

CONSULTANT: Timber Framers Guild  
CONTACT PERSON: Mack Magee  
ADDRESS: 1106 Harris Ave, Suite 303  
Bellingham, WA 98225  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 22-2752377  
TELEPHONE/FAX NUMBER: (360) 746-6571  
COUNTY DEPT: Parks and Recreation  
DEPT. CONTACT PERSON: Thomas Hartzell  
TELEPHONE/FAX NUMBER: (425) 388-6695  
PROJECT: Timber Framed Park Structures  
AMOUNT: Not to exceed \$ 245,000  
FUND SOURCE: 309- 5109 46 063 2 6599 –Whitehorse Park ✓  
309-5109 46 103 3 6599 – Kayak Point Park  
309-5109 46 075 2 6599 – SR 530 Memorial ✓  
309-5109 46 309 2 6599 – Lord Hill Park  
309-5109 46 033 2 6599 – Flowing Lake Park  
CONTRACT DURATION: Notice to Proceed through 31 December 2022  
unless extended or renewed pursuant to  
Section 5 hereof

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Timber Framers Guild, a private non-profit educational membership association (“Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

#### 1. **ENGAGEMENT; SCOPE OF SERVICES**

a. **Engagement.** Contractor is contracted to produce and provide architectural documents and structural engineering for the timber frame park structures at the park properties listed above, and to design and conduct a teaching workshop in the fabrication and assembling of the timber frames of the Projects (the “Timber Frame Project”). Contractor agrees to frame the Timber Frame Project in accordance with this Agreement as a community service building project for the sole purpose of educating the Volunteers (as defined in section 2a) in timber framing.

b. **Scope of Work.** The scope of work and responsibilities for the TIMBER FRAME PROJECT is detailed in Exhibit A and incorporated herein by this reference (the “Scope of Work”). The Scope of Work shall be done in accordance with the schedule set forth on Exhibit B (the “Schedule”) incorporated herein by this reference. The budget for the TIMBER FRAME PROJECT Scope of Work is set forth on Exhibit C incorporated herein by this reference.

c. **Change Orders.** Any change to the Scope of Work shall be evidenced by written change order in the form attached as Exhibit D (the “Change Order”) incorporated herein by reference. The Change Order shall also include the fees and schedule impacts associated with the required change. Any Change Order must be signed by both parties to be valid. Additionally, if the Change Order involves the framing of the Project, such change must be approved by the Engineer of Record and the Specialty Timber Frame Engineer.

d. **Correction of Work.** Contractor shall promptly correct work rejected by the County as failing to conform to the requirements of this Agreement, whether observed before or after completion and whether or not fabricated, installed or completed, and shall correct any work found to be not in accordance with the requirements of this Agreement, within a period of one (1) year from the date of substantial completion of the work hereunder.

e. **Delay in Performance.** If the Timber Frame Project must be delayed due to inclement weather or other acts of God, Contractor and the County shall endeavor to reschedule the completion of the Timber Frame Project to a time that is as soon as is reasonable. Additionally, if Contractor is unable to fill the roster for the Timber Frame Project with the number of qualified Participants (as defined in Section 2a) by thirty (30) days prior to the Project Start Date (as defined below), the Project will be rescheduled within six (6) months or Contractor may terminate this Agreement at no penalty to Contractor. Contractor will plan to begin its work on the Project Start Date, which date shall be confirmed by Contractor and the County no later than thirty (30) days prior to the actual Project Start Date. Contractor will plan to complete its work by the Project Termination Date (as defined in Section 5).

## 2. **CONTRACTOR’S UNDERTAKINGS**

a. **Supervision.** Contractor shall be solely responsible for all Timber Frame construction under this Agreement, including the techniques, sequence, procedures, means, and coordination of all work. At all times, Contractor shall maintain strict discipline among its employees, subcontractors, Participants and Volunteers who assist in the performance of the construction.

For the purpose of this Agreement, “Participant” means any person engaged to participate in the Timber Frame Project (including Volunteers). “Volunteer(s)” means any person identified by Contractor and the County that has volunteered his/her time to performing work on the Timber Frame Project. All Volunteers are unpaid and must sign a waiver and release form to work on the Timber Frame Project.

b. **Administration.** Contractor shall provide administrative support for the Timber Frame Project, including, but not limited to, public relations, promotion of the educational aspects of the Timber Frame Project, encouragement and reinforcement of community participation in the Timber Frame Project, and general coordination of human resources (both local and visiting volunteers and Contractor personnel).

c. **Project Manager.** Contractor shall designate a project manager (the “Project Manager”) to manage all aspects of the Timber Frame Project, including keeping the Schedule. The Project Manager shall have authority to approve all onsite activities, including, but are not

limited to: the electrical power supply; equipment such as lifting equipment (crane), mobile tower scaffolds, ladders, hoisting machines, lightweight staging boards and fixed tube and clip scaffold; foundation work (for compliance with the Plans and Specifications (as defined below)), backfilling and site conditions; sanitary facilities and security; and, job site visitors.

