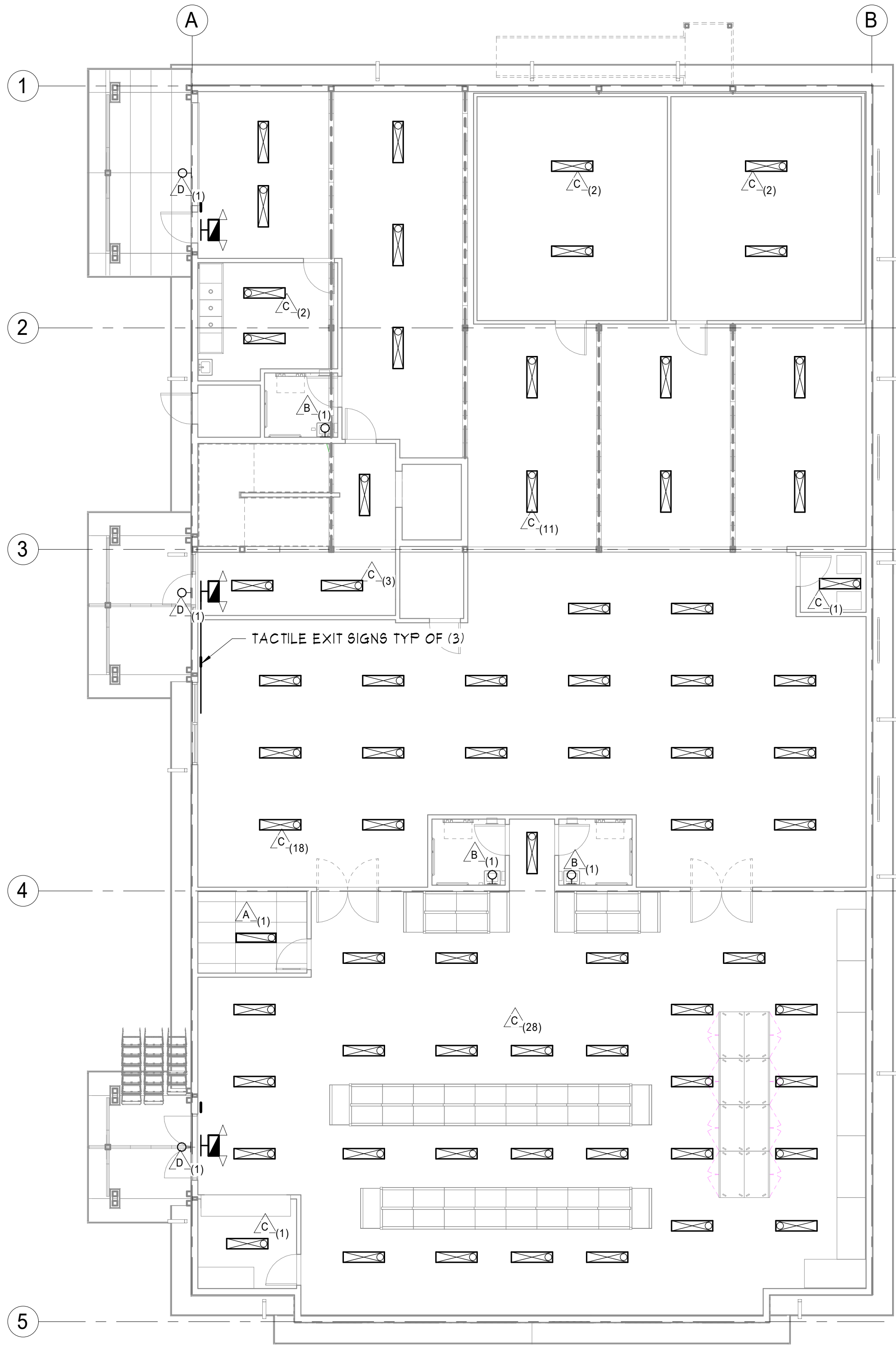


NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

Date:	2019-04-17
Scale Factor:	1
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File:	18465

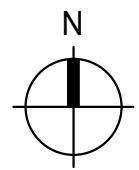
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8/12/2022 12:56:37 PM M:\18\18465\50 CD-phase\18465 Food Bank Lake Stevens-TL-50.rvt

