



City of Raymond

WASHINGTON

CITY COUNCIL AGENDA

Meeting: Monday, February 3rd, 2025, at 5:00 PM
Location: City Hall Council Chambers
WEBINAR LINK: <https://us02web.zoom.us/j/87177704174>

If you would like to be added to our "Speakers List" your request must be received by 4:00 pm on January 31, 2025. Your request must include the following: meeting date, your first and last name, city of residence, agenda item(s) that you would like to provide comment on, and the telephone number you will be calling from. Please email this information to clerk@cityofraymond.com. For a list of public meeting guidelines please visit the following link [PUBLIC-COMMENT.pdf \(cityofraymond.com\)](#)

**Please note that the information you provide may be subject to disclosure pursuant to Washington State's Public Record Act, chapter 42.56 RCW.*

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL AND DETERMINATION OF A QUORUM
4. APPROVAL OF AGENDA, CONSENT AGENDA, AND THE MINUTES OF JANUARY 21, 2025, REGULAR COUNCIL MEETING
5. CORRESPONDENCE
6. ITEMS FROM THE PUBLIC
7. TIMBERLAND REGIONAL LIBRARY UPDATE ON ANYWHERE LIBRARY SERVICES
8. POOL BOARD UPDATE BY TIA CHANNELL
9. 2025 LODGING TAX APPLICATIONS -**Action**
10. AGREEMENT BETWEEN ENVIRONMENTAL WORKS AND THE CITY OF RAYMOND FOR CITY HALL- **Action**
11. DEPARTMENT HEAD REPORTS
 - a. Fire Chief Bill Didion
 - b. Police Chief Pat Matlock
 - c. Public Works Director Eric Weiberg
 - d. Deputy Clerk Debra Pearson
12. MAYOR'S REPORT
13. PUBLIC COMMENT ON CURRENT AGENDA ITEMS
14. COUNCIL COMMENTS
15. FUTURE AGENDA TOPICS
16. ADJOURNMENT

Next Regular Scheduled Council Meeting

Tuesday February 18, 2025, at 5:00 PM

The City of Raymond provides access and services to all members of the public. Please notify City Hall at least 48 hours prior to an event if reasonable accommodations are needed.



RAYMOND CITY COUNCIL MEETING

FEBRUARY 3, 2025

CONSENT AGENDA

APPROVAL OF CLAIMS:

CLAIMS #74534

CLAIMS #74607- CLAIMS #74634

CLAIMS #74643- CLAIMS #74688

\$1,163,610.45

APPROVAL OF PAYROLL CLAIMS:

CLAIMS #74635-CLAIMS #74642

(Direct Deposit included)

\$220,739.14

A/P Check Register

Fiscal : 2025

Period : 2025 - February 2025, 2025 - January 2025

Council Date : 2025 - February 2025 - 1st Council, 2025 - January 2025 - Hand Pays

OK previous period

Number	Vendor Name	Account Description	Amount	
74521	KARNATZ, JEFF	Professional Services	\$2,100.00	THEATER MANAGER
74522	LOMELI, DANIELA	Pool Professional Services	\$1,600.00	POOL MANAGER
74523	Penoyar, Joel	City Attorney	\$1,000.00	CITY LAWYER
74534	LV Services	Repairs & Maintenance	\$50.00	CH WINDOW WASHING
74607	GRADE WERKS	TIB Construction	\$327,408.93	TIB
74608	Granite NW	TIB Construction	\$303,208.25	TIB
74609	Lochner	TIB Construction	\$102,587.79	TIB
		TIB Engineering	\$89,483.00	TIB
		Check Total:	\$192,070.79	TIB
74610	Sierra Santa Fe Corp	TIB Construction	\$120,485.00	TIB
74611	OROPEZA-RAMIREZ, MICHAEL	Personnel Benefits	\$800.00	POLICE CLOTHING ALLOWANCE
74612	Boggs, Arlie	Personnel Benefits	\$800.00	POLICE CLOTHING ALLOWANCE
74613	GARCIA, AIYSHA	Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74617	Morley, Brian	Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74618	STIGALL, BRITANY	Personnel Benefits	\$800.00	POLICE CLOTHING ALLOWANCE
74619	Page, Brad	Water Treatment Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74620	Frasier, David	Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74621	MEYER, IVY	Personnel Benefits	\$800.00	POLICE CLOTHING ALLOWANCE
74622	EKMAN, JACE	Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74623	MADRID, JAYDEN R.	Personnel Benefits	\$800.00	POLICE CLOTHING ALLOWANCE
74624	MORAN, JUSTIN	Distribution Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74625	Smith, Jeff	Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74626	Williams, Jeff	Parks Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74627	BYRD, ROBERT	Personnel Benefits	\$800.00	POLICE CLOTHING ALLOWANCE
74628	COMA, RIKKI	Personnel Benefits	\$800.00	POLICE CLOTHING ALLOWANCE
74629	STIGALL, ROBERT	Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74630	Seth Carlyle	Streets Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74631	RUDELLE, STEVE	Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74632	Arnold, Tom	Streets Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74633	Wetterauer, Tyson	Streets Personnel Benefits	\$275.00	CLOTHING ALLOWANCE
74634	MATLOCK, PAT	Personnel Benefits	\$1,600.00	POLICE CLOTHING ALLOWANCE
74643	Airgas USA, LLC	Operating Supplies	\$31.25	AMB SUPPLIES
74644	ALEXANDER CLARK PAINTING	Operating Supplies	\$1,026.00	W/S/G ENVELOPES
74645	Betrozoff, Tom	LEOFF 1	\$2,096.40	LEOFF
74646	BIOMETRICS4ALL INC.	Operating Supplies	\$5,000.00	
		Professional Services	\$5,108.97	
		Check Total:	\$10,108.97	POLICE COMPUTER SOFTWARE
74647	Bud's Lumber Supply	Operating Supplies	\$44.38	
		Repairs & Maintenance	\$84.19	
		Check Total:	\$128.57	ALL DEPT SUPPLIES
74648	BYRD, ROBERT	Training/Travel	\$387.00	POLICE TRAINING
74649	CINTAS FIRE 636525	Professional Services	\$1,893.93	
		Professional Services-Janitorial	\$890.04	
		Repairs & Maintenance	\$2,203.87	
		Check Total:	\$4,987.84	ALL CITY FIRE EXTINGUISHER MAINT.
74650	Coast Controls & Automation, Inc.	Professional Services	\$5,712.27	WWTP SERVICE
74651	COMCAST	Communications	\$405.62	ALL CITY PHONES
74652	COMCAST	Communications	\$1,107.44	
		Pool Communications	\$62.58	

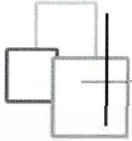
			Check Total:	\$1,170.02	ALL CITY INTERNET
74653	SISK, KAITLYN	Customer Deposits Refunded		\$36.57	CUSTOMER DEP. REFUND
74654	ENVIRONMENTAL RESOURCE ASSOCIATES	Water Samples		\$633.65	WATER TESTING
74655	Ferrellgas	Fuel Consumed		\$629.86	ALL DEPT FUEL
74656	G.H. Equipment Co.	Operating Supplies		\$191.99	WWTP SUPPLIES
74657	Gerow, Jon	Training/Travel		\$275.00	AMB TRAINING
74658	H.D. Fowler Co.	Distribution Supplies		\$1,525.43	
		Operating Supplies		\$2,101.73	
			Check Total:	\$3,627.16	WATER/WWTP SUPPLIES
74659	Henry Schein, Inc.	Operating Supplies		\$3,865.32	AMB SUPPLIES
74660	HOMETOWN FAMILY HEALTH	Professional Services		\$150.00	SEWER DOT PHYSICAL
74661	Industrial Hydraulics, Inc.	Operating Supplies		\$190.85	WWTP SUPPLIES
74662	INOVALON PROVIDER, INC.	Professional Services		\$194.04	AMB CLAIMS SERVICE
74663	JWS ELEVATOR	Pool Professional Services		\$5,951.00	POOL ELEVATOR MAINT.
74664	KARNATZ, JEFF	Professional Services		\$2,100.00	THEATER MANAGER
74665	Landa Northwest	Lab Supplies		\$281.06	
		Operating Supplies		\$47.51	
			Check Total:	\$328.57	WWTP SUPPLIES
74666	LOMELI, DANIELA	Pool Professional Services		\$1,500.00	POOL MANAGER
74667	Maneman Electric	Ambulance Building		\$574.01	FIRE HALL ELECTRIC MAINT.
74668	NATIONAL LEAGUE OF CITIES	Misc. Dues / Subscriptions		\$952.00	ALL CITY DUES
74669	Newman, Jordan	Personnel Benefits		\$20.00	AMB TRANSPORT ALLOWANCE
74670	NW Carriage Museum	Lodging Tax - Outreach/Advertising		\$5,000.00	TOURISM GRANT
74671	PACIFIC COUNTY NORTH DISTRICT COURT	Pacific County District Court Contract		\$36,000.00	PC COURT CONTRACT FOR 2025
74672	Penoyar, Joel	City Attorney		\$1,000.00	CITY LAWYER
74673	Quill Corporation	Office Supplies		\$326.37	
		Operating Supplies		\$333.70	
		Supplies		\$37.85	
			Check Total:	\$697.92	ALL CITY SUPPLIES
74674	Raymond City Water Clerk	Carriage Utilities		\$154.32	
		City Utility Billings		\$180.62	
		Commercial St. Restrooms / Commercial		\$175.44	
		Property Utilities			
		Community Center Utilities		\$119.42	
		Pool Utilities		\$175.44	
		Public Market Utilities		\$3.74	
		PUD Utilities		\$371.38	
		PUD Utilities		\$460.31	
		Seaport Utilities		\$154.32	
		Utilities		\$3,137.03	
		Utility Services		\$119.41	
			Check Total:	\$5,051.43	ALL CITY WATER
74675	Roberts, Dee	Operating Supplies		\$22.43	CH PAPER TOWELS
		Training/Travel		\$149.84	MAYORS EXCHANGE TRAINING
			Check Total:	\$172.27	
74676	Royal Heights Transfer	Professional Services		\$43.20	FIRE/AMB DUMP RUN
74677	Schwiesow, Brandon	Personnel Benefits		\$14.74	AMB TRANSPORT ALLOWANCE
74678	South Bend Pharmacy	Professional Services		\$14.25	
		Water Samples		\$16.37	
			Check Total:	\$30.62	WATER SAMPLES
74679	Standard Insurance Co	Parks Personnel Benefits		\$15.70	
		Personnel Benefits		\$376.53	
		Streets Personnel Benefits		\$12.21	
		Volunteer Benefits		\$141.30	

