

Board of Trustees Special Meeting
Monday, July 17, 2023, 5:30pm
Port Angeles Main Library

REMOTE ACCESS

If unable to join in person, members of the public may participate in the meeting via internet or phone using the instructions available prior to the meeting at www.nols.org/board-administration.

PUBLIC COMMENTS

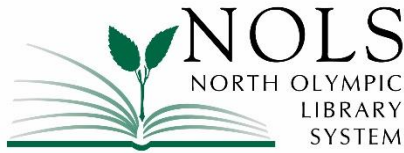
Any person or group desiring to bring an item to the attention of the Library Board may do so by addressing the Board at meetings. Individuals having comments specifically related to agenda topics should raise their hand at the appropriate point on the agenda to indicate a wish to speak. Public comments on items not on the agenda, but within the jurisdiction of the North Olympic Library System Board of Trustees, are heard at the beginning of the meeting and at the end; individuals may choose to speak at either point. When time constraints require, the Chair may limit public remarks during meetings to less than three minutes. The Board will not discuss or take action on items raised during Public Comment, but may choose to add items to a future meeting agenda. Public comments may also be sent to: Library Board of Trustees, North Olympic Library System, 2210 South Peabody Street, Port Angeles, WA 98362 or LibraryBoard@nols.org.

LAND ACKNOWLEDGEMENT

The North Olympic Library System acknowledges that the lands on which we live and gather are the appropriated homelands of Indigenous Peoples. We want to express our deepest respect to those peoples past and present, including the [Hoh Tribe](#), [Jamestown S'Klallam Tribe](#), [Lower Elwha Klallam Tribe](#), [Makah Indian Tribe](#), [Quileute Tribe](#), [Quinault Indian Nation](#), [Port Gamble S'Klallam Tribe](#) and the [Skokomish Tribe](#), for their care of these lands throughout the generations. Let us learn more about the histories, cultures, and traditions of Indigenous Peoples. Let us strengthen relationships with sovereign tribal nations to provide an inclusive space fostering innovation and collaboration at the Library.

AGENDA

1. Call to order, roll call and introductions
2. Approval of Agenda
3. Public Comments
4. New Business
 - N.1. Approval of an amendment to the contract between NOLS and SHKS Architects for the Sequim Expansion and Renovation Project
 - N.2. Approval of a lease agreement with McNish Family II LLC for a space to operate the library from during the construction phase of the Sequim Expansion and Renovation Project
 - N.3. Approval of contract between NOLS and AHBL for civil engineering services for the Port Angeles Library Driveway Rehabilitation Project
 - N.4. Approval of payment to OCLC for cataloging and ILL services
5. Adjournment



Staff Report

Meeting Date: July 17, 2023
To: Library Board of Trustees
From: Noah Glaude, Executive Director
Subject: Approval of an amendment to the contract with SHKS Architects for the Sequim Library Expansion and Renovation Project

Attachments: SHKS Additional Services Fee Proposal
Amendment 002 to the AIA Professional Services Agreement between NOLS and SHKS Architects Executed 12-14-21

Topic/Issue:

Approval of a revised contract with SHKS Architects for the Sequim Library Expansion and Renovation Project design, engineering and project management services.

Background:

On November 18, 2021, the Library Board of Trustees approved a professional services contract between NOLS and SHKS Architects for the Sequim Library Expansion and Renovation Project design, engineering, and construction management services. The contract was based on the cost estimate for a conceptual design prepared in May 2020 for a Department of Commerce grant application.

After working through the early design phase with SHKS for six months, the cost estimate was revised based on the project's development. The Board of Trustees approved Amendment 001 to the contract in July 2022 to reflect the increased scope and cost of the project. That contract amendment raised the Maximum Allowable Construction Cost (MACC) from \$3.3 million to \$5.1 million.

Discussion:

When the contract with SHKS was first approved in November 2021, it was expected that as the project developed, new cost estimates would become more accurate. For that reason, both parties agreed that the contract would likely need to be amended to reflect the improved knowledge of the project.

Since the first contract amendment in July 2022, the design development phase of the project has been completed and the construction documentation phase is now being finalized. Through this process, multiple design revisions have had to be made as challenges with the property's size and shape have been navigated, new requests from staff have been integrated into the design, and additional design and engineering work has been requested to help with grant

applications to make the building more sustainable and resilient. The attached Additional Services Fee Proposal lists and describes those services that are beyond those indicated in our original agreement.