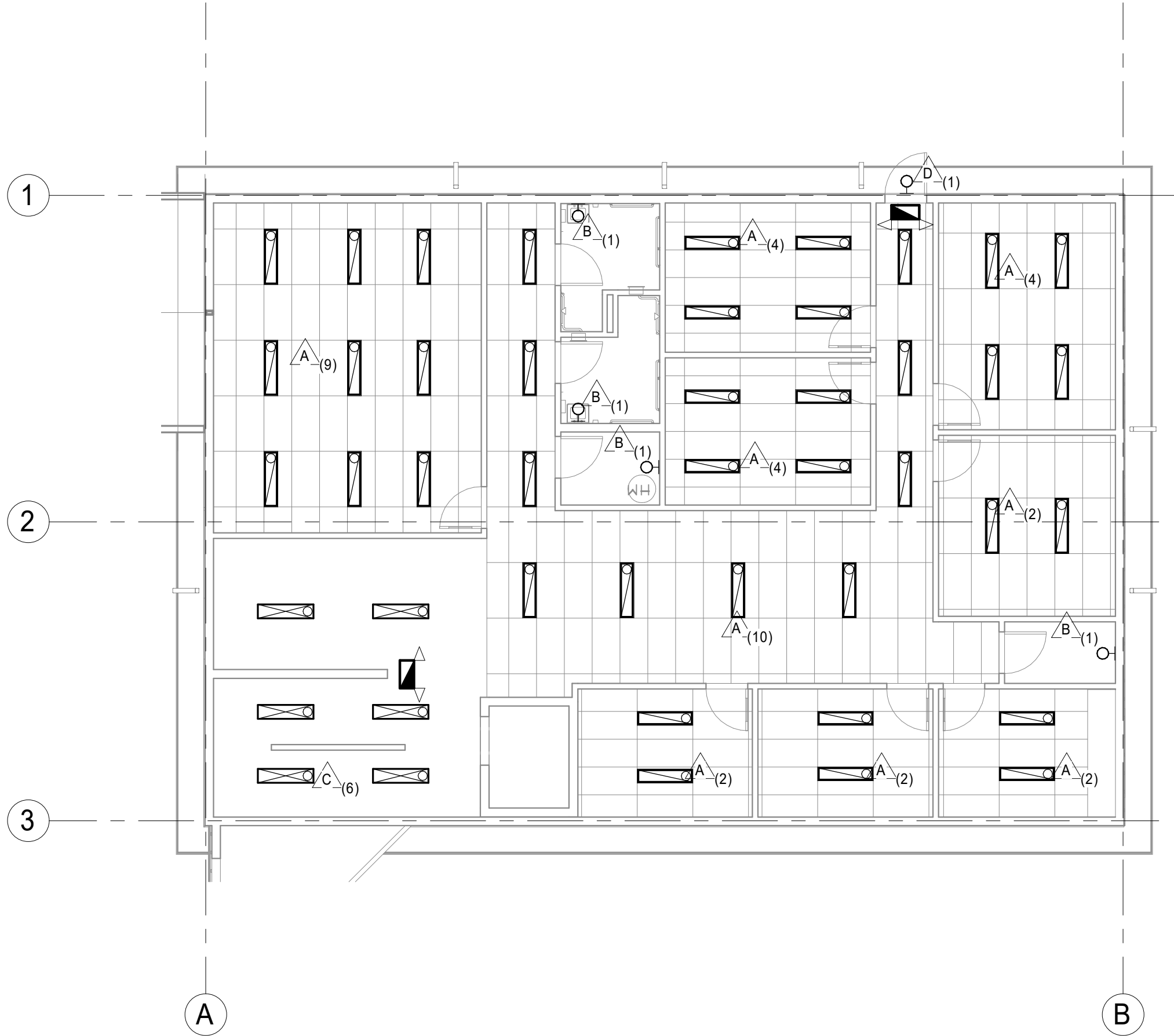


MAIN FLOOR LIGHTING PLAN

1/8" = 1'-0"