		Water Treatment Personnel Benefits	\$23.55
		Check Total:	\$569.29 ALL CITY LIFE INSURANCE
74680	Steve's Front End Inc.	Repair & Maintenance	\$651.74 POLICE/AMB VEHICLE MAINTENANCE
74681	Sunset Air	Repairs & Maintenance	\$1,600.02 CH HVAC REPAIR
74682	TMG Services, Inc.	Professional Services	\$2,800.56 WATER SERVICE
74683	Tyler Rental, Inc.	Operating Supplies	\$3,692.33
		Water Operating Permits	\$738.46 ALL DEPT TRUCK RENTAL-
		Check Total:	\$4,430.79 TO BE REIMBURSED BY KENWORTH
74684	VESTIS	Laundry	\$34.94 WWTP LAUNDRY
74685	WA ST Department of Licensing	CPL - State Fee	\$36.00 CPL FEES
74686	WCDA	City Hall / Fire Hall Building	\$100,000.00 CH DESIGN/DEVELOPMENT
74687	WCMA	Misc. Dues / Subscriptions	\$205.00 CLERK DUES
74688	Willapa Harbor Chamber of Commerce	Lodging Tax - Outreach/Advertising	\$4,000.00
			TOURISM GRANT
	Grand Total		\$1,168,210.45
	Total Accounts Payable for Checks #74521 Through #74688		

-4600.00

#1,163,610.45

74614-74616 VOIDED



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>74635</u>	OREGON DEPT. OF JUSTICE	2025 - January 2025 - 2nd Council		\$339.00
<u>74636</u>	TEAMSTERS Local #252	2025 - January 2025 - 2nd Council		\$636.00
<u>74637</u>	THORBECKES FITNESS	2025 - January 2025 - 2nd Council		\$374.70
<u>74638</u>	WSCFF Emp Benefit Trust/MERP	2025 - January 2025 - 2nd Council		\$1,100.00
<u>74639</u>	Boggs, Arlie H.	2025 - January 2025 - 2nd Council		\$3,060.06
<u>74640</u>	Freeman, Jaxson G	2025 - January 2025 - 2nd Council		\$363.31
<u>74641</u>	Price, Baylee	2025 - January 2025 - 2nd Council		\$705.79
<u>74642</u>	Young, Aiden	2025 - January 2025 - 2nd Council		\$841.21
<u>DEF COMP JAN 2ND</u> <u>PAYROLL 2025</u>	WA St Treasurer - Def Comp	2025 - January 2025 - 2nd Council		\$4,875.47
<u>DRS JAN 2ND PAYROLL</u> <u>2025</u>	Dept of Retirement Systems	2025 - January 2025 - 2nd Council		\$45,624.73
<u>IRS TAXES JAN 2ND</u> <u>PAYROLL 2025</u>	Raymond City Treasurer Taxes	2025 - January 2025 - 2nd Council		\$46,745.43
<u>JAN 2ND PAYROLL 2025</u>	Payroll Vendor	2025 - January 2025 - 2nd Council		\$115,773.44
<u>NATIONWIDE JAN 2ND</u> <u>PAYROLL 2025</u>	Nationwide Retirement Solutions	2025 - January 2025 - 2nd Council		\$300.00
				\$220,739.14



City of Raymond

WASHINGTON

COUNCIL PROCEEDINGS

Monday January 21, 2025

CALL TO ORDER

The council meeting was called to order at 5:00 p.m. by Mayor Roberts. Roll was taken and it was determined the meeting was quorate.

COUNCIL MEMBERS PRESENT

Heidi Worlton
Steven Jones
Karen Tully
Chris Halpin
Tony Nordin -zoom
Jovon Vaughn
Jason McVey

DEPARTMENT HEADS PRESENT

Bill Didion, Fire Chief
Pat Matlock, Police Chief
Debra Pearson, Deputy Clerk
Eric Weiberg, Public Works Director-absent

APPROVAL OF AGENDA, CONSENT AGENDA & MINUTES

Mayor Roberts asked for a motion to amend the agenda to table item #9 on the regular agenda until the next council meeting on February 3, 2025. Councilor Worlton moved to approve the amended agenda, consent agenda for tonight's meeting, and the minutes of the January 6, 2025, meeting. Motion carried. Motion passed unanimously.

CORRESPONDENCE

None

ITEMS FROM THE PUBLIC

None

WATER FLUORIDATION-*Discussion only*

City of Raymond Water Plant Operator Justin Moran presented the council with information on the effects of fluoride in our water system. The council decided at this time no further discussion is warranted.

INTERLOCAL AGREEMENT FOR COUTROOM SECURITY SERVICES-*Action*

Police Chief Matlock explained why he feels this agreement is the best option for the court to hear our cases. Councilor Vaughn motioned to approve the mayor signing the agreement. Motion carried unanimously.

AGREEMENT BETWEEN ENVIRONMENTAL WORKS AND THE CITY OF RAYMOND FOR CITY HALL -*Action*

This item was tabled

ORDINANCE #1943: AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON ADOPTING REVISED APPROPRIATIONS AND EXPENDITURES TO BE MADE IN THE CALENDAR YEAR 2024-*One Reading Only*

Councilor Vaughn motioned to approve Ordinance #1943. Motion carried unanimously.

DEPARTMENT HEAD REPORTS

- Fire Chief Bill Didion reported that he currently has 3 volunteers taking EMT classes and one in firefighter training. He is also hoping to send one of his employees to medic school in May.

- Police Chief Pat Matlock didn't have anything to report, however Councilor McVey inquired about how the jail has been running since the transition from the Sheriff's Department. Chief Matlock stated that it has been working fine. Councilor McVey also commended the police staff for making an appearance at the sporting events and said it was noticed and appreciated. Chief Matlock also reported that Officer Stigall has started up the DARE program at the Raymond School District.
- Public Works Director Eric Weiberg was absent.
- Deputy Clerk Debra Pearson reported the 2024 4th Quarter Report is finished and a copy was given to the council members.

MAYOR'S REPORT

Mayor Roberts gave the council a list of current committees that they are members of and added Councilor McVey to the police and fire committees. A new Pro-tem Mayor for 2025 is needed and Councilor Halpin was suggested. Councilor Jones motioned to approve Councilor Halpin as Mayor Pro-tem. Motion passed unanimously. Mayor Roberts also talked about the projects getting funding from the Weyerhaeuser money and stressed the need for a dog impound facility. Discussion took place on the options to move forward with plans for such a facility. She then reported about the warming center at the Chamber Building in South Bend during the cold temperatures and the huge need for volunteers to step up so the shelter can remain open.

PUBLIC COMMENT ON CURRENT AGENDA ITEMS

None

COUNCIL COMMENTS

Councilor Halpin reported that he had attended a meeting for the new hospital and suggested that the city and hospital have a joint meeting to discuss a plan/budget along with possible and foreseeable effects on the city if the hospital bond passes. Councilor Vaughn stated that there are some Raymond School youth that are putting together a presentation that they will hopefully present to the council in March.

FUTURE AGENDA TOPICS

None

ADJOURNMENT

With no further business to discuss and no objections, the meeting was adjourned by Mayor Roberts at 5:56 PM.

ATTEST:

Debra Pearson, Deputy Clerk

Dee Roberts, Mayor



2024 Recap

The POOL Board hit the ground running this year with finding ways to get the community involved and gain funding to keep our beloved pool afloat! We had many successful fundraisers and donations from our very supportive community totaling \$11,196.83! We also applied for many grants and obtained the following:

Grants:

- L.V. Raymond \$15,150 (heaters)
- Cheney Foundation \$15,000 (heaters)
- GNWFCU \$50,000 (2025 filter project)
- First Interstate Bank \$10,000 (2025 ADA Chair lift)

Fundraisers:

- Disney Raffle - \$7,140
- Fiesta Dinner & Auction - \$16,013
- Banner Fundraiser - \$6034.50
- Brewery Bingo - \$877

In conclusion, the POOL Board was successfully able to reimburse the city for all funds paid to the heater project totaling \$66,777.85. We also paid for other items including:

- Pool Blankets (utilizing funds from Weyco grant from 2023) - \$7851.26
- Kiddie pool fencing repairs - \$6,594.10
- Repair lifeguard chair - \$804.48

With an ending fund balance of \$105,688.71, we are eager to assist the city with pool repair and needs in the future! With this balance, we have recently submitted reimbursement to the city for the deposit of \$18,109.38, on the upcoming filter replacement project. That project total is estimated at \$39,188.69. We also reimbursed the city for the purchase of a brand-new ADA Lift chair totaling \$9,544.14.