At the April 2023 Board of Trustees meeting, a construction cost estimate of \$6.2 million was presented to the Board. Based on this most recent estimate, Amendment 002 will increase the MACC from \$5,118,000 to \$6,197,000. SHKS' fee is set to be 11.58% of the MACC – a standard rate for AIA contracts in Washington State – therefore their fee will increase \$115,224 over the course of the contract. An additional \$167,872 in services are also accounted for in the amendment, bringing SHKS' total fee request increase to \$283,096, and total contract value to \$1,276,472.

Policy Considerations:

NOLS [Policy: 5.5 Purchasing Policy](#) states that approval of all contracts valued at \$25,000 or more must be approved by the Library Board of Trustees.

Fiscal Considerations:

From the point when NOLS first entered into a contract with SHKS in late 2021 through July 2023, NOLS has paid SHKS \$552,903.93 for their services and the work of their subcontractors.

The total amount expended on the Sequim Expansion and Renovation Project through July 2023 is \$638,518.17.

Total project costs, including construction, furniture and equipment, permitting and taxes, architecture and engineering services, contingency, and additional consulting, is currently estimated to be \$9,319,530. As of July 11, 2023, NOLS has raised \$5,126,951 for the Sequim Expansion and Renovation Project.

As discussed at the April 2023 Board of Trustees meeting, NOLS will pursue non-voted general tax obligation bonds to cover the remaining costs of the project, after a request for construction bids is complete in the fall of 2023.

In an effort to minimize the amount of debt NOLS takes on through general obligation bonds, the Library is continuing to work with community partners to conduct additional fundraising efforts to cover the additional costs of the Sequim Library Expansion and Renovation Project. Library staff are seeking additional grant opportunities and will continue to do so through construction of the project.

Recommendation:

That the Library Board of Trustees approve Amendment 002 to the contract with SHKS Architects for architectural, engineering and project management services.



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
NOLS Sequim Library Expansion and
Renovation
Sequim, WA

AGREEMENT INFORMATION:
Date: 11/18/2021

AMENDMENT INFORMATION:
Amendment Number: 002
Date: 7/10/2023

OWNER: *(name and address)*
North Olympic Library System
2210 South Peabody St.
Port Angeles, WA 98362

ARCHITECT: *(name and address)*
SHKS Architects, P.S., Inc.
1050 N 38th St

The Owner and Architect amend the Agreement as follows:

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

Anticipated Maximum Allowable Construction Cost (MACC) is \$6,197,000, exclusive of additive alternates.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Total contract value:

\$1,276,472

Schedule Adjustment:

1.1.4.1

Design phase milestone dates, if any:

Schematic Design - 09/13/2022

Design Development - 02/22/2023

Construction Documents - 10/17/2023

Construction NTP - 01/04/2024

SIGNATURES:

SHKS Architects

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

Adam Hutschreider

PRINTED NAME AND TITLE

SIGNATURE

PRINTED NAME AND TITLE

DATE

DATE

July 10, 2023

Noah Glaude
Executive Director
North Olympic Library System
2210 South Peabody Street
Port Angeles, WA 98362


Re: NOLS Sequim Expansion and Renovation Project

Dear Noah,

I am writing to request compensation for additional services rendered beyond those indicated in our agreement. These services may be categorized as an adjustment to our basic services agreement due to increased construction costs, site design changes, additional consultant services and coordination.

We hope this proposal meets NOLS approval and will be glad to answer any questions you may have. Thank you again for considering SHKS Architects.

Sincerely,



Adam Hutschreider, AIA
Principal

Enc:

Additional Services Fee Proposal

Project Name NOLS Sequim Expansion and Renovation

Date Submitted July 10, 2023

Revision Number: [2]

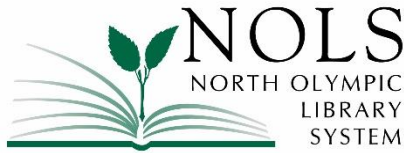
DESCRIPTION OF ADDITIONAL SERVICE

1. Basic Services fee alignment with revised Maximum Allowable Construction Costs (MACC) to accommodate additional scope.
2. Revisions to site plan design to accommodate vehicle turnaround, and respond to other NOLS requests. Coordination with Civil Engineer and Landscape Architect to update documentation and revise stormwater calculations.
3. Consultant coordination
 - o Coordinate with Greenbusch Group for Audio/Visual Design
 - o Coordinate with 4ea, Envelope Consultant to review exterior assemblies and details
4. Solar Plus Storage and EV Charging Grant coordination and support
 - o Attendance at meetings with NOLS, PUD
 - o Coordination with NOLS, PUD, and FSi Engineers
 - o Production of drawings/documentation for grant submittal
5. LEED Support and LEED Documentation review, provided by O'Brien 360.
6. Additional Construction Administration – provide additional on-site representation and construction administration. (Analysis of past public projects of similar scope and complexity indicates that a budget of 24 to 28 hours per week for the Architect is appropriate. Given the importance of the Sequim Library to the community, we anticipate services required in addition to Basic Services. These additional services include preparation of meeting notes, responses to Contractor's Requests for Information, and preparation of Architect's Supplemental Instructions necessary for construction.)
7. Expenses/Reimbursables

In sum, we are requesting additional services compensation of **\$283,096**.