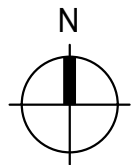


LIGHT FIXTURE SCHEDULE						
MARK	QUANT	TYPE	MANUFR	MODEL	REMARKS	
A	40	LED TROFFER	COLUMBIA LIGHTING	LCAT 14" 40 G		WATTS TOTAL WATTS
B	7	LED WALL MOUNT	COLUMBIA LIGHTING	CWM2-40LW		
C	74	LED SURFACE	COLUMBIA LIGHTING	LCAT 14" 40 SM		
D	4	LED WALL MOUNT			EXTERIOR WALLMOUNT BATTERY BACKUP	



SECOND FLOOR LIGHTING PLAN

1/8" = 1'-0"



LIGHTING NOTES

1. PROVIDE SWITCHING AS REQUIRED TO MEET ENERGY CODE DAYLIGHTING ZONES.
2. PROVIDE OCCUPANCY SENSOR SWITCHING WHERE REQUIRED BY ENERGY CODE.
3. PROVIDE EMERGENCY BATTERY BACKUP LIGHTING WHERE INDICATED ON FIXTURE SCHEDULE.
4. PROVIDE CONTROLLED OUTLETS WITH OCCUPANCY SENSORS AS REQUIRED BY ENERFY CODE.
5. EMERGENCY EGRESS LIGHTING SHALL COMPLY WITH IBC 1008.3

LIGHTING PLAN LEGEND

1/8" = 1'-0"

SYMBOL FIXTURE TYPE

- RECESSED
- SURFACE-MOUNTED
- LINEAR PENDANT
- STRIP
- WALL MOUNTED
- SURFACE MOUNTED
- PENDANT
- RECESSED CAN

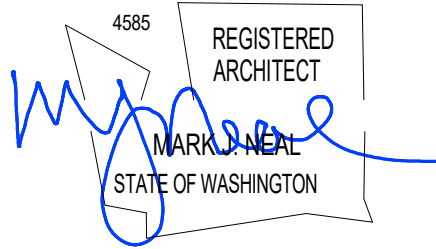
- INDICATES EMERGENCY LIGHTING W/BATTERY BACK UP
- INDICATES ARROW DIRECTION
- EXIT SIGN
- INDICATES WALL MOUNT

REVISIONS	BY



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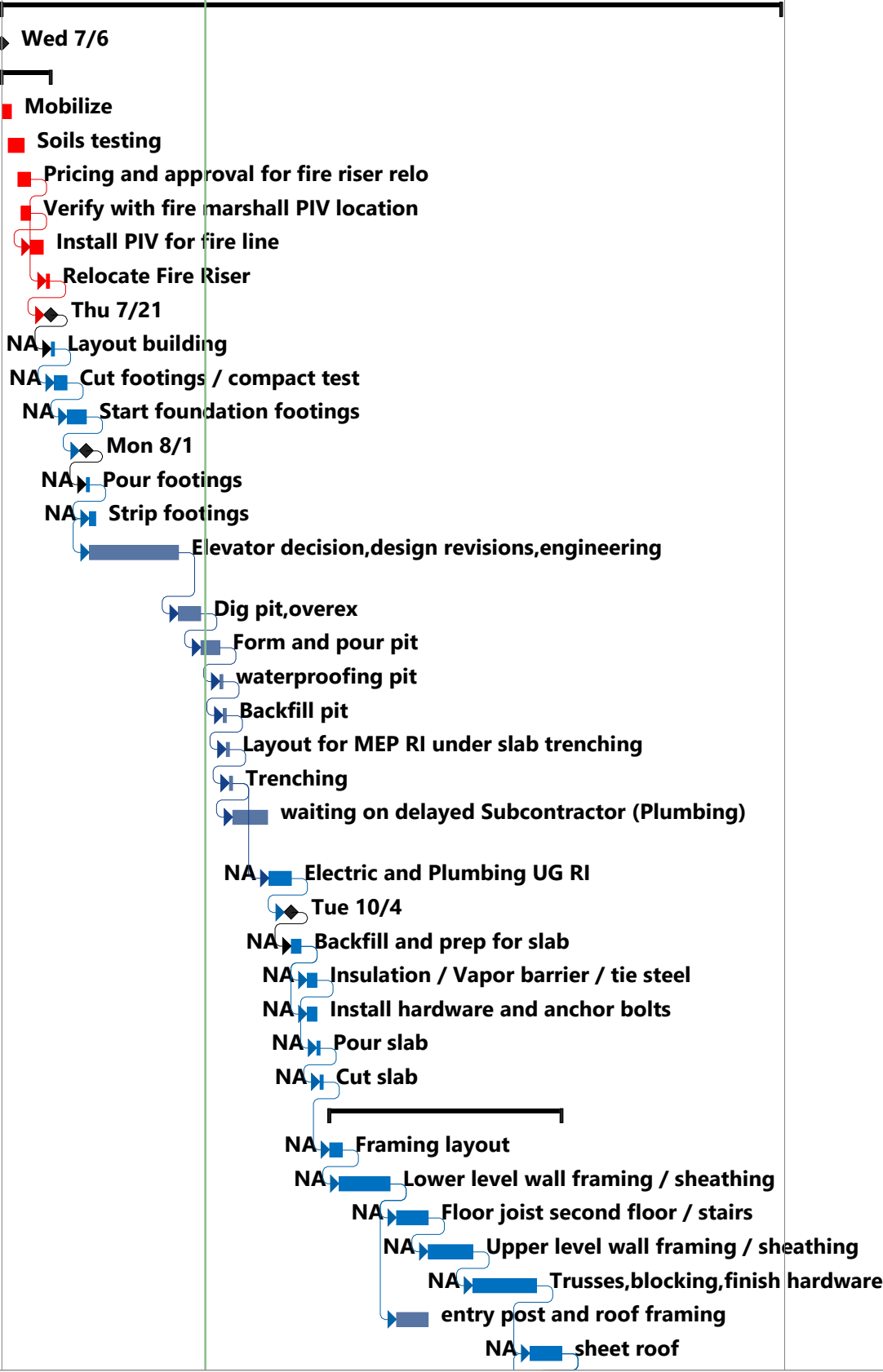
NEW BUILDING FOR:
FOOD BANK
8021 20TH ST SE, LAKE STEVENS, WA 98258