Dr. O.R. Nevitt Memorial Pool
People Organized to Operate Liesure activities (P.O.O.L.)

2024 FINAL BALANCE

Carry over Balance	\$	51,023.89
Donations	\$	11,196.83
Fundraisers	\$	22,729.50
Grants	\$	90,150.00
Total Income	\$	175,100.22
Repairs & Maintenance	\$	51,242.89
Supplies	\$	1,194.48
City Reimbursements	\$	15,000.00
Professional Services	\$	1,815.34
Licenses and Fees	\$	60.00
Taxes	\$	98.80
Total Expenses	\$	69,411.51
NET DIFFERENCE	\$	105,688.71



**LODGING TAX FUNDING APPLICATION
2025**

GUIDELINES

Lodging tax funds are derived from the hotel-motel tax collected by the city's lodging establishments and maybe used towards the marketing and operations of special events and festivals designed to attract tourists. They may also be used to support the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under RCW 35.57 and 36.100. Finally, lodging tax funds may also support the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.

ELIGIBILITY

State law (Chapter 67.28 RCW) requires you to provide estimates of potential economic impact. In addition, the city requires you to provide a brief description of how you calculated the estimates for the event, activity, or facility for which you are requesting funding.

I. **Amount of Lodging Tax Requested:** \$ \$5,000.00

II. **Agency/Organization Name:** Northwest Carriage Museum

a. Organization: Government Entity **501(c)3** 501(c)6 Other

b. Federal Tax ID No. 91-2027251 UBI Number 602034689

III. **Project/Activity/Event:** Year-round Museum & Visitor's Center

IV. **Representative Contact Information:**

Name, Title Anna Golbov, Director

Mailing Address 314 Alder Street, Raymond, WA 98577

Phone(s) (360) 942-4150

Email annag@nwcarriagemuseum.org

V. **Service Categories, check all applicable:**

- ✓ Tourism Promotion/Marketing
- ✓ Operation of a Special Event/Festival designed to attract tourists
- ✓ Operation of a Tourism-Related Facility owned or operated by Non-Profit Organization
Operation and/or Capital Expenditure of a Tourism-Related Facility owned by a Municipality

CERTIFICATION

- I am the authorized agent of the Agency/Organization applying for Lodging Tax funding.
- I understand and affirm that:
 - If awarded, my organization intends to enter a contract with the City of Raymond and meet all specified requirements of that contract.
 - My Agency/Organization is required to submit a report documenting economic impact results in a format determined by the City of Raymond.

Anna Golbov

Signature

11/09/2024

Date

Anna Golbov

Print or Type Name

LODGING TAX APPLICATION - REQUIRED SUPPLEMENTAL QUESTIONS

(You may use this form or type the questions and answers on separate sheets)

1. How will the project/program help increase the number of people traveling to Raymond for business or pleasure on a trip?

The Northwest Carriage Museum is the largest year-round tourist attraction and visitor center in Pacific County. The museum has made Raymond a destination stop for travelers from all over the world and is considered a "must-see" for visitors coming to the Pacific Northwest. The museum is responsible for bringing more visitors to the community than any other entity or function and spends more money on marketing/advertising than any other local business in the Raymond area. The museum guarantees that all Raymond Lodging Tax money allocated will be used only for marketing purposes with the hope of bringing even more out-of-area visitors to the Raymond communities.

2. How will the project/program help increase paid overnight accommodations in Pacific County?

Through surveys, we know that 60% of our visitors come from more than 50 miles away. 70% of those visitors have indicated that they will spend a minimum of one night in our area, if not more. The majority of our visitors have more than one person in their party. We are proud of the economic vitality we bring to our community. Visitors to our museum eat in our restaurants, buy our gas, stay in our motels and campgrounds, shop in our stores, and support local businesses and families.

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit? If so, please describe how.

The Northwest Carriage Museum is known throughout the country and world for its historic collection of 19th-century horse-drawn vehicles and artifacts. The museum has been featured on TV, social media, radio, and numerous publications. We will continue in 2025, as we have done in previous years, to utilize the marketing and advertising methods that have given us proven returns on attendance from outside our area. That includes print, tv, radio, social media, and digital advertising. Additionally, we are always looking for new opportunities to increase our exposure, whether that be through paid advertising, improving our effectiveness on social media and other DIY-style marketing, or cultivating partnerships and relationships with museums and entities outside our area for exposure to existing audiences and niches. In 2024 we really raised the bar for advertising our area by appearing on a massive digital billboard on I-5 S in Tacoma and in The New Yorker with a full-page ad in both the Seattle/Tacoma & Portland markets. Our I-5 billboard advertising will continue in 2025 and we will also have an ad in the SeaTac International Airport from April through June of 2025, among many other exciting ads that are already slated for the coming year. We are also excited in 2025 to continue enhancing our exhibits in the museum, as well as our online presence, in ways that expand our exposure to new audiences and that appeal to a wider demographic and keep us relevant and on the forefront in this rapidly evolving digital age. This approach will allow for the presence of a longer-term audience, with the potential to continue growing and progressing, regardless what the future direction and trends in consumer and traveler attitudes and interests might be. The museum has already become a "must see" for anyone visiting the Pacific Northwest over the last 21 years. Once someone visits, it is typical for that visitor to bring back more people within a year. Folks love the museum, and we are especially known for our tours! Tour groups love the fun facts and history of the collection, and many return for a yearly tour with their group. We advertise the availability of tours to the whole region, and we maintain our relationships with organizations that have booked tours in the past.

4. How will the project/program encourage visitors to come from another country or state?
See 2 & 3 – In addition, it should be noted that in 2024 the museum has had visitors from all over the US and over a dozen foreign countries so far. The museum truly is world famous.
5. If the project/program is an event, please provide the name, date(s) and estimated attendance.
The Northwest Carriage Museum is an event that occurs 363 days per year. We are so proud to be open year-round, and to be the only Visitor's Center in Pacific County staffed 7 days a week, all year.
6. 2025 Tourism-Impact Estimate and 2024 Annual Report.
See below.
7. Describe the prior success of your event/activity/facility in attracting tourists.
We have a proven track record and have grown the museum into the largest year-round tourist attraction in our community. We spend a significant portion of our operating budget on advertising/marketing in order to bring people to Raymond. As in years past, we will continue to bring more people to Raymond with the City's Lodging Tax money.
8. Is there a host hotel for your event? If yes, please identify.
Based on our visitor sheets, surveys, and conversations with visitors, we believe it is fair to say that our visitors have stayed in most hotels, motels, camping facilities, and AirBnB/Vrbo in Pacific County.
9. Describe your target tourist audience (location, demographics, etc.)
Everyone is our target market—we truly have something for everyone. Kids, parents, grandparents, young travelers, historians, museum buffs, tour groups, schools, retirement homes, travel caravans, and car clubs all love our museum; nobody goes away disappointed! We look forward to continuing to market our new digital exhibit additions in the coming year to continue to strengthen and expand our appeal and audience.
10. Describe how you will promote your event/activity/facility to attract tourists.
We are creative and diverse in our promotion of our museum and Raymond. We distribute thousands of rack cards throughout Washington and Oregon, advertise in magazines, do radio, tv, and podcast interviews, actively post and engage on social media, and investigate and leverage all the new forms of digital and web marketing as it emerges. We regularly give presentations at various museum/history conferences and attend tourism and industry conferences throughout the PNW. In 2024, our curator had speaking engagements and collaborated with numerous genealogy groups, and university and post-graduate museum and history students through class lectures and consultation as a historical expert. He filmed numerous promotional videos and interviews on-site in the museum for exposure all over the Pacific Northwest. Some of that footage is also part of a project that is intended within the coming year for a nationwide streaming audience. We continue to promote the city at conventions and history talks throughout the states. We are on social media and promote the museum daily and share local events actively.

11. Describe how the event will help promote lodging establishments, restaurants, and businesses located in the City of Raymond.

We take great pride in our community and in bringing more visitors to Raymond than any other tourist-related entity. We work diligently toward this goal. We care about our community, its people, and businesses. With the majority of our visitors coming from outside the area, we are pleased to know that they stay, eat, fill up their gas tanks, and shop locally. We train all of our employees to actively engage our visitors, and we are frequently asked for recommendations for where to eat, stay, shop, and explore, for which we gladly provide information about all the great options in our town. We keep our visitor center well-stocked with information about our local area, attractions, and businesses, as well as those in greater Pacific County and the rest of our region. We are also proud of our Show Your Card & Save program that encourages local shopping and has grown from just 4 participating businesses to a stunning 44, including half a dozen from outside of Pacific County, showing that our program's reach truly extends well beyond Raymond. Our curator provides hundreds of hours of volunteer services to the city every year by mowing the park weekly; it is important to us that the gateway to Raymond looks inviting!