SUMMARY OF FEES:

Basic Services Fee (11.58% of 6,197,000 MACC): \$717,613	
(difference from original – 5,118,000)	\$115,224
Supplemental Services Fee:	\$157,100
Reimbursables (Including mark-up)	\$1,362
<u>Consultant Mark-up @ 10%:</u>	<u>\$9,410</u>
Sub-total:	\$167,872
 Total Additional Fee Request:	 \$283,096



Staff Report

Meeting Date: July 17, 2023
To: Library Board of Trustees
From: Noah Glaude, Executive Director
Subject: Approval of a lease agreement with McNish Family II LLC for a space to operate the library from during the construction phase of the Sequim Expansion and Renovation Project

Attachments: Lease Agreement

Topic/Issue:

Approval of a lease agreement with McNish Family II LLC for a space to operate the library from during the construction phase of the Sequim Expansion and Renovation Project.

Background:

NOLS is moving forward with the [Sequim Expansion and Renovation Project](#).

The latest timeline provided by SHKS Architects has the permitting process complete in September, allowing for construction bidding to start in October and construction to start in January 2024.

During construction, the Sequim Branch Library will operate out of a temporary space to minimize disruption to library patrons. Construction of the expansion and renovation project will take about one year, plus additional time will be needed to prepare a temporary space and move in and out of it, so leasing a space for two-years seems appropriate to give enough buffer around timelines that often shift and are out of our control.

Discussion:

During 2022 and 2023, a team of NOLS staff looked at a least a dozen possible sites to operate the Sequim Branch Library out of temporarily. Key features being looked for included: enough space for all of the collections so materials remained available to patrons and did not have to be boxed up and put in storage; accessibility for patrons in and out of the space; plenty of parking; separate work spaces for staff; and minimal repairs needed to get operating.

After touring many properties available, we found our options to be pretty limited, but settled on two that could work well. The first option we thought could work well was about 5,500 square feet and required minimal repairs. Unfortunately, the monthly rent was \$8,501.75. Even

though the unit has been vacant for 10 years, the property owners were unwilling to negotiate a lower rate, except for offering the first month free. For two years, the total cost of that property would be \$195,540.25.

Our second option, which the attached lease is for, is about 10,000 square feet. It is located in central Sequim at 609 W. Washington; Suite #21. It was most recently a sporting goods store, and before that a pharmacy. With some minor work - creating an accessible path to the restrooms, installing an automatic door opener, and moving some electrical and network connections for front desk placement – we believe this space can meet our needs.

The property will cost \$6,500/month (\$4,534.67 for rent and \$1,965.33 for the Common Area Maintenance (CAM). The property owner has agreed to only charge the CAM fee during the first month, so the total cost a two-year lease will be \$151,465.33.

NOLS will need to pay for internet service to the location separately. The internet provider NOLS is currently in the process of switching to, Fat Beam, has confirmed that they can provide service at this temporary location.

Policy Considerations:

NOLS [Policy: 5.5 Purchasing Policy](#) states that approval of all contracts valued at \$25,000 or more must be approved by the Library Board of Trustees.

NOLS legal counsel has reviewed and approved the lease language. The Library's insurance provider, Enduris, has also reviewed and approved the lease.

Fiscal Considerations:

To possibly reduce the cost of a temporary location, the property owners were notified that lowering rent costs could be seen as an in-kind donation and their contribution would be recognized with other gifts to the Sequim Expansion and Renovation Project. The property owners were not interested in pursuing this option.

The Sequim Expansion and Renovation Project total project cost, including construction, furniture and equipment, permitting and taxes, architecture and engineering services, contingency, and additional consulting, is currently estimated to be \$9,319,530. As of July 11, 2023, NOLS has raised \$5,126,951 for the Sequim Expansion and Renovation Project. The total amount expended on the Sequim Expansion and Renovation Project through July 2023 is \$638,518.17.