Date: 2019-04-17
Scale Factor: 1
Drawn: Author
File: 18465

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ID		Task Mode	Task Name	Duration	Start	Finish	Jun	3rd Quarter	Aug	Sep	4th Quarter	Nov	Dec	1st Quarter	Feb	Mar	2nd Quarter	May	Jun
								Jul			Oct			Jan			Apr		
1																			
2																			
3			Lake Stevens Community Food Bank	175 days	Wed 7/6/22	Wed 3/8/23													
4			NTP	0 days	Wed 7/6/22	Wed 7/6/22													
5			Initial delay	11.5 days	Wed 7/6/22	Thu 7/21/22													
6			Mobilize	3 days	Wed 7/6/22	Fri 7/8/22													
7			Soils testing	3 days	Fri 7/8/22	Tue 7/12/22													
8			Pricing and approval for fire riser relo	4 days	Mon 7/11/22	Thu 7/14/22													
9			Verify with fire marshall PIV location	3 days	Tue 7/12/22	Thu 7/14/22													
10			Install PIV for fire line	2 days	Fri 7/15/22	Mon 7/18/22													
11			Relocate Fire Riser	1 day	Wed 7/20/22	Wed 7/20/22													
12			Inspect and BF fire riser relo	0 days	Thu 7/21/22	Thu 7/21/22													
13			Layout building	1 day	Thu 7/21/22	Fri 7/22/22													
14			Cut footings / compact test	2 days	Fri 7/22/22	Tue 7/26/22													
15			Start foundation footings	4 days	Tue 7/26/22	Mon 8/1/22													
16			Inspect steel	0 days	Mon 8/1/22	Mon 8/1/22													
17			Pour footings	1 day	Mon 8/1/22	Tue 8/2/22													
18			Strip footings	2 days	Tue 8/2/22	Thu 8/4/22													
19			Elevator decision, design revisions, engineering	20 days	Tue 8/2/22	Tue 8/30/22													
20			Dig pit, overex	5 days	Tue 8/30/22	Tue 9/6/22													
21			Form and pour pit	4 days	Tue 9/6/22	Mon 9/12/22													
22			waterproofing pit	1 day	Mon 9/12/22	Tue 9/13/22													
23			Backfill pit	1 day	Tue 9/13/22	Wed 9/14/22													
24			Layout for MEP RI under slab trenching	1 day	Wed 9/14/22	Thu 9/15/22													
25			Trenching	1 day	Thu 9/15/22	Fri 9/16/22													
26			waiting on delayed Subcontractor (Plumbing)	7 days	Fri 9/16/22	Tue 9/27/22													
27			Electric and Plumbing UG RI	5 days	Wed 9/28/22	Tue 10/4/22													
28			Inspections for MEP UG	0 days	Tue 10/4/22	Tue 10/4/22													
29			Backfill and prep for slab / cap break	3 days	Wed 10/5/22	Fri 10/7/22													
30			Insulation / Vapor barrier / tie steel	3 days	Mon 10/10/22	Wed 10/12/22													
31			Install hardware and anchor bolts	3 days	Mon 10/10/22	Wed 10/12/22													
32			Pour slab	1 day	Thu 10/13/22	Thu 10/13/22													
33			Cut slab	1 day	Fri 10/14/22	Fri 10/14/22													
34			Framing duration	53 days	Mon 10/17/22	Wed 12/28/22													
35			Framing layout	4 days	Mon 10/17/22	Thu 10/20/22													
36			Lower level wall framing / sheathing	12 days	Thu 10/20/22	Fri 11/4/22													
37			Floor joist second floor / stairs	8 days	Mon 11/7/22	Wed 11/16/22													
38			Upper level wall framing / sheathing	10 days	Thu 11/17/22	Wed 11/30/22													
39			Trusses, blocking, finish hardware	14 days	Thu 12/1/22	Tue 12/20/22													
40			entry post and roof framing	8 days	Mon 11/7/22	Wed 11/16/22													
41			sheet roof	8 days	Mon 12/19/22	Wed 12/28/22													