“Plans and Specifications” means architectural drawings, engineering specifications, cutting yard layout drawings, scribe yard layout drawings, unloading and storage areas, list of electrical requirements (including lighting), list of mechanical lifting device requirements, description of on-site sanitary facility requirements, lists of materials, specifications regarding participants, and any other written information describing the Timber Frame Project and which written drawings, specifications, lists and descriptions.

d. **Volunteer Labor; Training.** Contractor shall provide unpaid Volunteer labor for fabrication and erection of the Timber Frame Project. Contractor shall provide a Participant workshop(s) and safety plan to guide the fabrication and installation of the timber frame. Contractor reserves to right to reject or dismiss any Participant, local or foreign, for any reason, without avenue for appeal.

e. **Contractor Representation.** The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which Contractor practices or operates at the time the services are performed. Contractor shall perform the work in accordance with the terms of this Agreement. Any materials or equipment used by Contractor in connection with performing the services shall be in good repair and of specified quality and characteristics. Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

### 3. COUNTY’S UNDERTAKINGS

a. **Administration Manager.** County shall designate a project administrator (“Project Administrator”) to (i) serve as main contact for the Contractor’s Project Manager, and (ii) manage, coordinate and ensure that the Project sites (the “Activity Site”) are prepared and suitable for Timber Frame Project commencement, and (iii) ensure on-time delivery of materials and equipment pursuant to the Schedule. The Project Administrator is identified in Section 9 below.

b. **Access.** County shall acquire all permissions for access to the Activity Site by County, Contractor and other third parties engaged by County or Contractor to perform work on the Project, including, but not limited to, access for unloading, staging, fabricating and assembling materials, and access for mobile cranes and other types of power equipment. County agrees to abide by Contractor’s Control Access Zones during fabrication and raising event. For the purpose of this Agreement, “Controlled Access Zones” means the secured areas within which the TFG Project Manager restricts entry to those authorized to fabricate and erect the Timber Frame or for such visitors that are escorted by her or her designee. Additionally, the County agrees that Contractor will have sole control of the Activity Site during the fabrication and erection of the Timber Frame Project.

c. **Permits; Inspections.** County shall obtain all permits required by applicable laws and ordinances. Additionally, County shall arrange for and cause to be performed all required inspections of the construction work.

d. **Protection of Property.** On or before the date set forth in the Schedule, County shall, under the direction of Contractor and at County's sole cost and expense, take necessary measures to protect and secure the Activity Site, construction materials, tools, equipment and other personal property and during construction from theft or destruction; to prevent intrusion onto the Activity Site by unauthorized persons; and to protect the general public against damage or injury (minimally, temporary construction fencing to be erected around the perimeter of the Activity Site). For projects of longer than one day, the County shall, under the direction of Contractor and at County's sole cost and expense, provide onsite, weather-tight, lockable storage as described in Scope of Work, for the tools and implements brought to the Timber Frame Project by the visiting timber framers recruited by Contractor (e.g., international shipping containers, mobile office trailers with secure doors and windows, or storage trailers on wheels (with stairs)).

e. **Materials, Equipment and Services.** Except as provided in this Agreement, County shall, at its sole cost and expense, furnish to the Contractor all materials, equipment, and third-party services of every kind, description and nature to be incorporated into the Project as required in this Agreement. County shall cause all needed materials, equipment, and services to be delivered to the Activity Site in a timely manner so as to enable County, Contractor and third parties engaged in the construction process to complete the construction of the Project in accordance with the Schedule.

f. **Hazardous Materials.** County shall be responsible for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Activity Site.

g. **Safety.** County agrees that its representative has read, understands and shall comply with any applicable safety rules and procedures provided by Contractor, in writing.

h. **Inspection.** County or its representative shall have controlled access to all areas for inspection of the Project, including the Timber Frame Project. County shall provide reasonable notice to Contractor of County's intent to inspect the Project. County agrees to follow all safety guidelines, including wearing protective equipment during the inspection. County shall execute a liability waiver or similar document prior to the inspection visit. County shall perform a final inspection and sign-off on the Project, including Timber Frame Project, upon completion.

i. **Scheduling Contractors.** County shall avoid scheduling other contractors to be present if the work of said contractors may interfere with the performance of timber frame (subject) Contractor's obligations set forth in this Agreement. Contractor, in its sole discretion, shall determine what constitutes interference.