Funds from the Sequim Capital Project account will be used to pay for the temporary space, but the current estimated total project cost does not include the cost of a temporary space, preparing the temporary space, or moving in and out of the temporary space. Once a lease is signed, a general contractor will be hired to prepare the space and professional moving companies will be contacted to provide estimates to move everything in the current Sequim

Branch Library to the temporary space. Once accurate cost estimates are received, the Sequim Expansion and Renovation total project cost estimate will be updated.

As discussed at the April 2023 Board of Trustees meeting, NOLS will pursue non-voted general tax obligation bonds to cover the remaining costs of the project, after a request for construction bids is complete in the fall of 2023.

In an effort to minimize the amount of debt NOLS takes on through general obligation bonds, the Library is continuing to work with community partners to conduct additional fundraising efforts to cover the additional costs of the Sequim Library Expansion and Renovation Project. Library staff are seeking additional grant opportunities and will continue to do so through construction of the project.

Recommendation:

That the Library Board of Trustees approve the lease agreement with McNish Family II LLC for a space to operate the library from during the construction phase of the Sequim Expansion and Renovation Project.

LEASE AGREEMENT

Landlord hereby leases to tenant and tenant hereby leases from landlord the premises hereinafter described on the terms, covenants and conditions set forth in this lease consisting of Basic Lease Provisions, paragraphs A through O and General Lease provisions paragraphs 1 through 47

BASIC LEASE PROVISIONS

A. Term and Commencement of Term. The term of this lease is for Two (2) years commencing on **August 1, 2023**, and expiring on **July 31, 2025**. Tenant shall have an option to renew for an additional 1-year or month-to-month term at a negotiated rent. **Rent for August 2023 would be the Common Area Maintenance (CAM) fee only, as described in Exhibit C.**

B. Landlord.

Name of Landlord: **McNish Family II LLC**

Address of Landlord for Notices: **609 W. Washington #7
Sequim, WA 98382
206-930-8170**

C. Tenant.

Name of Tenant: **North Olympic Library System**

Address of Tenant for Notices: **2210 S. Peabody Street
Port Angeles, WA 98362
360-417-8500**

Status of Tenant:	<input type="checkbox"/> Individual(s)
<input type="checkbox"/> Municipality	<input checked="" type="checkbox"/> Local Government
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> LLC	<input type="checkbox"/> Sole Proprietor

Tenant's Trade Name: **North Olympic Library System (NOLS)**

D. Property. The term "Property" or "Shopping Center" refers to the land, buildings, and improvements described or depicted on Exhibit A attached hereto and incorporation herein by reference, and commonly known as the Village Shopping Center.

**City of Sequim
Clallam County, Washington
Address: 609 W. Washington, Sequim, WA 98382**

E. Leased Premises. The Leased Premises are located within the Property and are shown in cross hatch on Exhibit B

Address of leased premises: **609 W. Washington; Suite #21
Sequim, WA 98382**

Approximate square feet of lease premises: **10,000 sq.ft.**

F. Use. **Public Library.**

G. Initial Minimum Rent. **\$4,534.67**

H. Improvements. **None**

I. Tenant Costs. **\$1,965.33/month** for tenant obligations set out in paragraphs 8, 13, 16, 19, 20, and described as CAM in Exhibit C. This amount will be adjusted in January of each year to reflect the prior year's actual expenses.

J. Security Deposit. **\$-0-**

K. Public Liability Insurance. The public liability insurance to be obtained by tenant is \$1,000,000.00 combined single limit. If this is not completed then insurance as required by paragraph 19 will be mandatory.

L. Rent Late Charge. **\$50.00**

M. Guarantor(s) of Lease (if any).

Name(s) of Guarantor(s) n/a_____

Address of Guarantor(s) _____

N. Hold over Clause. In the event the Tenant(s) occupy the leased premises after the stated lease expiration, the Tenant agrees to pay the current fair market rent plus CAM monthly. This shall continue until such time as the option to renew is exercised, a new lease is negotiated or the leased premises are vacated, but in any event the Tenant's rights shall terminate no more than 60 days after the expiration of the stated lease period.

TENANT(S) AND GUARANTORS WARRANT BY SIGNING THIS
LEASE THAT THEY HAVE READ THE PROVISIONS OF THIS LEASE
INCLUDING PARAGRAPHS A THROUGH N AND GENERAL LEASE
PROVISIONS PARAGRAPHS 1 THROUGH 47 AND AGREE TO THE TERMS
THEREOF.