ID		Task Mode	Task Name	Duration	Start	Finish	Jun	3rd Quarter			4th Quarter	Nov	Dec	1st Quarter			2nd Quarter		
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
42			roof nailing inspection	0 days	Wed 12/28/22	Wed 12/28/22							 Wed 12/28						
43			Dry in for Rough in start	5 days	Thu 12/29/22	Wed 1/4/23							NA 	Dry in for Rough in start					
44			Complete roof dry in	1 day	Thu 1/5/23	Thu 1/5/23							NA 	Complete roof dry in					
45			Prep windows and doors for glazing	3 days	Thu 12/29/22	Mon 1/2/23							NA 	Prep windows and doors for glazing					
46			Set exterior glazing	3 days	Tue 1/3/23	Thu 1/5/23							NA 	Set exterior glazing					
47			FS RI	10 days	Thu 12/29/22	Wed 1/11/23							NA 	FS RI					
48			MEP RI	14 days	Thu 1/5/23	Tue 1/24/23							NA 	MEP RI					
49			refrigeration install	5 days	Thu 1/5/23	Wed 1/11/23								refrigeration install					
50			MEP inspections	4 days	Thu 1/19/23	Tue 1/24/23							NA 	MEP inspections					
51			Framing inspection	0 days	Tue 1/24/23	Tue 1/24/23							 Tue 1/24						
52			Insulate walls	4 days	Wed 1/25/23	Mon 1/30/23							NA 	Insulate walls					
53			Insulation inspection	0 days	Mon 1/30/23	Mon 1/30/23							 Mon 1/30						
54			Hang GWB	5 days	Tue 1/31/23	Mon 2/6/23							NA 	Hang GWB					
55			install walk in boxes	3 days	Tue 1/31/23	Thu 2/2/23								install walk in boxes					
56			Clg Grid lower office area	3 days	Wed 2/8/23	Fri 2/10/23								Clg Grid lower office area					
57			Exterior siding	15 days	Fri 1/6/23	Thu 1/26/23								Exterior siding					
58			<Exteiror paint	10 days	Thu 1/19/23	Wed 2/1/23								<Exteiror paint					
59			Exterior sidewalks and finish concrete	1 day	Thu 1/19/23	Thu 1/19/23								Exterior sidewalks and finish concrete					
60			Landscaping	3 days	Thu 1/19/23	Mon 1/23/23								Landscaping					
61			Drywall taping	8 days	Tue 1/31/23	Thu 2/9/23								Drywall taping					
62			Hang interior door frames/ doors / HW	10 days	Fri 2/10/23	Thu 2/23/23								Hang interior door frames/ doors / HW					
63			wall and ceiling paint	8 days	Fri 2/10/23	Tue 2/21/23								wall and ceiling paint					
64			Door and window trim out	8 days	Thu 2/16/23	Mon 2/27/23								Door and window trim out					
65			Carpet and concrete floor finishes	5 days	Wed 2/22/23	Tue 2/28/23								Carpet and concrete floor finishes					
66			Install Plumbing trim outs	3 days	Wed 2/22/23	Fri 2/24/23								Install Plumbing trim outs					
67			FS trim out	4 days	Wed 2/22/23	Mon 2/27/23								FS trim out					
68			Lighting and electrical trims	8 days	Thu 2/16/23	Mon 2/27/23								Lighting and electrical trims					
69			Low voltage trims	5 days	Wed 2/22/23	Tue 2/28/23								Low voltage trims					
70			RR hardware accessories	2 days	Wed 2/22/23	Thu 2/23/23								RR hardware accessories					
71			Final Cleaning	1 day	Wed 3/1/23	Wed 3/1/23								Final Cleaning					
72			Health dept final	0 days	Wed 3/8/23	Wed 3/8/23							 Wed 3/8						
73			MEP, Fire, and building finals	5 days	Fri 2/24/23	Thu 3/2/23								MEP,Fire,and building finals					
74			Building turnover	1 day	Fri 3/3/23	Fri 3/3/23								Building turnover					