#### 4. **JOINT UNDERTAKINGS**

a. **Strategies.** Contractor will work with County to develop strategies for the safe, educational (fun) and effective construction of a Timber-Framed structure as a Contractor's event.

b. **Recruitment and Coordination of Volunteers.** County shall work with Contractor to determine those parts of the Project framing that can be performed by non-timber-framer Volunteers, and shall recruit such persons to volunteer their services to the Project. Contractor shall assist County in coordinating the use of Volunteers on the Project framing. Volunteers shall only be accepted to participate in the Project timber framing after submission of a signed Waiver of Liability that is provided and accepted by Contractor. The Project Manager may at his or her sole discretion reject any Volunteer for cause or no cause at all, and may rescind permission for any Volunteer access to the site for cause or no cause at all, without recourse, provided the cause is not on the basis of discrimination whether race, sex, religious, national origin, sexual orientation, or any other discrimination that abridges the County's or Contract's codes of conduct.

c. **Timber.** County shall consult Contractor with respect to the selection of timber material provided by County for the Project. All timber material will meet or exceed the specifications of the Engineer of Record, the Specialty Timber Frame Engineer, and the Project Manager. Contractor reserves the right to reject any piece of material that does not qualify under the standards set forth by this Agreement, or regulatory standard. County will provide insect or rot prevention treatment of timbers if required by this Agreement, or County or local regulation.

d. **Collaboration of Matters.** Contractor and County shall collaborate to; (i) schedule contractors, other than Contractor, to work at Activity Site; (ii) inspect and sign off the work prior to the final departure of the Project Manager from the Activity Site; (iii) provide a suitable hand-over to contractors, trades and craftspeople following Contract; and (iv) facilitate timely settling of outstanding accounts.

5. **TERM OF AGREEMENT; TIME OF PERFORMANCE.** This Agreement shall be effective upon the date of the Notice to Proceed (the "Effective Date") – which shall be no earlier than the date of signature of this agreement by both parties to this agreement -- and shall terminate on 31 December 2022, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to Contract. Contractor shall commence work upon the Effective Date (the "Project Start Date") and shall complete the work required by this Agreement no later than 31 December 2022 (the "Project Termination Date"). PROVIDED, HOWEVER, that the County's obligations after December 31, 2019 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

## 6. **COMPENSATION.**

a. **Compensation.** Contractor's compensation for services, as set forth in Exhibit C, includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

b. **Invoices.** Contractor shall submit to the County invoices indicating all work that has been performed and the amount of the fee due from the County as set forth in the payment schedule in Exhibit C. Subject to Section 10 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

c. **Payment.** The County's preferred method of payment under this Agreement is electronic using the County's "e-Payable" system with Bank of America. Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, Contractor shall email [SnocoEpaybles@snoco.org](mailto:SnocoEpaybles@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. Contractor needs to provide contact information (name, phone number and email address). Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

County approved invoices received in the Finance Department ("Finance") will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS AGREEMENT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

d. **Payment Method.** In addition to Payment section above, the County may make payments for purchases under this Agreement using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

e. **Contract Maximum.** Total charges under this Agreement, all fees and expenses included, shall not exceed \$ 245,000 for the term of this Agreement (excluding change orders, extensions or renewals, if any).

7. **INDEPENDENT CONTRACTOR.** Contractor agrees to perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County

shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

Contractor shall furnish and have exclusive control of all persons to be engaged in performing Contractor's obligations under this Agreement ("Contractor Personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor Personnel shall for all purposes be solely the agents of Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor Personnel, Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor Personnel when required by law, if any.

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

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

8. **OWNERSHIP AND INTELLECTUAL PROPERTY.** The parties agree that any non-proprietary information developed under this Agreement will be made publicly available. Any creative work developed by Contractor, including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the "Creative Work"), shall remain the intellectual property of Contractor; provided, however, that Contractor hereby irrevocably grants to County, a perpetual, royalty free, non-exclusive right to copy, distribute, use the Creative Work in whole for any purpose, in any media, and in any territory for non-commercial or non-compensated use. The County agrees that it will not alter any Creative Work without the prior written consent of Contractor. Material which Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by Contractor and is not "work made for hire" within the terms of this Agreement.