O. Signatures.

LANDLORD:

TENANT:

NAME: **McNish Family II LLC**

NAME: **North Olympic Library System**

BY: **Michelle Ridgway**

BY: **Noah Glaude**

SIGNATURE:_____

SIGNATURE:_____

TITLE: **Authorized Agent**

TITLE: **Executive Director**

NAME:_____

NAME:

SIGNATURE:_____

SIGNATURE:_____

TITLE:_____

TITLE: _____

GUARANTOR(S)

NAME:_____

NAME: _____

SIGNATURE:_____

SIGNATURE: _____

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EXHIBIT A - Suite number(s) and legal description of the Shopping Center

EXHIBIT B - Plot Plan of Shopping Center
Cross hatch - Lease premises
Hatched - Present common areas

EXHIBIT C - 2023 Common Expense

GENERAL LEASE PROVISIONS

This Lease is made and entered into by and between Landlord and Tenant. The parties agree that:

1. LEASED PREMISES. Landlord hereby leases to tenant and tenant hereby rents from landlord the following premises described in paragraph E (Leased Premises in the Shopping Center Lease which are part of the Shopping Center) as described in paragraph D.
2. DELAY IN DELIVERY OF POSSESSION. If landlord, for any reason whatsoever, cannot deliver possession of the said premises to tenant at the commencement of the said term, as hereinbefore specified, this lease shall not be void or voidable, nor shall landlord be liable to tenant for any loss or damage resulting there from; but in that event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and the time when landlord can deliver possession. The term of this lease shall not be extended by such delay.
3. USE. The premises shall be used solely for the purpose specified in paragraph F and shall not be used for any other purpose without tenant first obtaining the written consent of landlord thereto, which consent shall not be unreasonably withheld.

Tenant shall use the leased premises for the purpose specified herein in such a manner as to not damage the leased premises and tenant shall, at tenant's sole cost and expense, promptly repair any damage to the leased premises resulting from its use thereof. The tenant will not sell or permit to be sold or used on the premises any illegal drugs. Breach of this provision will be grounds for landlord to terminate the tenancy.

The tenant shall comply with all federal, state and local laws.

4. HAZARDOUS AND TOXIC WASTE. Tenant shall be solely responsible for complying with all laws, including but not limited to the Clean Water Act, the Clean Air Act, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), and all amendments thereto, and all equivalent state statutes, all ordinances, regulations, guidance's, rules, policy statements and orders of all governmental authorities applicable to the use, occupancy or ownership of the leased premises.

Tenant shall notify landlord within twelve (12) hours of any release of a reportable quantity of any hazardous or toxic substance (as those terms are defined in CERCLA, 42 USC 9601, et. seq.), or of the receipt by tenant of any notices, orders or communications of any kind from any governmental entity which relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the leased premises or any activity conducted thereon. Failure of tenant to comply with any of the requirements of this section shall authorize but not obligate the landlord

to take, on the tenant's behalf, any actions necessary to assure prompt compliance with such laws. Tenant shall reimburse the landlord for the full reasonable cost of such action within 30 days of receipt of billing therefore or shall be in default hereunder.

Tenant shall indemnify and save the landlord harmless from all damage, law suits, governmental proceedings, fines, judgments, claims, liabilities arising out or connected with any activities on or resulting from tenant's (or tenant's agents, employees, invitees, or contractors) occupancy and use of the leased premises, or as a result of the tenant's breach hereof.

5. PAYMENT OF RENT. Tenant hereby covenants and agrees to pay rent to landlord, which said rent shall be in the form of "fixed minimum rent", "percentage rent", and "additional rent", all as hereinafter provided. The payment of said fixed minimum rent shall begin at the commencement of the term. All rent and other amounts payable herein shall be paid to landlord at the office of landlord, _____ n/a _____, or shall be mailed to landlord, P.O. Box 136, Sequim, Washington , 98382-0136, postage prepaid, or shall be paid at such other place as landlord may designate in writing to tenant for payment of rent from time to time.

6. MINIMUM RENT. Tenant shall pay to landlord for each and every month of the lease term the fixed minimum rent per month shown in paragraph G. The minimum rent shall be paid in advance on the first day of each and every calendar month. If the term of this lease commences on a date other than the first day of the month, the rental for the first and last months, if less than thirty (30) days, shall be prorated.

7. INTEREST AND LATE CHARGE. Interest shall accrue on rent and other payments due under this lease at the maximum rate landlord may lawfully charge. If any payment of rent or other sum due to be paid by tenant under this lease is not made within five (5) days of the due date thereof tenant shall pay landlord the late charge specified in paragraph L in order to compensate landlord for additional bookkeeping and administrative expenses landlord may incur as a result of such late payment.