CITY COUNCIL STAFF REPORT



Agenda Date: 9/20/2022

Subject: Storage Facilities Code Amendment (LUA2022-0079)

Contact Person/Department: Jill Needham, Community Development

Budget Impact: None.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Review draft code language for LUA2022-0079, a city-initiated land use code amendment related to LSMC Section 14.44.044 (Storage Facilities) and associated chapters, in advance of setting a public hearing date before the Planning Commission. **This is an informational briefing and no action is requested at this time.**

SUMMARY/BACKGROUND:

The city adopted supplementary use regulations ([LSMC Section 14.44.044](#)) for storage facilities in 2017 via [Ordinance 1016](#), which focused primarily on establishing standards within the Local Business (LB) zoning district. The City Council considered amendments to the regulations as part of last year's Permissible Uses code amendment (LUA2021-0136) but was not supportive of the proposed code language for storage facilities, including a requirement that an economic analysis be prepared for any new storage facility application. The Council instead requested that staff bring back potential updates to the storage facilities code as a separate code amendment in 2022.

Staff introduced the scope, schedule, and relevant questions for the code amendment to the Planning Commission on [June 1, 2022](#) and to the City Council on [July 12, 2022](#). Much of the initial discussion was on developing code language that permits and regulates storage facilities in appropriate zoning districts (beyond the current LB-focused standards), while acknowledging their land-consumptive nature and low employment density, especially within the context of the city's projected employment

deficit over the next twenty years. The Comprehensive Plan acknowledges this issue on Page LU-22 of the [Land Use Element](#) and also calls for uses with higher employment densities (Policy 2.6), especially in industrial areas, where storage facilities can economically outcompete more traditional industrial uses.

Staff developed an initial draft of the code amendment following those two work sessions, which was reviewed by the Planning Commission at their [August 3, 2022](#) meeting. Commissioners were generally supportive of the proposed code language, which sought to provide more clear and objective development and design standards. This includes a requirement for multi-story structures as well as three distinct development options (standalone, horizontal mixed-use, and vertical mixed-use), with a development incentive provided for the vertical mixed-use concept in the interest of increasing employment density in the city. At the conclusion of their August 3 meeting, commissioners recommended that the amendment be scheduled for a public hearing, following a final work session with the City Council.

Staff has since made a few refinements to the draft code language (Attachment 1), including replacing the use coverage area concept with a maximum allowable gross site area (applicable to standalone and horizontal mixed-use options). Depending on Council feedback, the amendment can be scheduled for a public hearing with Planning Commission as early as October 5, 2022.

APPLICABLE CITY POLICIES:

Comprehensive Plan, including Land Use Element page LU-22 and Policy 2.6.