¶The timber frame park structures' designs may not be used to construct additional pavilions by the County, Contractor or any third party without the express written consent of the Project Architect and without a review by a professional engineer with Washington State registration for a new location

Contractor agrees to provide County with a copy of any article, report, media interview or other publication relating to activities covered under this Agreement. County agrees to provide Contractor with a copy of any article, report, media interview or other publication relating to activities covered under this Agreement. Contractor agrees not to make any use of the logo or the name of County, except as expressly authorized in writing. County agrees not to make any use of the logo or the name of Contractor, except as expressly authorized in writing.

9. **COUNTY CONTACT PERSON.** The assigned contact person (or Project Administrator) for the County for this Agreement shall be:

Name: Thomas Hartzell  
Title: Senior Park Planner  
Department: Parks & Recreation  
Telephone: (425) 388-6695  
Email: thomas.hartzell@snoco.org

10. **COUNTY REVIEW AND APPROVAL.** When Contractor has completed any discrete portion of the services, Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If County determines the work conforms to the requirements of this Agreement, County shall notify Contractor that County accepts the work. If County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, County shall reject the work by providing Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, Contractor shall promptly remedy the problem or problems and re-submit the work to the County. Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will be made despite such errors if the work is substantially complete though the County may withhold up to 10% of the payment until the work is accepted by County. Contractor shall be responsible for the accuracy of work even after County accepts the work. If Contractor fails or refuses to correct Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by Contractor's conduct.

11. **SUBCONTRACTING AND ASSIGNMENT.** Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by Contractor to subcontract, assign, or delegate any portion of Contract's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding the foregoing, the County acknowledges and agrees to Contractor's use of Volunteers to construct the Timber Frame Project, and independent contractors to perform the architectural and engineering design, to perform project management services, and to instruct the Participants.



12. **RECORDS AND ACCESS; AUDIT; INELIGIBLE EXPENDITURES.** Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to Contractor, shall be refunded to the County by Contractor.

13. **INDEMNIFICATION**

a. Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from and against any loss or claim of loss (including costs, expenses, and reasonable attorneys' fees) arising solely from (i) the breach of its obligations under this Agreement, or (ii) the negligent or willful acts or omissions of Contractor or its employees, agents, officers, administrators, or independent contractors in the course of their regular duties. Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. County will indemnify, hold harmless, and defend Contractor and its employees, agents, officers, administrators, independent contractors, and assigns from and against any loss or claim of loss (including costs, expenses, and reasonable attorneys' fees) arising solely from (i) the breach of its obligations under this Agreement, or (ii) the negligent or willful acts or omissions of the County or its employees, agents, officers, administrators, or independent contractors in the course of their regular duties.

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

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

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind,

delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

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

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

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

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

By requiring the minimum insurance coverage set forth in this Section 14 , the County shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

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

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

i. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

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

iii. Workers’ Compensation: To meet applicable statutory requirements for workers’ compensation coverage of the state or states of residency of the workers providing services under this Agreement, if required;

- iv. Employers' Liability or "Stop Gap" coverage: \$1,000,000
- v. Professional Liability: 1,000,000.

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

i. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

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

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

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

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

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

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

15. **COUNTY NON-DISCRIMINATION**. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably

discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by Contractor of Contractor's compliance with the requirements of Chapter 2.460 SCC. If Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect Contractor's obligations under other federal, state, or local laws against discrimination.

16. **FEDERAL NON-DISCRIMINATION.** Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

17. **EMPLOYMENT OF COUNTY EMPLOYEES.** SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

18. **COMPLIANCE WITH OTHER LAWS.** Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

19. **COMPLIANCE WITH GRANT TERMS AND CONDITIONS.** If informed by the County in a timely manner, and if consistent with the organizational Bylaws of the Contractor, the Contractor shall comply with any and all applicable conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds Contractor's work hereunder.

20. **PROHIBITION OF CONTINGENCY FEE ARRANGEMENTS.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability or, in its discretion, to

deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

22. **SUSPENSION OF WORK.** The County may, at any time, instruct Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 23 of this Agreement.

23. **NON-WAIVER OF BREACH; TERMINATION.**

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. Either party may terminate this Agreement if the other party has breached any material term of this Agreement, and such breach is not remedied within fourteen (14) days of receiving notice from the non-breaching party, in which case the County shall pay Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Section 6 hereof.

c. The County may terminate this Agreement upon thirty (30) business days' written notice to Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Section 6 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 23, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. The County may deduct from the final payment due Contractor (i) such reasonable damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) such other reasonable set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

e. Upon termination of this Agreement, Contractor will stop work, immediately terminate any subcontracts or other obligations that it may have entered into involving the Project,



by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Contractor are needed for the County to respond to a request under the Act, as determined by the County, Contractor agrees to make them promptly available to the County. If Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify Contractor (a) of the request and (b) of the date that such information will be released to the requester unless Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

28. **CONFLICTS BETWEEN ATTACHMENTS AND TEXT.** Should any conflicts exist between any attached schedule or exhibit and the text or main body of this Agreement, the text of the schedule or exhibit shall prevail.

29. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement are for the exclusive benefit of the County and Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

30. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

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

32. **AUTHORITY.** Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or Contract, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or Contract, as the case may be.

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

34. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

**KEN KLEIN**  
Executive Director



County Executive

6/11/19  
Date

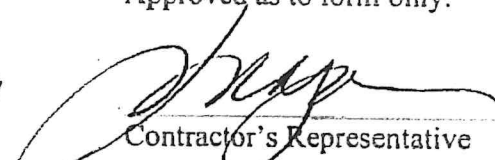
Approved as to insurance  
and indemnification provisions:

 6/10/19  
Risk Management Date

Approved as to form only:

  
Deputy Prosecuting Attorney Date

Approved as to form only:

 17Jun19  
Contractor's Representative Date

Executive Director, Timber Framers Guild  
Title of Representative



Exhibit A  
**SCOPE OF WORK**

**Design, Engineering and Timber Framers Guild Community Building event for a Timber Frame Park Shelter**

**The Project:** The projects are generally described as timber frame park shelters approximately 24' x 30' (720 Square feet).

**Description:** This Scope of Work includes a design and engineering phase, followed by a Timber Frame Project teaching-event to fabricate and install a timber frame shelters at selected County Parks in Snohomish County, Washington.

The design phase of the project includes three phases: preliminary design, design development/ engineering and creation of construction documents. When appropriate, as agreed to by the Timber Framers Guild "TFG" and County, TheTFG shall lead a collaborative design process which shall include 1 or more County representatives as well as other interested volunteers from time to time. The design phase will be followed by an Event Phase. Two phases are outlines as follows:

**Phase 1:** The Design Process generally includes the following design tasks:

1. **Schematic / conceptual design**
2. **Design development**
3. **Structural engineering and provision of sealed/stamped drawings as required**
4. **Production of permitting, construction and shop drawingsTimber and related material takeoffs with relevant specificationsScope of work for both parties and pricing for the TIMBER FRAME fabrication & erection**

**Phase 2:** The Event Phase includes the following tasks:

5. **General administrative support including, event promotion and human resources coordination**
  6. **Event coordination and management**
  7. **Event oversight**
- Coordination of management of activity sites**  
**Conduct of a 3-14 day TIMBER FRAME workshop for the fabrication and erection of the timber frame on the building site**  
**County's Responsibilities**

**Task 1 – Schematic Design**

The TFG will select a design team who will conduct a site visit and three (3) conference calls with County representatives. The design concepts shall be reviewed by the County Parks project manager for approval. Specific results will include:

- preliminary drawings and sketches to convey the scale, theme and fundamental characteristics of the building (drawings suitable for planning and promoting the project but not adequate for engineering, permitting or construction)
- A written summary of the building concept including important constraints, requirements, and expectations of the structure and its intended use as well as any limitations or contingencies.
- A TFG design and engineering proposal for final design documents suitable for permit application and construction.
- An outline of the format, scheduling, and educational content of a community building event to fabricate and raise the heavy timber structure.

**Task 2 – Design Development**

The Conceptual Design of Task 1, generated in consultation with County representatives and community members and approved by the County's project manager, will be the base from which the schematic design will be developed. Specific results will include:

- Elevations, floor plans and building sections suitable for engineering
- Materials List with Specifications for review.

**Task 3 – Structural Engineering**

The TFG will provide a Timber Frame Specialty Engineer-of-Record. A structural engineer, licensed in the State of Washington, will be sourced to review the schematic design, perform such necessary calculations and the creation of a materials list which will be compliant with all applicable codes and requirements.