8. COMMON AREAS.

(a) Definition. The term "Common Areas" means the portions of the Shopping Center which have at the time in question been designated and improved for common use by or for the benefit of more than one tenant or concessionaire of the Shopping Center, including, without limitation, the land and facilities utilized for or as parking area, access and perimeter roads, landscaped areas, exterior walks, bus stations, taxi stands, and the like, but excluding any portion of the Shopping Center so included within common areas when designed by landlord for a non-common use, and any portion thereof not theretofore included within common areas shall be included when so designated and improved for common use.

(b) General. Landlord shall make available at all times during the term of this lease on such portion of the premises shown on the plot plan (Exhibit A) and outlined in hash marks as landlord shall from time to time designate or relocate as appurtenance to or constituting a part of the shopping center, such common areas (as the term "common areas" is hereinafter defined) as landlord shall from time to time deem appropriate. Tenant shall have the non-exclusive right, during the term of this lease, to use the common areas for themselves, their employees, agents, customers, invitees and licensees.

All common areas shall be subject to the exclusive control and management of landlord or such other person or nominee as landlord may have delegated or assigned to exercise such management or control, in whole or in part, in landlord's place and stead, and landlord and landlord's nominee shall have the right to establish, modify, amend and enforce reasonable rules and regulations with respect to the common areas. Tenant agrees to abide by and conform with such rules and regulations; to cause tenants' concessionaires, and their employees and agents, so to abide and conform, and to use their best efforts to cause their customers, invitees and licensees so to abide and conform.

Landlord shall have the right to close, if necessary, all or any portion of the common areas to such extent as may, in the opinion of landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein, to close temporarily all or any portion of the common areas to discourage non-customer use, to use portions of the common areas while engaged in making additional improvements, or repairs or alterations to the shopping center, and to do and perform such other acts in, to and with respect to, the common areas as in the use or good business judgment landlord shall determine to be appropriate for the shopping center.

Landlord shall have the right to increase or reduce the common areas, and to rearrange the parking spaces and improvements on the common areas.

Tenant and tenant's concessionaires and their respective officers, agents, employees, vendors, suppliers and other independent contractors will use such access roads and will operate trucks and trailers in delivering merchandise to and from the leased premises upon and over such access roads as are designated therefore by landlord as a means of ingress and egress from the leased premises. The use of such access roads, as above provided, by tenant, their concessionaires and their respective officers, agents, employees, vendors, suppliers and other independent contractors, shall be subject to the rules and regulations established by landlord with respect to the use thereof and the operation of trucks, trailers and other vehicles traveling over and upon same.

All automobiles, trucks and other vehicles or tenant or of any concessionaires shall be parked only where and as permitted by landlord from time to

time and officers, agents and employees of tenant or of any concessionaires shall park their vehicles only in such place or in such particular area as may be designated by landlord as Employee parking areas. When and if requested by landlord to do so, tenant will furnish landlord with the license numbers of the vehicles of tenant and tenant's concessionaires and other respective officers, agents and employees.

(c) Pro rata Common Areas Charges. Tenant shall pay to landlord, as additional rent from time to time, on demand, a common area charge which shall constitute tenant's pro rata share of landlord's actual gross costs for each calendar year of maintaining and operating the common areas. The proration shall be based upon the ratio, tenant's square footage of the leased premises bears to the total square feet of all buildings within the shopping center available for leasing to tenants.

Such gross costs of maintenance and operation shall include all costs and expenses of every kind or nature incurred by landlord in the operation, maintenance or repairing of all the common areas, as determined in accordance with generally accepted accounting principles and allocated to any particular calendar year on the accrual method of accounting. Without otherwise limiting the generality of the foregoing, there shall be included in such gross costs the real property taxes against the common areas, the cost of electricity expended in the illumination and lighting of common areas, premiums with respect to public liability, property damage, workmen's compensation, business interruption and any amounts paid by landlord which fall under the deductible of any insurance obtained by landlord, and other insurance carried on or with respect to the common areas and on the shopping center as a whole, cleaning of any facilities, cleaning, landscaping, refuse pickup, operation of lighting, supervising with attendants and employment of other personnel used in such operation, maintenance and repairs, and a management fee not to exceed ten (10) percent of the gross costs excluding the management fee.

9. RESTRICTIONS ON USE. Tenant shall not use nor permit the leased premises to be used for any purpose other than that set forth in paragraph F above, and further covenants and agrees to execute and comply promptly with all statutes, ordinances, rules, orders, and regulations of federal, state, county or city governments regulating the use by tenant of the leased premises. Tenant will not use, or permit the use of the premises in any such manner that will tend to create a nuisance or tend to unnecessarily disturb other tenants or occupants of the shopping center or tend to injure the reputation of the shopping center. The restrictions set forth in the paragraph shall extend to all agents and employees of tenants. The tenant shall be able to use amplifical music.