ATTACHMENTS:

1. Attachment 1 - Storage Facilities Draft Code Language

14.44.044 **Personal** Storage Facilities

(a) Intent. Personal sStorage facilities (“storage facilities”), otherwise known as self-storage or mini-storage, include characteristics common to commercial and industrial uses. This section provides regulations to help guide appropriate siting of storage facilities in zoning districts identified in Table 14.40-II in the Local Business zoning district, while maintaining the desired character and function of the eseat districts. If designed appropriately, storage facilities can emulate the exterior architecture and site design of commercial or mixed-use developments, reducing inconsistencies with Comprehensive Plan goals or zoning district intent and limiting impacts to surrounding neighborhoods. ~~Storage facilities in the Local Business zoning district shall adhere to the additional special restrictions and development standards of this section.~~

~~(b) Storage facilities shall be allowed in the Local Business zoning districts on roads designated as State routes or State highways.~~

(b) Special RestrictionsDevelopment Standards

(1) Storage facilities shall be located in multi-story structures and must be developed in one of the following site configurations:

(i) Standalone: Standalone storage facility buildings comprised of two or more stories, with no other uses on the development site. Standalone storage facilities are not permitted in the LB zoning district.

(ii) Horizontal Mixed Use: Standalone storage facility buildings comprised of two or more stories, with non-storage uses provided in a separate building(s) that is on the same development site as the storage facility, subject to the design standards in subsection (c)(3). The non-storage use can also be attached to the storage facility building and act as a screen facing the public spaces or right-of-way

(iii) Vertical Mixed Use: Storage facilities with one or more stories located on top of a ground floor office, retail or commercial use (all zones) or manufacturing use (within the LI or GI zoning district) that is permitted by Chapter 14.40 LSMC.

(2) (1) The Standalone and horizontal mixed-use storage facilities and their appurtenances – including loading bays, parking, vehicle and equipment rental, landscape screening, and offices - use- shall be limited in size to 5025 percent of the gross site areacoverage or less per development.

~~(i) Each development is defined as the area of contiguous Local Business parcels.~~

~~(ii) The use coverage is defined as the amount of space solely devoted to supporting the storage use on each development. This may include building footprints, drive aisles between storage facilities, loading bays, parking, landscape screening, offices and associated appurtenances. The use coverage percentage may exclude critical areas and features shared within a development like pedestrian facilities, internal access and circulation roads, and shared parking.~~

(3) Within vertical mixed-use buildings, the non-storage use must comprise at least 30% of the total floor area, subject to all other applicable provisions of Title 14. This exemption does not apply to floor area from accessory uses to storage facilities such as the renting or storage of trucks, trailers, or moving equipment or the sale of moving supplies.

(4) Outdoor storage (either uncovered or canopied) of trucks, boats, or other recreational vehicles or equipment is permitted when:

(i) The outdoor storage area is not visible from the public right-of-way through the use of landscaping, fencing, buildings, or other method of solid screening;

(ii) The outdoor storage area is less than 50% of the footprint of any onsite storage building(s), if applicable.

(iii) The outdoor storage area is factored into the calculated use coverage area identified in subsection (b)(3).

(c) Design Standards. Storage facilities shall comply with the City of Lake Stevens Design Guidelines and the following standards:-

(1) Storage facilities shall have an outward appearance that more closely resembles a commercial or mixed-use development than a warehouse or single-story linear shed design, and shall be subject to the design review requirements of Section [14.16C.050](#).

(2) Storage facilities shall include architectural and design features that promote visual compatibility with commercial or mixed-use developments. Examples of these features may include providing facade modulation; using varied or contrasting exterior building materials and detailing; screening blank walls; incorporating varied roof-lines among other features.

(3) For horizontal mixed-use facilities, the non-storage facility building(s) shall be located closer to the public right of way providing the primary entrance to the site than the storage facility use.

~~(43)~~ Storage facilities shall shield exterior lighting so as not to directly illuminate or create visible glare from adjacent residential properties subject to the requirements of Section [14.38.080](#).

~~(54)~~ Storage facilities are subject to the screening requirements of a Type A screen, as described in Chapter [14.76](#), when abutting residential zoning districts.

(i) Open storage facilities must provide an additional Type C screen that includes trees, shrubs and ground cover or similar vegetation to screen the exterior of the open storage facility's enclosure. (Ord. 1016, Sec. 2, 2018)

(6) Loading docks, entrances, or bays may not be located on a side of the building that faces a public street.