**Task 4 – Permitting and Construction Drawings**

Upon finding the design meets code and safety requirements, the reviewing professional engineer will provide the following:

- Stamped and signed copies of the plans suitable for permitting and construction.
- **Written budget and Scope of Work for the TFG portion of the project.**

**Task 5 – Materials List and Specifications**

The TFG shall generate a materials list from the construction drawings which shall include at a minimum:

- Timber list (Size, Grade, Quantities, Finish)
- Fasteners for timber-to-timber connections
- Other materials and supplies only if required for the timber frame

**Task 6 – General Administrative Support**

The TFG shall provide a Project Manager to coordinate with the County and other contractors to ensure the following tasks are executed in a thorough and timely manner:

- Keep the schedule on track
- Make site checks for contractor progress
- Write assembly and raising scripts
- Work with the lead instructor, consultants and TFG’s Executive Director to develop educational components for the project.
- Work with County to provide a suitable hand-over of the finished frame to other contractors, trades and craftspeople
- Work with County to facilitate timely settling of outstanding accounts
- The TFG Project Manager shall have authority to approve all onsite activities on behalf of TFG including but not limited to:
  - Approval of electrical power supply
  - Approval of equipment such as; lifting equipment, mobile tower scaffolds, ladders, hoisting machines, lightweight staging boards and fixed tube and clip scaffold.

For the duration of the project, TFG shall arrange for and coordinate lodging and board for TFG’s timber framers who are not resident within twenty miles of the activity site and who are working on the project. The Project Administrator will provide the Guild with input on potential local sites for accommodations and to the extent convenient for and available to the County, such County facilities for fabrication and camping will be utilized by the Guild to reduce the cost of conducting the Project. In no way or to no extent will the County be responsible for the meals for participants or room and board for anyone.

**Task 7 –Construction Coordination and Management**

TFG shall recruit, qualify, supervise and manage the TFG Leadership Team. The Leadership Team shall be under the direction of the TFG Project Manager. TFG shall generally promote the project to the TFG membership and to the public at large via TFG publications and website, direct mailings or contacts and other periodicals. The TFG shall provide unpaid volunteer labor for fabrication and erection of the Timber frames. The TFG shall provide specialty timber framing tools to accomplish the Project Timber Frame, which shall include tool inspection and certification as required. All timber frame fasteners shall be provided by the TFG and shall meet or exceed the specifications of the Timber Frame Project Engineer.

**Task 8 – Construction Oversight and Quality Control**

The TFG Project Manager, or a qualified designee, shall determine and verify that the materials on site are the

required grades and finishes as specified by the Project Timber Frame Specialty Engineer-of-Record. TFG shall provide consultation to timber suppliers regarding timber sizing and milling specifications, as well as, transport, storage and control specifications at the activity site. The TFG shall provide for final fabrication of all frame components, as described in the Plans and Specifications, including Shop Drawings. In that regard:

- TFG shall verify field dimensions prior to Timber Frame fabrication
- Provide all shop and site work to fabricate joinery; and

#### **Task 9 – Coordination and Management of Activity Sites**

TFG will, to the best of its ability, ensure that all work is performed in a safe and professional manner. TFG shall provide for daily clean-up of all debris related to TFG's Scope of Work and place it in a burn pile or dumpster provided by Sponsor. TFG agrees upon terminating its work to conduct a thorough cleanup (to a broom-clean state) of items related to its Scope of Work at the Activity Site.

#### **Task 10 – County's Responsibilities**

##### **A) Administration**

County shall appoint a Project Administrator to:

- Work with TFG to develop the Budget;
- Work with TFG to develop the Schedule;
- Work with TFG to facilitate the event strategy which includes;
  - Determining number of Sponsor's volunteers, participants and TFG participants
  - Requirements for tools and equipment
  - Publicity and participant's information pack;
  - Power supply
  - Sanitary facilities
  - First aid
  - Evacuation plan
  - Education or training component
  - Communications, interpreting and cultural exchange
  - Experience for all participants
- Manage and supervise (under advisement from the TFG Project Manager) health and safety and work practices of County personnel to ensure a safe event as far as is reasonably practicable;
- Facilitate reasonable internet access for TFG personnel;
- Work with TFG to inspect and sign off the work prior to the departure of the TFG Project Manager;
- Work with the TFG to provide a suitable hand-over to contractors, trades and craftspeople following TFG work.

##### **B) Construction Support**

Except as otherwise provided herein, County, through its Project Administrator, agrees to oversee, supervise and coordinate all construction support activities on the activity sites throughout the term of this agreement. Specifically, the County shall:

- Acquire all permissions for access to the activity sites by County, TFG and other third parties engaged by County or TFG to perform work on the project, including, but not limited to, access for unloading, staging, fabrication and assembling materials, and access for mobile cranes and other types of power equipment.
- Obtain all permits required by applicable laws and ordinances;
- Supervise and coordinate the preparation of the activity sites for the construction of the Timber Frame projects;
- Work with TFG to select and recruit volunteers, participants and businesses to contribute labor services and materials.
- Coordinate for the timely provision and delivery of necessary construction materials, subcontractors and third party services to the activity site;
- Supervise, or engage others to supervise, all work performed on the activity site by County volunteers and subcontractors prior to the commencement of the Timber Frame; and
- Arrange for and cause to be performed all required inspections of the construction work

### **C) Volunteer Coordination**

County shall work with TFG to determine those Timber Frame portions of the project that can be performed by non-Timber Framers volunteers and shall recruit such persons to volunteer their services to the project. County shall assist the TFG in coordinating the use of volunteers on the Timber Frame. Volunteers shall only be accepted to participate in the project's Timber Frame after submission of a signed Waiver of Liability that is provided and accepted by TFG.