10. IMPROVEMENTS. The term "improvements" as used herein means any improvement, addition or change to the leased premises, any alteration of the leased premises, or anything placed, installed or constructed in, on or upon the leased premises, whether characterized by law as a fixture or trade fixture, but does not include tenant's personal property. For purposes of this lease, trade fixtures are not deemed to be personal

property and shall not be removable by tenant unless listed on the schedule of improvements belonging to tenant.

Tenant shall not make any improvement, in, on or to the leased premises without the prior written consent of landlord thereto. Any improvements made in, on or to the leased premises shall be made at the sole expense of tenant and shall at once become a part of the realty and belong to landlord, except for the items, if any, listed on the schedule of improvements belonging to tenant attached hereto as Exhibit C and incorporated herein by reference or to which landlord may during the term of this lease agree or acknowledge in writing are improvements belonging to tenant (both of which categories are hereinafter referred to as improvements belonging to tenant).

Provided tenant is not in default or in breach of this lease, tenant may during the term of this lease, and shall at the written direction of landlord immediately upon the expiration of this lease, remove from the leased premises all of tenant's personal property and other improvements belonging to tenant.

Upon the expiration or prior termination of this lease and to the extent directed by landlord in writing, tenant shall promptly restore the leased premises to the condition in which received, at the beginning of the initial lease term and including all improvements completed by Landlord as referenced on Exhibit C, ordinary wear and tear excepted. Upon the expiration or prior termination of this lease, tenant shall surrender the leased premises to landlord in a clean and sanitary condition and free of all debris and trash.

Tenant shall keep the leased premises and the real property on which they are situated free from any liens arising out of any work performed on the leased premises by or for tenant, for material furnished to the leased premises by or for tenant, or for any obligation incurred by tenant.

If any improvement to the leased premises is required by law, or by any governmental authority by reason of tenant's use of the leased premises, tenant shall, at tenant's sole cost and expense, promptly make such improvement. It is OK as it exists at lease start.

11. REPAIRS BY LANDLORD. Landlord shall keep the foundations, exterior walls, heating and electrical equipment, air conditioning equipment, ballasts, plumbing, canopy, roof and down spouts and gutters in good order, condition and repair, and, if necessary or required by governmental authority, make modifications or replacements thereof, except that tenant shall make all such repairs caused by the negligence or act of tenant, tenant's agents, customers, servants, or employees.

12. REPAIRS BY TENANT. Tenant shall decorate, maintain and keep in good order, condition and repair the interior of the premises, if any, installed therein, and the improvements and equipment installed by tenant in the premises, and shall replace all

damaged or broken doors, door closures, broken glass, including exterior show windows, with glass of the same or similar quality. Tenant shall make all other repairs, whether of a like or different nature, except those which landlord is specifically obligated to make under the provisions of paragraph 11 above. If tenant refuses or neglects to commence or complete repairs promptly and adequately, landlord may, but shall not be required so to do, make or complete the repairs and tenant shall pay the costs thereof to landlord on demand.

13. UTILITIES. During the term of this lease, landlord shall make available to tenant in or upon the leased premises, adequate facilities for the delivery to and the distribution within the leased premises of water, electricity and telephone service and for the removal of sewage there from. Tenant, at tenant's own cost and expense, shall pay for electricity, telephone, and janitorial services for the leased premises, including all connections and installation charges. Sewer, water & garbage are included in the CAM.

For telephone service and those utilities that are separately metered to the leased premises, tenant shall maintain an account in tenant's name with the utility company for the utilities furnished and shall pay the charges for such utilities directly to the utility company. For utilities that are not separately metered to the leased premises, tenant shall pay landlord on demand the cost to landlord of the utilities furnished to tenant for the leased premises as reasonably determined by landlord in landlord's sole discretion.

14. WAIVER OF CLAIMS. Except to the extent caused by the negligence or misconduct of landlord or landlord's agent, employees or servants, neither landlord nor landlord's agents, employees nor servants shall be liable and tenant waives all claims against landlord and landlord's agents and employees for damage to persons or property sustained by tenant or any occupant of the leased premises or other part of the shopping center resulting from the leased premises or any part thereof or any part of the shopping center or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the leased premises or the shopping center, or resulting directly or indirectly from any act or neglect of any tenant or occupant or of any other person. This shall not negate Paragraph 17 regarding Indemnification.