12. State law governing the distribution of lodging tax funds requires they be used primarily to encourage visitors from out of the area, so do your best!

<i>As a direct result of your proposed tourism related service, please provide:</i>	<i>2025 Estimate</i>	<i>2024 Actual</i>	<i>Methodology</i>
Overall attendance at your event/activity/facility	8,500	6,533 as of 11/9/24	Surveys
Number of people who travel more than 50 miles for your event/activity/facility	6,375	4,704 as of 11/9/24	Surveys
Of the people who travel more than 50 miles, the number of people who travel from another country or state.	4,675	3,434 as of 11/9/24	Surveys
Of the people who travel more than 50 miles, the number of people who stay overnight in the Raymond area.	2,570	1,887 as of 11/9/24	Surveys
Of the people staying overnight, the number of people who stay in PAID accommodations e.g. hotel, motel, bed-breakfast, RV park, in the Raymond area.	1,928	1,416 as of 11/9/24	Surveys
Number of paid lodging room nights resulting from your event/activity/facility.	5,748	3,991 as of 11/9/24	Surveys



**LODGING TAX FUNDING APPLICATION
2025**

GUIDELINES

Lodging tax funds are derived from the hotel-motel tax collected by the city's lodging establishments and maybe used towards the marketing and operations of special events and festivals designed to attract tourists. They may also be used to support the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under RCW 35.57 and 36.100. Finally, lodging tax funds may also support the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.

ELIGIBILITY

State law (Chapter 67.28 RCW) requires you to provide estimates of potential economic impact. In addition, the city requires you to provide a brief description of how you calculated the estimates for the event, activity, or facility for which you are requesting funding.

I. Amount of Lodging Tax Requested: \$ \$2,000

II. Agency/Organization Name: WILLAPA SEAPORT MUSEUM

a. Organization is:

Government Entity **501(c)3** 501(c)6 Other

b. Federal Tax ID No. - 91-6064472 UBI Number 601-755-516

III. Project/Activity/Event: Operate Free Museum

IV. Representative Contact Information:

Name, Title Tim Thompson / Digital Media Director

Mailing Address 310 Alder St Raymond WA 98577

Phone(s) Tim = 503-791-4352 / Pete = 360-589-3964

Email willapaseaportmuseum@gmail.com

LODGING TAX APPLICATION - REQUIRED SUPPLEMENTAL QUESTIONS

(You may use this form or type the questions and answers on separate sheets)

1. How will the project/program help increase the number of people traveling to Raymond for business or pleasure on a trip?

Offering additional and more diverse attractions will attract additional visitors.

2. How will the project/program help increase paid overnight accommodations in Pacific County?

Offering an activity that is free allows people to feel more financially available to stay in the area to buy food & lodging

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit? If so, please describe how.

A majority of our ads posted are to areas outside the 50 miles radius. Our 2025 target area is the Oregon Coast & Lower Columbia River.

4. How will the project/program encourage visitors to come from another country or state?

Part of our standard operations includes worldwide social media postings and interactions.

5. If the project/program is an event, please provide the name, date(s) and estimated attendance.

Not An Event

6. 2023 Tourism-Impact Estimate and 2021 Annual Report.

See attached sheet / Narrative 2024/2025

7. Describe the prior success of your event/activity/facility in attracting tourists.

We annually attract 1300+ visitors each year

8. Is there a host hotel for your event? If yes, please identify.

Not An Event / We do however promote all local facilities in house

9. Describe your target tourist audience (location, demographics, etc).

**Retired now traveling / Nautical Enthusiasts / History Lovers / Collectors
And locals that bring in visiting family members.**

10. Describe how you will promote your event/activity/facility to attract tourists.

Social Media, Printed Ads in targeted areas, Word of Mouth, Coop with other museums.

11. Describe how the event will help promote lodging establishments, restaurants, and businesses located in the City of Raymond.

Regular open days and cooperation with other local activities such as Pacific County May Museum Month. Our closing time is close to dinner time.

12. State law governing the distribution of lodging tax funds requires they be used primarily to encourage visitors from out of the area, so do your best!

As a direct result of your proposed tourism related service, please provide:	2025 Estimate	2024 Actual	Methodology
Overall attendance at your event/activity/facility	1,500	1,268	Log book + contact
Number of people who travel more than 50 miles for your event/activity/facility	950	605	Log book + contact
Of the people who travel more than 50 miles, the number of people who travel from another country or state.	400	228	Log book + contact
Of the people who travel more than 50 miles, the number of people who stay overnight in the Raymond area.	60	No current way to capture info	Only if they tell us
Of the people staying overnight, the number of people who stay in PAID accommodations e.g. hotel, motel, bed-breakfast, RV park, in the Raymond area.	200	No current way to capture info	Only if they tell us
Number of paid lodging room nights resulting from your event/activity/facility.	100	No current way to capture info	Only if they tell us / or guessing

Raymond Lodging Tax Grant Request Narrative

2024/2025

Who We are and What We Do

The Frink Foundation DBA Willapa Seaport Museum operates a 5,000 sqft museum in Raymond WA dedicated to the nautical, military and local history of Willapa Bay and the surrounding communities.

Our mission is to collect, preserve, interpret, and exhibit in a museum setting that is free and open to the public, items, relics, and other items of nautical significance. To engage in promoting the appreciation and understanding of our culture and heritage as it pertains to the sea, ships, and associated maritime activities and peoples. To make a concerted effort to exhibit memorabilia in displays portraying our nautical nature and history. To entertain while informing with tales of wonder and lore. To collect pertinent reference material, both audio and visual, and to maintain a library archive. To enhance the Raymond downtown waterfront and actively participate in its redevelopment. To instill and promote civic and patriotic pride in our Willapa community.

The Willapa Seaport Museum is a Free admission museum with an all volunteer staff. We are currently open 5 days per week, Tues - Sat 12:00 to 4:00, and by appointment.. Our volunteers regularly put in over 1,000 hours of volunteer work. Our funding consists of visitor donations, local grants and personal gifts. All donations go to the daily operational expenses.

Our 2024 Attendance

Our museum's 2024 attendance ran 1163+ visitors signing into our logbook between Jan-Oct 1 (count was stopped here to obtain report data) which captures approximately 90 percent of our actual visitors. Our estimated final 2024 count is expected to be 1,280.

Our data was gathered via our log-in book along with Keepers (docents) conversations with our visitors. Our 2024 logbook breakdown is as follows: We had 609 visitors from over 50 miles, 228 from out of state, and 28 from outside the USA with visitors from China, New Zealand, Canada, and Italy. We are attempting to increase attendance to 1500 or more in 2025.

Our 2024 advertising budget targeted the military installations and families of Joint Bases Lewis & McChord (JBLM). This campaign showed only a slight increase from towns near the bases with a slightly higher increase of visitors from the Tacoma area.

Our 2025 Request

This 2025 Raymond grant request for assistance in the electric power bill and we also request access to the internet by helping us obtain an internet service provider.

Through the generosity of current board members, we operate a web page (WillapaSeaportMuseum.com) for people to find us and to get updates in our operating schedule. Our web page averages 2,000 views per year and our Facebook/Instagram pages reach is over 20,000. Most people who tell us how they found us report using our Google Maps listing. But we cannot maintain consistency without our own internet access.

Our 2025 Ads

Our efforts to expand our presence and increase visitation this coming year will target the type of traveler for whom we have log-book records for, that demographic being the older retired travelers who like history, the Columbia River, and the Coast.

We will also continue our cooperation with what we call the TRIO being Alder & Co, Northwest Carriage Museum, and The Willapa Seaport Museum.

In 2025 we will continue our participation in the 3rd annual Pacific County MAY MUSEUM MONTH program. This is a program we plan to continue to support in the future.

Our cooperation with other local businesses and attractions is most evident in our carrying of their flyers and rack cards in our museum, our Keepers providing references and referrals, and our participation in their local happenings. Our museum efforts combined with other tourist offerings make for a well rounded set of activities to attract more visitors and to keep them here longer, thereby necessitating food and lodging.



**LODGING TAX FUNDING APPLICATION
2025**

GUIDELINES

Lodging tax funds are derived from the hotel-motel tax collected by the city's lodging establishments and maybe used towards the marketing and operations of special events and festivals designed to attract tourists. They may also be used to support the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under RCW 35.57 and 36.100. Finally, lodging tax funds may also support the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.

ELIGIBILITY

State law (Chapter 67.28 RCW) requires you to provide estimates of potential economic impact. In addition, the city requires you to provide a brief description of how you calculated the estimates for the event, activity, or facility for which you are requesting funding.