### **D) Project Financing**

County shall provide or arrange for all funds necessary to finance the construction of the project, including, but not limited to, all funds needed to:

- Procure the plans and specifications as noted in Tasks 1-3;
- Obtain all required project permits, inspections and approvals;
- Procure all materials, supplies and services to be consumed in or incorporated into the construction;
- Pay all other costs and expenses incurred in the construction of the project.

### **E) Protection of Property**

On or before the date set forth in the schedule, County shall, under the direction of TFG and at County's sole cost and expense ensure the following:

- Take necessary measures to protect and secure the activity site, construction materials, tools, equipment and other personal property and during construction from theft or destruction;
- Prevent intrusion onto the activity site by unauthorized persons;
- Protect the general public against damage or injury (minimally, temporary construction fencing to be erected around the perimeter of the activity site)
- For projects longer than one day, County shall, under the direction of TFG and at County's sole cost and expense, provide on-site, weather-tight, lockable storage (e.g., international shipping containers, mobile office trailers, and storage trailers) as specified by TFG for the tools and implements brought to the project by the visiting timber framers recruited by TFG.

### **F) Portable Toilets**

Adequate number of sanitary facilities (one portable toilet per ten Participants), at least one of which is to be handicapped-accessible, shall be available on-site and have a hand sanitizer in each unit. Pumping of sanitary facilities will be arranged based upon human resources numbers provided by TFG, and a minimum of once per week.

### **G) Provision of Materials and Services**

County shall, at its sole cost and expense, furnish to TFG and to third parties who may be engaged by County to perform work in the construction of the project, all materials and third party services of every kind, description and nature to be incorporated into the project as required in this agreement. Such materials and services may include, but not be limited to;

- Timber and fixings for temporary support of the frame during construction
- Steel brackets and fixings for base connections
- All fixings and fabrications necessary for assembly and fixing of the frame
- Mobile tower scaffolds, ladders, lightweight staging boards, hoisting machines and cranes, all as more particularly set forth in the Exhibits.
- County shall cause all needed materials and services to be delivered to the activity site in a timely manner so as to enable County, TFG and third parties, engaged in the construction process, to complete the construction of the project in accordance with the schedule
- TFG shall supply no construction materials except as agreed by the parties

### **H) Timber**

County shall be responsible for making sure that all timber material provided will meet or exceed the specifications of the Project Engineer and the TFG Project Manager. TFG reserves the right to reject material it finds defective.

**I) Fasteners**

All timber frame fasteners shall be provided by the TFG and shall meet or exceed the specifications of the Timber Frame Project Engineer.

**J) Conditions**

As conditions to TFG's performance of its obligations under this agreement, prior to the project start date:

- County must be current in payment of all applicable invoices
- County shall have approved the Plans and Specifications no later than 90 days prior to the start of the event
- Before commencement of the event, the County must arrange for all of the following;
  - Have all permits, insurance, bonding and documents related to the construction
  - All construction materials necessary for commencement of the project must be on-site
  - Electric power supply must be on-site and ready to use
  - All structural timbers are to be cut to specification and stacked neatly on site in accordance
  - All footings, piers or other foundations for the project must be placed according to the plans as required by local authority
- Foundation must be square and level within ¼" with required plates and connectors per Plans and Specifications
- All concrete must be cured a minimum of seven days prior to the project start date
- All plates for connectors must be installed as per Plans and Specifications
- Foundation must be back-filled, and Activity site must be drained and graded with slope away in accordance with local professional practice, as verified by the TFG Project Manager
- Gravel or mulch must be provided for spreading around the activity site for mud control
- All debris and concrete forms must be removed from concrete
- County shall not schedule other contractors to be present during Timber Frame fabrication and erection without approval of the TFG Project Manager.