LSMC 14.08 – Definitions

~~Parking Structures/Lots, Commercial. Facilities that provide motor vehicle parking spaces on an hourly, daily, or monthly basis and/or valet parking services.~~

Automobile Parking. Facilities that provide automobile parking spaces on an hourly or daily basis. This definition does not refer to enclosed or unenclosed vehicle or equipment storage areas leased on a longer term basis, which are covered under Personal Storage Facilities.

Personal Storage Facility. A facility that can be enclosed or outdoor (open), constructed for the purpose of storing personal goods on an individual basis. ~~for short- or long-term lease.~~ Where allowed, storage facilities may also include long-term vehicle storage.

Warehousing, Storage and Distribution. Enterprises that provide facilities to store general merchandise, refrigerated goods, and other warehouse products. These establishments generally handle goods in containers, such as boxes, barrels, and/or drums, using equipment, such as forklifts, pallets, and racks. This definition does not apply to Personal Storage Facilities.

Table 14.40-II: Table of Nonresidential Uses by Zones

A blank box indicates a use is not allowed in a specific zone. Note: Reference numbers within matrix indicate special conditions apply. P – Permitted Use; A – Administrative Conditional Use; C – Conditional Use (See Section 14.40.070 for explanation of combinations)										
NAICS Code	Use	LB	MU ¹	PBD ²	BD	CBD	CD	LI	GI	P/SP
PERSONAL AND GENERAL SERVICES										
531130	Personal storage facilities ⁵	A ⁶					A ¹⁰	A	A	

⁶ ~~Permitted outright in the Local Business zone on a road designated as a State route or State highway, per Section 14.44.044(b).~~ Standalone storage facilities are not permitted in the LB zone, per LSMC 14.44.044(b)(1).

¹⁰ Prohibited in subareas per LSMC Chapter 14.38. Distinct from warehousing, storage and distribution associated with a principal use in subareas.

CITY COUNCIL STAFF REPORT



Agenda Date: 9/20/2022

Subject: Council Retreat Discussion

Contact Person/Department: Caitlin Weaver, Administration

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Discuss Council Retreat Options

SUMMARY/BACKGROUND:

In anticipation of the City Council 2023 Winter Retreat, the clerk's office has gathered multiple quotes from locations spanning from Sea Tac to Bellingham. A mixture of overnight and local locations were assembled to give options to the group.

The quotes are a jumping off point as the agenda has not been set and the amount of people required to attend has not been determined. Once a direction is given, the cost associated with the selected property can be updated and reported back to council.

Properties Explored

- Cedar Brook Lodge, Sea Tac
- Chrysalis Inn and Spa, Bellingham
- Indigo Hotel, Everett
- PUD Headquarters Meeting Space, Everett
- Harbour Pointe Golf Club, Mukilteo

Event Outline Used for Quotes

- Friday-Saturday, Feb 3rd-Feb 4th
- 25 attendees with overflow for OPMA requirements
- Catering for an all-day event Friday and a half-day event Saturday
- AV Support for presentations

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 20220915151238

	CedarBrook	Chrysalis Inn and Spa, Curio by Hilton	Indigo Hotel	PUD Commission Meeting Room – 1st floor	Harbour Pointe Golf Club
Distance	Sea Tac, 50 miles	Bellingham, 62 Miles	Everett Waterfront, 10.6 miles	Down Town Everett, 8.4 miles	Mukilteo, 19.2 miles
Lodging Per Night Before Tax(20 RMS)	\$3,520.00	\$5,580.00	\$0.00	\$0.00	\$0.00
Full Day Friday Meeting Space(25 people)	\$3,875.00	\$375.00	\$1,500.00	\$280.00	\$250.00
Half Day Saturday Meeting Space(25 people)	\$3,250.00	\$375.00	\$975.00	\$280.00	\$250.00
Food and Beverage <u>Minimum</u>			\$5,250.00		
Extras(Smart Board/AV)					
TAX AND GRATUTITY NOT INCLUDED	\$10,645.00	\$6,330.00	\$7,725.00	\$560.00	\$500.00

Notes	Dollar amount does not include dinner Friday night	No quote for food received at this time	Includes full day meeting and catering and half day meeting and catering. Friday dinner not included.	Cost is for the meeting space only, outside catering could be brought in and kitchen space is available for prep.	No cost to rent the room, only a minimum for catering which our group would far exceed.
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