I. **Amount of Lodging Tax Requested:** \$ 10,000

II. **Agency/Organization Name:** Willapa Harbor Chamber of Commerce

a. Organization is:
Government Entity 501(c)3 501(c)6 Other

b. Federal Tax ID No. 61-1444951 UBI Number 602 490 879

III. **Project/Activity/Event:** Columbia Coast TV: Showcasing Raymond's Treasures to the World

IV. **Representative Contact Information:**

Name, Title Jovon Vaughn, Executive Director

Mailing Address PO Box 1249 South Bend, WA 98586

Phone(s) o:360-942-5419 c:206-620-4448

Email info@willapaharbor.org

V. **Service Categories, check all applicable:**

Tourism Promotion/Marketing

Operation of a Special Event/Festival designed to attract tourists

Operation of a Tourism-Related Facility owned or operated by Non-Profit Organization

Operation and/or Capital Expenditure of a Tourism-Related Facility owned by a Municipality

CERTIFICATION

- I am the authorized agent of the Agency/Organization applying for Lodging Tax funding.
- I understand and affirm that:
 - If awarded, my organization intends to enter a contract with the City of Raymond and meet all specified requirements of that contract.
 - My Agency/Organization is required to submit a report documenting economic impact results in a format determined by the City of Raymond.

Jovon P. Vaughn
Signature

12/28/2024
Date

Jovon Vaughn, Executive Director
Print or Type Name

LODGING TAX APPLICATION - REQUIRED SUPPLEMENTAL QUESTIONS

(You may use this form or type the questions and answers on separate sheets)

1. How will the project/program help increase the number of people traveling to Raymond for business or pleasure on a trip?

The Columbia Coast TV series will increase the number of people traveling to Raymond by showcasing the city's unique attractions and features throughout all 13 episodes, set to air on the FYI Network starting in October 2025. This national exposure will inspire viewers to visit Raymond and experience its charm firsthand.

2. How will the project/program help increase paid overnight accommodations in Pacific County?

The project will help increase paid overnight accommodations in Pacific County by highlighting Raymond's tourism-focused attractions, encouraging viewers to plan extended stays to fully explore the area.

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit? If so, please describe how.

The TV series will reach a national audience through the FYI Network, encouraging visitors from distances greater than 50 miles to experience Raymond's attractions. The show's engaging content will showcase the area's unique offerings, making it an appealing destination for both day trips and overnight stays.

4. How will the project/program encourage visitors to come from another country or state?

As a nationally broadcast series, Columbia Coast TV will attract viewers from across the country and potentially internationally, encouraging visitors from other states and countries to explore Raymond and its surroundings.

5. If the project/program is an event, please provide the name, date(s) and estimated attendance.

Columbia Coast TV Series

Dates: Airing begins October 2025

Estimated attendance: 25,000 (based on projected viewership and resulting visits)

6. 2025 Tourism-Impact Estimate and 2024 Annual Report.

Columbia Coast TV is specifically designed to encourage out-of-area visitors by showcasing Raymond's unique attractions to a national audience. The series will highlight the area's diverse offerings, from cultural experiences to outdoor adventures, making Raymond an appealing destination for tourists from across the country. FY2025-25,000 Visitors/ FY2024 17,000 Vistors

7. Describe the prior success of your event/activity/facility in attracting tourists.

While this is a new project, the Willapa Harbor Chamber of Commerce has a proven track record of successful tourism promotion. The Columbia Coast TV series builds on this experience to attract tourists on an unprecedented scale.

8. Is there a host hotel for your event? If yes, please identify.

N/A

9. Describe your target tourist audience (location, demographics, etc.)

The show targets the 25-59 demographic, including road-trippers, family adventurers, epicurean travelers, and solitude seekers.

10. Describe how you will promote your event/activity/facility to attract tourists.

- National broadcast on the FYI Network
- Press releases and news coverage
- Social media campaigns
- Collaboration with local tourism entities

11. Describe how the event will help promote lodging establishments, restaurants, and businesses located in the City of Raymond.

The TV series will prominently feature Raymond's attractions, including the Northwest Carriage Museum, Willapa Seaport Museum, Raymond Theatre, Dr. O.R. Nevitt Memorial Community Pool, Willapa Hills Trails, and kayaking opportunities. This exposure will directly promote local lodging establishments, restaurants, and businesses by showcasing them to a national audience.

12. State law governing the distribution of lodging tax funds requires they be used primarily to encourage visitors from out of the area, so do your best!

<i>As a direct result of your proposed tourism related service, please provide:</i>	<i>2025 Estimate</i>	<i>2024 Actual</i>	<i>Methodology</i>
Overall attendance at your event/activity/facility	25,000	17,000	Sign in sheets, online data, street counts
Number of people who travel more than 50 miles for your event/activity/facility	20,000	13,000	Sign in sheets online data, street counts
Of the people who travel more than 50 miles, the number of people who travel from another country or state.	15,000	10,000	Sign in sheets, online data, street counts
Of the people who travel more than 50 miles, the number of people who stay overnight in the Raymond area.	10,000	5,000	lodging counts, receipts, sign in sheets
Of the people staying overnight, the number of people who stay in PAID accommodations e.g. hotel, motel, bed-breakfast, RV park, in the Raymond area.	10,000	5,000	lodging counts, receipts
Number of paid lodging room nights resulting from your event/activity/facility.	300	175	lodging counts, receipts, sign in sheets

We **Connect** businesses and community members, **Convene** diverse stakeholders to collaborate, **Create** opportunities for innovation, and **Celebrate** Pacific County's continued success!

December 28, 2024



FY2025 Columbia Coast TV: Transforming Pacific County Tourism

Dear Raymond Lodging Tax Advisory Committee Members,

We are thrilled to present Columbia Coast TV, an innovative 13-episode series that promises to revolutionize tourism promotion for the City of Raymond and Pacific County! This groundbreaking project, already streaming on Roku and Amazon with its own dedicated app, is poised to showcase the best of our region to a national audience, driving tourism and economic growth in unprecedented ways.

A Collaborative Vision for Pacific County

Columbia Coast TV is more than just a TV series; it's a testament to the power of collaboration and community spirit that defines Pacific County. We've united key stakeholders across the region, including the Pacific County Tourism Bureau, Ocean Park Area Chamber of Commerce, North Cove Tokeland Chamber of Commerce, Long Beach Merchants Association, and Ilwaco Merchants Association. This unprecedented coalition ensures that every facet of Pacific County, from our stunning coastlines to our charming inland communities, will be authentically represented and promoted.

WWest Communications: Our Visionary Partner

At the helm of this exciting project is WWest Communications, a local telecommunications leader serving our community since 1912. Under the dynamic leadership of CEO/General Manager Kenneth Johnson and Marketing and Media Manager Jeremiah Rounds, WWest brings cutting-edge expertise and resources to Columbia Coast TV. This partnership allows us to leverage state-of-the-art technology and deep local knowledge, creating a product that's truly world-class.

Why Columbia Coast TV is a Game-Changer

- **Proven Traction:** Already streaming on major platforms, we've demonstrated market viability and audience interest.
- **Comprehensive Storytelling:** From our miles of pristine beaches to our historic lighthouses, from world-class oyster farms to lush forests, we're capturing the full spectrum of Pacific County's appeal.
- **Economic Catalyst:** We're set to ignite a tourism boom and create exciting new job opportunities in Raymond and beyond.
- **Innovative Approach:** We're setting new standards for rural media production, positioning Pacific County as a hub for creative industries.
- **Unparalleled Efficiency:** Our budget demonstrates remarkable cost-effectiveness, with savings exceeding 64% compared to industry standards.

We **Connect** businesses and community members, **Convene** diverse stakeholders to collaborate, **Create** opportunities for innovation, and **Celebrate** Pacific County's continued success!

The Crucial Role of LTAC Funding

Your support is vital to amplify the impact of Columbia Coast TV. We propose an innovative funding structure that maximizes the return on investment:

1. **Show Sponsorship** (\$3,333): Secures the City of Raymond's place as a primary sponsor for the show, with an expected 5-year shelf-life.
2. **Video Production Services** (\$3,333): Provides high-quality B-roll footage for use in various tourism promotions across all platforms for at least 5 years.
3. **Post-Production Services** (\$3,334): Includes the production of two 30-second commercials per month for tourism entities, utilizing footage from the show.

This \$10,00 bundle deal offers significant cost savings and reflects the efficiencies of combining these services under one project. To align with the 2025 fiscal year, we will invoice for services as they are delivered, beginning in January 2025.

Projected Return on Investment

With this funding structure, we can amortize the economic impact over 5 years across Pacific County:

- Projected ROI of \$1.7 million over 5 years
- \$340,000 impact per year
- \$28,350 average monthly impact
- Equivalent to 4.8 hotel room rentals per day on average

Additionally, the show itself offers deeper levels of impact:

- **Immediate Publicity:** We'll generate significant earned media through press releases, news coverage, and social media shares.
- **Long-Term Visibility:** The show will have a minimum life cycle of 5 years, potentially extending to 7 years across various streaming and syndicated networks.
- **Growth Potential:** Completing the first episode is likely to attract additional sponsors and product placements, potentially leading to regional partnerships for future seasons.

A Vision for the Future

Columbia Coast TV isn't just about promoting tourism; it's about shaping the future of Pacific County. By investing in this project, we're diversifying our economy, creating new career opportunities, attracting creative professionals, and positioning the City of Raymond and Pacific County as a forward-thinking, innovative region ripe for investment and growth.

Our Commitment to Excellence and Accountability

We understand the trust you place in us with your investment. We commit to providing detailed reports on visitor increases, overnight stays, and tourism spending, maintaining transparent communication throughout the project, and acknowledging LTAC's crucial support in all project materials and promotions.