**K) Other Responsibilities**

County is responsible for providing:

- Rental equipment, including but not limited to, cranes, man lifts, telescoping boom forklifts, self-contained light sets as may be needed by TFG to facilitate night work and to maintain the schedule
- Additional engineering or permitting fees required by approved change orders
- Any additional costs to frame components required by approved change orders
- Any insect or rot prevention treatment of timbers if required by County or local regulation

**L) Post-Frame Construction**

After TFG has completed frame erection, County is responsible for:

- Final cleaning, sanding and treating of frame
- All removal of debris from the activity site burn pile, emptying of dumpsters and other such containers
- All work on the project not described in this Agreement as being an obligation of TFG
- Site cleanup is not included in TFG's Scope of Work beyond that noted in Task 9

**Exhibit B**  
**SCHEDULE**

Design work to commence upon acceptance of this agreement and at the direction of the Project Administrator. It is estimated that design work can be complete within 180 days of notice to proceed for each of the several County structures, contingent upon the County's timely performance in responding to requests for information and feedback on design.

Construction of the project is scheduled to occur prior to December 31, 2022, the exact date being determined in mutual consultation between the parties. If the Whitehorse Park event is not to be scheduled in 2020, the County must notify the Timber Framers Guild no later than December 31, 2019. If the event is postponed, TFG may be entitled to compensation pursuant to Section 23 d.

Pricing for the timber frame event will be determined upon completion of their relative design phases

**Exhibit C**

**BUDGET and PAYMENT SCHEDULE**

**Architectural and Engineering (A&E) fees are as follows:**

If the total square footage of the three remaining potential projects (SR 530 Memorial, Lord Hill Park and Flowing Lake Park) does not exceed 3,600 square feet, the total Architectural and Engineering (A&E) fees will not exceed \$36,000.

Whitehorse Park structure has been authorized to utilize the Lake Roesiger design. Kayak Point Park structure designed by Lon Tyler, TFG Project Manager.

Architectural fees	\$ 2,500.00
Engineering fees	\$ 9,500.00

**Payment of A&E fees are as follows:** Design Phase Payment Schedule:

- \$5000 retainer due upon Notice to Proceed; retainer will be applied to the final payment
- Monthly progress billings based on % completion; contractor will submit invoice on the 30<sup>th</sup> on the month and payment is due on the 10<sup>th</sup> of the following month.

**Budget for conduct of the Community Building Events to be determined upon completion of design work.**

- Event Phase Payments will also be monthly progress billings based on % complete; contractor will submit invoice on the 30<sup>th</sup> on the month and payment is due on the 10<sup>th</sup> of the following month.
- Event fees for Whitehorse and Kayak Point structures\_(including TFG-provided room and board for all volunteers)\_\_\_\_\_ \$ 43,000.00

**Total payments for all A&E and Timber Frame Project Events will not exceed \$ 245,000 unless so agreed by the parties**

**Exhibit D**

**CHANGE ORDER**

<b>Change Order Request for Name of Project</b>		
Revision Number:	Revision Date:	Change Order Number:

Change Order Originator:	<input type="checkbox"/> County	<input type="checkbox"/> Timber Framers Guild
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What timeframe is suggested for making a decision on this Change Order? _____		
Specific Description of the Change Order (dates, work impacted, reason for Change):		
Pursuant to Exhibit 3 of the Agreement all additional costs of the Agreement are not included in the budget as defined in Exhibit 2. Accordingly, this Change Order will provide the additional agreement provisions in form of List of Documents attached hereto for the installation of Timber Frame Structure as detailed in the Installation Program attached.		
List of Documents (Drawing, Specification, Estimate, etc.) that define the Change Order: Attachments to the Change Order:		
1. Scope of TFG and County's Responsibilities		
2. Schedule of Work for of the Agreement		
3. Technology of the Installation		
4. Health and Safety Instruction		
5. Budget		
6. Schedule of the Agreement.		
Change Order Impacts:	<input type="checkbox"/> Schedule Additional Time Required: <i>Time Required is an Estimate</i>	<input type="checkbox"/> Budget: <<\$ CHANGE>> <input type="checkbox"/> Lump Sum <input type="checkbox"/> Time and Materials <input type="checkbox"/> Hourly Not to Exceed

Previous Budget: \$  
Amount of This Change: \$  
Therefore, New Budget: \$

*The work and agreement provisions contained in this Change Order document are accepted by both parties and will be performed under the terms and conditions in Agreement ..... dated....., and will become part of that Agreement.*

Signed:

Signed:

\_\_\_\_\_  
Name: Thomas Hartzell  
Title: Senior Park Planner  
Snohomish County Parks

\_\_\_\_\_  
Name: Jeff Arvin  
Title: Executive Director, TFG