We **Connect** businesses and community members, **Convene** diverse stakeholders to collaborate, **Create** opportunities for innovation, and **Celebrate** Pacific County's continued success!

The Time is Now

Pacific County stands at a pivotal moment. Columbia Coast TV offers us the chance to control our narrative, showcase our unique appeal, and transform our tourism industry. The potential returns – in increased visitors, economic growth, and community pride – are immeasurable. We invite you to be part of this historic endeavor. Your investment will not just fund a TV series; it will catalyze a new era of prosperity and recognition for the City of Raymond and Pacific County. Together, we can make Pacific County a must-visit destination and create a brighter future for the City of Raymond. Let's seize this extraordinary opportunity and show the world the true magic of Washington's *Evergreen Coast*! Thank you for your consideration. We're excited to discuss this project further and answer any questions you may have.

Warm regards,



Jovon Vaughn
Executive Director

Willapa Harbor Chamber of Commerce

We **Connect** businesses and community members, **Convene** diverse stakeholders to collaborate, **Create** opportunities for innovation, and **Celebrate** Pacific County's continued success!

December 28, 2024



Attachment -Methods of Data Reporting for FY2025

Data Collection Methods for FY2025-

Online Social Media Reports

- Track engagement metrics across platforms
- Monitor hashtag usage and mentions
- Analyze reach and impressions of tourism-related content

Tourism Lodging Reports

- Collect occupancy rates from local accommodations
- Gather average length of stay information
- Record origin of visitors when available

Lodging Receipts/Reports

- Compile total revenue from lodging establishments
- Calculate average daily rate (ADR)
- Analyze seasonal trends in bookings

In-Person Count of Attendees

- Conduct physical counts at events and attractions
- Use ticket sales data when applicable
- Implement visitor surveys at key locations

Data Analysis and Reporting

- Consolidate data from all sources monthly
- Generate quarterly reports for trend analysis
- Provide annual summary for LTAC review

Quality Assurance

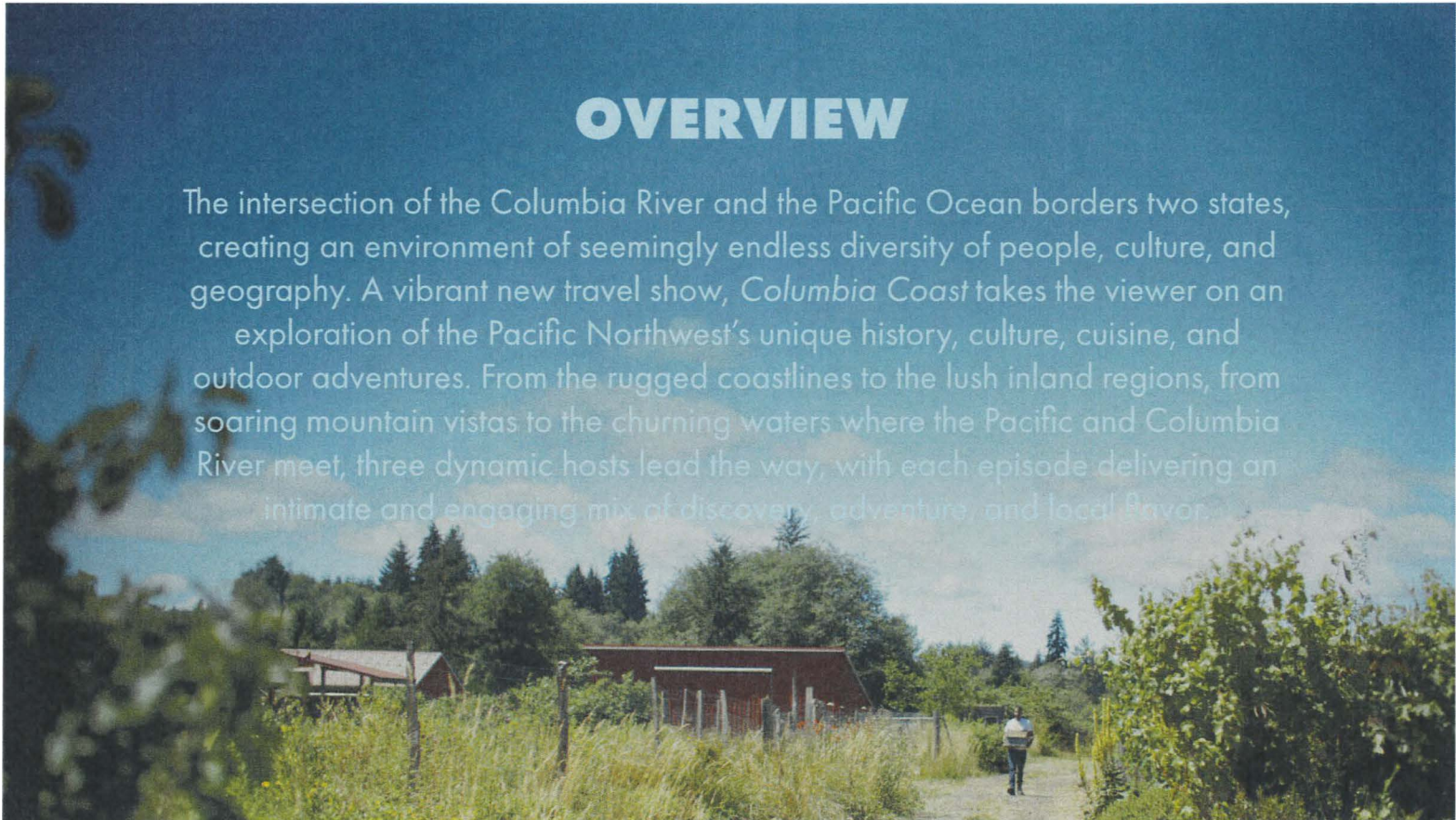
- Cross-reference data points for accuracy
- Implement data validation procedures
- Conduct periodic audits of collection methods

OREGON WASHINGTON



OVERVIEW

The intersection of the Columbia River and the Pacific Ocean borders two states, creating an environment of seemingly endless diversity of people, culture, and geography. A vibrant new travel show, *Columbia Coast* takes the viewer on an exploration of the Pacific Northwest's unique history, culture, cuisine, and outdoor adventures. From the rugged coastlines to the lush inland regions, from soaring mountain vistas to the churning waters where the Pacific and Columbia River meet, three dynamic hosts lead the way, with each episode delivering an intimate and engaging mix of discovery, adventure, and local flavor.





TARGET AUDIENCE

The show targets the 25-59 demographic with programming designed to connect with market segments that include road-trippers, family adventurers, epicurean travelers, and solitude seekers.

UNIQUE SELLING POINTS

Diverse Content: A rich blend of culture, cuisine, and adventure ensures a strong appeal to the target demographic.

Engaging Hosts: Each host brings a unique perspective and expertise, enhancing the show's depth and variety, while reflecting their authentic friendship and mutual respect.

Deep Dive: Rather than skimming the obvious and hackneyed suggestions of travel websites, the series takes the time for a more intimate, deeper experience spanning two states and three coastlines.

Stunning Visuals: The Pacific Northwest's landscapes and vibrant communities act as the fourth character of the show, providing a visually unique and stunning backdrop for the immersive experience.

EPISODE FORMAT

In each hour-long episode of *Columbia Coast*, one cast member leads the others into a central activity, event, or location as the catalyst to inspire the others on their individual journeys. The cast members separate to explore their interests, creating three sub-stories, each hosted by one of the show's personalities:

Mark's Cultural Journey: Explore local museums, galleries, and cultural events as Mark's hands-on curiosity leads him into the artistic and historical essence of the region, through the experiences of local artists, curators, and cultural leaders.

Chef Stew's Culinary Adventures: Discover the culinary treasures of the Columbia Coast as Chef Stew uncovers local markets, restaurants, and food festivals, preparing and tasting dishes that showcase the region's diverse ingredients and food culture.

Heather's Outdoor Escapades: Embark on exciting outdoor adventures as Heather dives into physical outdoor activities, including fishing, hiking, kayaking, all while exploring the natural wonders of the region.





HOSTS

Mark Justice

An in-demand model and actor based in Las Vegas, Mark brings a refined eye for art, history, and culture. Mark dives into the region's vibrant cultural diversity, exploring local museums, galleries, and cultural events. His segments offer viewers an insider's look at the artistic soul of the Columbia Coast, from the contemporary to the historic, and everything in between.



Robert Stewart (Chef Stew)

A culinary powerhouse, Chef Stew cooked up victories on Food Network's *Cutthroat Kitchen* and *Supermarket Stakeout*, and competed valiantly on other popular food shows, including *Guy's Grocery Games*. With his charismatic presence and deep culinary experience, Chef Stew explores the Columbia Coast's gastronomic delights, featuring local chefs, unique dishes, and regional ingredients yielded by the fresh and salt water ecosystems and the coastline's fertile soil. Chef's journey highlights the stories behind the food, including farm-to-table movements and innovative culinary trends.

Heather Johnson

A competitive equestrian rider, world traveler, and outdoor enthusiast, Heather invites viewers on an exploration through the region's breathtaking landscapes and outdoor activities. From serene, solitary horseback rides on the beach, to exploring hidden hiking trails through untouched forest and nearly endless water activities, Heather's explorations inspire viewers to experience the unique natural beauty and plentiful outdoor adventure opportunities the of the Columbia Coast.



CONCLUSION

"Columbia Coast" promises to be an engaging and visually stunning exploration of the Pacific Northwest. With its mix of cultural, culinary, and outdoor experiences, the show will captivate a diverse audience and showcase the rich tapestry of the Columbia Coast. Join Mark Justice, Chef Stew, and Heather Johnson as they uncover the hidden gems and unique stories of this beautiful region.



PROJECT NAME	Raymond City Hall
PROJECT NUMBER	24042
DATE	11/13/2024
CONSTRUCTION BUDGET	\$ 1,364,000.00 (Not including sales tax)
BUILDING TYPE	City Hall TI
SCOPE OF SERVICES	Full services for new building and site improvements

Basic Services

Phase	Percent	EW Fee
Schematic Design	18%	\$24,650
Design Development	20%	\$27,389
Contract Documents	31%	\$42,453
Bidding & Negotiation	4%	\$5,478
Construction Administration	25%	\$34,236
Completion	2%	\$2,739
Total	100%	\$136,946

SUBTOTAL BASIC SERVICES **\$136,946**

Additional Services

Subconsultant Services	Cost	Markup	Fee
Cost Estimator	\$0	10%	\$0

SUBTOTAL ADDITIONAL SERVICES **\$0**

SUBTOTAL A/E FEE **\$136,946**

Reimbursable Expenses Allowance **\$3,850**

Printing	\$1,500	10%	\$1,650
Travel	\$2,000	10%	\$2,200

TOTAL A/E FEE (with reimbursables) **\$140,796**

City of Raymond
Raymond City Hall
Project Description

11/24/2024

The City of Raymond has partnered with the Willapa Community Development Association to purchase a portion of the ground floor of the new American Legion Veteran Housing and Resource Center building to be constructed at 221 Duryea Street in downtown Raymond.

The Raymond City Hall, approximately 3,500 square feet, will provide the City of Raymond staff with enclosed offices and an open office area servicing both a mail sorting area and a customer service counter. Customer areas will include a large waiting lobby with access to a service counter and a private biometric office for fingerprinting services.

The City Hall will also include ancillary spaces for the city staff such as a private staff restroom, staff break room, and a large storage area.

A meeting room housing the city council chambers and public restrooms with approximately 2,000 square feet will be shared with the Resource Center users.

The Raymond City Hall will be constructed within a core and shell and will feature the following systems:

- **Electrical Systems**
 - The City Hall will be metered separately.
 - All new lighting will be LED fixtures.
- **Plumbing Systems**
 - New plumbing fixtures will be water conserving.
- **Fire Sprinkler System**
 - A new NFPA 13 fire sprinkler system will serve all floors of the building.
- **Heating Systems**
 - The new City Hall will be heated and cooled with heat pumps.
 - The building will be insulated to meet the new energy codes.
- **Interior finishes**
 - Offices, meeting rooms, hallways: Luxury vinyl plank with rubber base
 - Bathrooms: sheet vinyl with rubber base
 - Walls will be painted gypsum wallboard with a light orange peel texture. Paints are all low VOC.
 - Ceilings will be an acoustic tile ceiling system.



EXHIBIT C
Billing Rates

2025

Executive Director	\$175
Director of Architecture	\$175
Directors/ Senior Project Architect 2	\$165
Director/Senior Project Manager 2	\$165
Director - Landscape	\$165
Director/Senior Project Architect 1	\$165
Director/Project Architect	\$162
Senior Project Architect 2	\$162
Senior Project Manager 2	\$162
Senior Project Architect 1	\$162
Senior Project Manager 1	\$162
Project Architect 3	\$152
Project Manager 3	\$152
Landscape Project Architect 3	\$152
Landscape Project Manager 3	\$152
Project Architect 2	\$136
Project Manager 2	\$136
Landscape Project Architect 2	\$136
Landscape Project Manager 2	\$136
Project Architect 1	\$110
Project Manager 1	\$110
Landscape Project Architect 1	\$110
Landscape Project Manager 1	\$110
Community Relations Manager	\$115
Community Relations Associate	\$105
Architectural Associate 2	\$95
Landscape Architectural	\$95
Architectural Associate 1	\$90
Landscape Architectural	\$90
Interns	\$75
Administrative	

DRAFT AIA® Document B101® - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « Twenty Fifth » day of « November » in the year « 2024 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« City of Raymond » « »
« 230 2nd street »
« Raymond »
« WA 98577 »

and the Architect:
(Name, legal status, address and other information)

« Environmental Works Community Design Center » « »
« 402 15th Avenue East »
« Seattle, WA 98112 »
« »

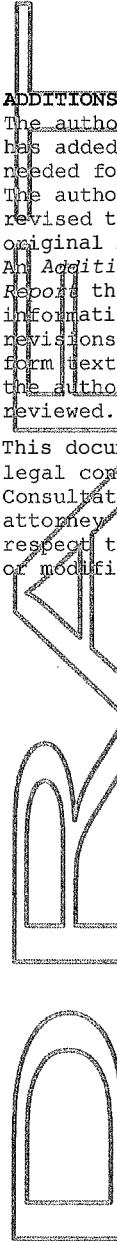
for the following Project:
(Name, location and detailed description)

« Raymond City Hall »
221 Duryea Street
Raymond WA 98577
See attached Exhibit - Project Description

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«See EXHIBIT B »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«N/A »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«Approximate \$1,364,000 »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« Schematic Development Date/Estimate January 2023 »

Design Development Date/Estimate February 2025
100% Construction Documents/Specs June 2025 »

.2 Anticipated Permit Submittal date:

«February 2025 »

.3 Anticipated Construction commencement date:

«August 2025 »

.4 Anticipated Substantial Completion date or dates:

«October 2026 »

.5 Other milestone dates:

«Unknown »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive Bid »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Mayor Dee Roberts »
«City of Raymond »
«Email: mayordee@cityofraymond.com »

« »
« »
« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

«Eric Weilberg, City of Raymond, Ericweilberg@cityofraymond.com »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

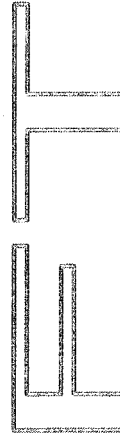
« »

.2 Civil Engineer:

« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »



§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Robert Drucker – Environmental Works »
«402 15th Avenue East »
«Seattle, WA 98112 »
«Phone: 206.787.1390 »
«Email: rdrucker@eworks.org »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«N/A »



.2 Mechanical Engineer:

«N/A»

.3 Electrical Engineer:

«N/A»



§ 1.1.11.2 Consultants retained under Supplemental Services:

«N/A »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« The person identified below is named the Initial Decision Maker. The person representing the Architect in this role for this Project will be:

Jess Zimbabwe – Executive Director
Environmental Works
402 15th Avenue East
Seattle, WA 98112
Phone: 206.787.1378
Email: JZimbabwe@eworks.org

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~one million dollars~~ (\$ ~~1,000,000~~) for each occurrence and ~~two million dollars~~ (\$ ~~2,000,000~~) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~one million dollars~~ (\$ ~~1,000,000~~) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~«one million dollars»~~ (\$ ~~«1,000,000»~~) each accident, ~~«»~~ (\$ ~~«»~~) each employee, and ~~«two million dollars»~~ (\$ ~~«2,000,000»~~) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~«one million dollars»~~ (\$ ~~«1,000,000»~~) per claim and ~~«one million dollars»~~ (\$ ~~«1,000,000»~~) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.6.1 The Architect shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval. The Architect and its Consultants may be entitled to additional compensation and

reimbursement in the event that revisions to their instruments of service are required as a result of changes made to the applicable codes, interpretations, direction, feedback, or non-federal regulations subsequent to Owner's engagement of Architect to start work.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations, and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner and/or Others (as appropriate), a schematic document set to establish an estimate of the Cost of the Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval, which shall be rendered in a timely manner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall submit to the Owner and/or Others (as appropriate) a final DD document set to update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall finalize and submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals NOT USED

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the

Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to

payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. In the event that Owner has retained other consultants for portions of the Project Design, those consultants may review the Certificate for Payment for their portions of the design and certify to Architect that Payment should be issued. Architect can rely on those certifications when issuing its Certification for Payment.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect, Contractor, and/or Owners shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;
 - .4 review list of Contractor completed punch list items and create a final Architect / Owner punch list adding items as appropriate; and,
 - .5 Certify a final Certificate for Payment based upon a final site observation(s), completion of Architect/Owner punch list items, Owner acceptance of all required final Project Documentation, and State Agency (including L&I) acceptance as appropriate, indicating that, in their opinion and to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's site observation(s) for Substantial Completion shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, perform a single site observation of the completed facilities, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	Architect Limited
§ 4.1.1.11 Value analysis	Architect Limited
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect Limited

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect Limited
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Architect Limited (see below)
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect Limited (see below)
§ 4.1.1.21 Telecommunications/data design	Architect Limited (see below)
§ 4.1.1.22 Security evaluation and planning	Architect Limited (see below)
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect Limited (see below)
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Fire Protection / Sprinkler System(s) Design	Delegated Design - Contractor
§ 4.1.1.30 Fire Detection and Alarm System(s) Design	Architect Limited
§ 4.1.1.31 Interior Signage and Graphics	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«4.1.1.1 Programming – Assist in reviewing Owner initial scope and PCNA's and provide recommendations / prioritization of potential work scopes.

4.1.1.10 Architectural Interior Design – Design and selection of interior finishes and colors to support scope of Work and interior construction activities as appropriate.

4.1.1.11 Value Analysis – Architect shall assist Owner with review of most recent cost estimates and provide recommendations for value engineering (VE) opportunities / recommendations as appropriate.

4.1.1.12 Detailed Cost Estimating – The Architect will review construction cost estimates for completeness

4.1.1.14 Conformed Documents for Construction – Provide a conformed document set to the General Contractor for construction that contains comments from permitting, bidding, and value engineering as applicable.

4.1.1.17 Post Occupancy Evaluation – Architect will include up to 40 hours Post Construction assistance (as necessary) in their base fee to respond to issues that may arise during the 1-year warranty period. Architect will also attend an 11th month site / building walk to review prior warranty issues / concerns, review design expectations against reality, review / develop lessons-learned, and assist in documenting any final warranty issues that still need to be addressed.

4.1.1.20 Architect's coordination of the Owner's consultants – Provide assistance with Owner Contracted Work, if any, as relates to Design Intent and conformance to Construction Documents. Review Owner Consultant proposed work and report any perceived inconsistencies / errors / omissions / conflicts to Owner.

4.1.1.21 Telecommunications/data design – Provide / coordinate general device locations and confirm Electrical requirements, if any. Coordinate exact requirements / locations with Owner.

4.1.1.22a Security Planning (Security Cameras) – Provide / coordinate general device locations and confirm Electrical requirements, if any. Coordinate exact requirements / locations with Owner.

4.1.1.22b Low Voltage Design – Provide / coordinate general device locations and confirm Electrical requirements, if any. Coordinate exact requirements / locations with Owner.

4.1.1.24 Sustainable Project Services – Architect and Consultants will cooperate with Owner and Contractor to identify mandatory and required items necessary to meet and/or exceed Sustainability criteria, and shall incorporate said items as necessary into the Construction Documents.

4.1.1.31 Energy Modeling and Calculations – Provide WA State Energy Code Calculations as required by code, ESDS, and/or Jurisdictions Having Authority.»

4.1.1.32 Interior Signage and Graphics – Architect will at a minimum provide code required interior signage and coordinate additional interior signage requirements with Owner and provide documentation to Contractor for bidding / procuring / and installation.

»

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«4.1.1.1 Programming – Provide initial project Work scope(s) and/or PCNA's for consideration and evaluation by Architect or Other as designated by the Owner.

4.1.1.12 Detailed Cost Estimating – The Owner will contract with a General Contractor and/or outside Estimating Entity that is responsible for detailed cost estimates to the Owner and Architect for review / consensus. »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~«Up to two»~~ (~~«2»~~) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Respond to a reasonable number of RFI's, assumed range (200) for this Project.
- .3 ~~«1»~~ (~~«monthly»~~) visits to the site by the Architect during construction
- .4 ~~«One»~~ (~~«1»~~) site observation review of Contractor's completed punch list per construction phasing as necessary and to establish Final Architect / Owner punch list. NOTE: additional trips may be required based upon Project phasing and/or extent of Project.
- .5 One (1) site observation review to confirm Architect / Owner punchlist items are complete. Not complete, incomplete, or unacceptable punchlist items for further review and final acceptance by Owner.
- .6 ~~«One»~~ (~~«1»~~) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~thirty~~ (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. The Owner shall make decisions in a timely manner in the applicable sequence of design phases to allow the design to progress accordingly.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.2.1 The Owner shall engage an outside Estimating Entity to provide construction costs estimates throughout design.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect, unless agreed otherwise by the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 calendar days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Estimating Entity will be reviewed by the Architect and its Consultants to provide cost opinions as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 NOT USED

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 implement value engineering analysis, recommendations, and/or considerations to bring Cost of the Work into acceptable budget parameters; or

.6 implement any other mutually acceptable alternative.

§ 6.7 If Project is competitively bid, and the lowest responsible bid exceeds the established budget, and the Owner chooses to proceed under Section 6.6.5, the Architect shall assist the Owner in analyzing, making recommendations, and negotiating value engineering opportunities to bring the Cost of Work into acceptable budget parameters. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise, the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. The Architect shall not be liable for any Project delays and related costs associated with the need to modify the Construction Documents

§ 6.8 If the Project is competitively bid, and the lowest responsible bid exceeds the established budget by 10% or more, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. The Owner and Architect are to review the changes to be implemented and determine if additional compensation to the Architect is warranted as an additional service.

§ 6.9 If Project is competitively bid, and the lowest responsible bid is substantially less than the established budget, and the Owner chooses to increase the scope of work to take advantage of the cost difference, the Architect may be entitled to additional compensation wherein they shall submit a lump sum cost based upon Owner's written scope increase via an Additional Services Request (ASR). Upon Owner's acceptance and signature upon same ASR, the contract sum shall be adjusted appropriately.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

[] Other: *(Specify)*



If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«NONE»

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«Both parties shall mutually agree, in writing, to a licensing fee as compensation to the Architect when the Architect's services are terminated. The Architect shall prepare a separate document for the Owner's review and signature at that time.»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Indemnification

§ 10.10.1

Indemnification by Architect. To the fullest extent permitted by law, the Architect agree to indemnify, defend and hold the CITY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) caused by negligence which 1) are caused in whole or in part by any act or omission, negligence, of the Architect, its employees, agents or volunteers or Architect's subconsultants and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Architect's or its subconsultants' use of, presence upon or proximity to the property of the CITY for the value of the contract or \$1,000,000, whichever is less. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the CITY. In the event of the concurrent negligence of the Architect, its subconsultants, employees or agents, and the CITY, its employees or agents, this indemnification obligation of the Architect shall be valid and enforceable only to

the extent of the proportional negligence of the Architect, its subconsultants, employees and agents. This indemnification obligation of the Architect as an employer shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Architect hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Architect are a material inducement to CITY to enter into this Agreement, are reflected in the Architect's compensation, and have been mutually negotiated by the parties.

§ 10.10.2

Participation by CITY – No waiver. The CITY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Architect's indemnity obligations under this Agreement.

§ 10.10.3

Survival of architect's indemnity obligations. The Architect agrees all Architect's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

§ 10.10.4

Indemnity by subconsultants. In the event the Architect enters into subcontracts to the extent allowed under this Agreement, the Architect's subconsultants shall indemnify the CITY on a basis equal to or exceeding Architect's indemnity obligations to the CITY.

§ 10.10.5

Indemnification by Owner. To the fullest extent permitted by law, the Owner agrees to indemnify, defend and hold the Architect and its subconsultants, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) caused by negligence which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Owner, its departments, elected and appointed officials, employees, agents and volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Owner's or its departments, elected and appointed officials, employees, agents and volunteers use of, presence upon or proximity to the property of the CITY for the value of the contract or \$1,000,000, whichever is less. This indemnification obligation of the Owner shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the Architect. In the event of the concurrent negligence of the Owner, its employees or agents, and the Architect, its subconsultants, employees or agents this indemnification obligation of the Owner shall be valid and enforceable only to the extent of the negligence of the Owner, its employees and agents. This indemnification obligation of the Owner shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Owner hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Owner are a material inducement to the Architect to enter into this Agreement, are reflected in the Architect's compensation, and have been mutually negotiated by the parties.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement. Additionally, nothing in this Agreement shall be deemed to heighten or alter the Architect's standard of care in any manner that could affect or impact insurance coverages.

Notwithstanding any other provision of the Agreement, no party to this agreement shall be liable to another for any consequential damages incurred to the fault of the other party, regardless of the nature of this fault.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

«136,946 »

with an additional estimated \$3,850 reserved allowance for reimbursable expense.
Reimbursable expenses shall be invoiced as costs are incurred and not as a stipulated sum

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Stipulated sum, as agreed upon by the Owner and Architect based upon the hourly billing rate at the time additional services are warranted. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Stipulated sum, as agreed upon by the Owner and Architect based upon the hourly billing rate at the time additional services are warranted. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten » percent (« 10 » %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«24,650 »	percent («18 »	%)
Design Development Phase	«27,390 »	percent («20 »	%)
Construction Documents Phase	«42,453 »	percent («31 »	%)
Procurement Phase	«5,478 »	percent («4 »	%)
Construction Phase	«34,236 »	percent («25 »	%)
Completion	«2,720 »	percent («2 »	%)
Total Basic Compensation		one hundred percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth in the Architect Hourly Rates exhibit. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices provided that such billing rates shall not be adjusted within the first twelve (12) months of this Agreement and thereafter shall not be adjusted more often than once every twelve (12) months

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero dollars and Zero cents (\$ 00,00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

one and one half percent (1.5) % per month %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Exhibits:
)

«Exhibit A	Fee Schedule – dated 11/13/2024
Exhibit B	Project Description – dated
Exhibit C	Architect/Engineer Hourly Rates – dated 01/08/2025 »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »

(Printed name and title)

ARCHITECT (Signature)

« »

(Printed name, title, and license number, if required)