15. LANDLORD'S RIGHT TO INSPECT. Provided that there is no unreasonable interference with tenant's business, landlord and its agents shall have free access to the leased premises during all reasonable hours for the purpose of examining the same and to ascertain if they are in good condition and repair, to make reasonable repairs which landlord may be required to make hereunder and to exhibit the same to prospective purchasers or tenants.

16. CLEANLINESS AND WASTE. Tenant shall keep the leased premises and the walks adjacent thereto at all times in a neat, clean and sanitary condition, free from waste or debris and shall neither commit nor permit any waste or nuisance thereon.

17. INDEMNIFICATION. Except for the extent caused by the negligence or misconduct of landlord or landlord's agents, employees or servants, tenant shall save and hold harmless, indemnify and defend landlord from any and all claims and liabilities for the death or injury to persons or for damage to property that may, in whole or in part, arise from or on the leased premises or from the use of the leased premises by tenant under this lease. Except to the extent caused by the negligence or misconduct of landlord or landlord's agents, employees or servants, tenant shall save and hold harmless, indemnify and defend landlord against any liability that may arise because of the failure of tenant to observe or abide by any of the terms or condition of this lease or any applicable federal, state or municipal laws, rules or regulations.

18. TENANT'S INSURANCE - GENERAL LIABILITY & PROPERTY DAMAGE
Tenant shall, at tenant's own cost and expense, procure and continue in force, in the names of landlord and tenant, or landlord shall be named as co-insured or an additional insured on such policy, general liability insurance against any and all claims for the death or injury to persons or damage to property occurring in, upon, or about the leased premises, including all damage from signs, glass, awnings, fixtures, or other appurtenances, now or hereafter erected upon the leased premises, during the term of this lease. Such insurance at all times shall be in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for injury or death to one or more than one person in any one accident and property damage. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of Washington and tenant shall deliver to landlord customary certificates evidencing such insurance. Said policy shall also provide that the insurance carrier will give landlord at least ten(10) days written notice of its intent to cancel said insurance policy prior to the cancellation thereof.

The policies of insurance provided herein are to be provided by tenant and shall be for a period of not less than one (1) years, it being understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, tenant will deliver to landlord a renewal or new policy or certificate thereof to take the place of the policy expiring. Should tenant fail to furnish policies as is provided in this lease and at the time herein provided, landlord may obtain such insurance and the premiums on such insurance shall be deemed additional rental to be paid by tenant to landlord upon demand.

19. LANDLORD'S INSURANCE; REIMBURSEMENT BY TENANT.

(a) Fire and Casualty Insurance. Landlord shall procure and maintain during the term of this lease, fire insurance with a standard extended coverage casualty insurance, covering the leased premises and the building of which the leased premises are a part. No use except that which is expressly provided in this lease shall be made or permitted to be made of the leased premises, nor acts done, which will increase the existing rate of fire or extended coverage insurance to be kept, used or sold in or about the leased premises, any article which is prohibited by the standard form of fire insurance policy. Tenant shall at tenant's sole cost and expense, comply with any and all

requirements pertaining to the leased premises of any insurance organization or company, necessary for the maintenance of reasonable fire insurance covering the leased premises or the building of which they are a part.

(b) Reimbursement of Increased Insurance Premiums. Tenant shall pay landlord annually, on demand, an amount equal to tenant's pro rata share of landlord's cost to landlord to obtain fire and casualty insurance, covering the leased premises, or the building of which the leased premises are a part, as appropriate. The term insurance also includes any sum actually paid by landlord that falls within the deductible amount of any insurance policy due to an injury or damage or destruction to the leased premises or the building of which the leased premises are a part. The cost of insurance includes any increased premiums occasioned by the particular use of the premises made by tenant. The cost of insurance does not include any increased premium due to a particular use of premises by a lessee other than tenant in the building of which the leased premises are a part.

The amount of the insurance premiums attributable to the leased premises shall be determined according to the schedule or other breakdown of the total premiums given to landlord by the insurance company, or by the insurance agent's schedule, which specifies the amount of premium for the leased premises, or the building of which the leased premises are a part, as appropriate.

Where the leased premises are only a part of a building, or buildings, tenant's pro rata share shall be determined by multiplying the total cost of insurance by a fraction, the numerator of which is the square feet in the leased premises, and the denominator of which is the rentable square feet of the building of which the leased premises are a part. The term "rentable square feet" means the area rented, or available to rent, by landlord used for the calculation of rent to be paid for the area.

In landlord's demand of the insurance costs, landlord shall submit in writing, landlord's computation of the cost of insurance demanded. Upon written request by tenant, landlord shall furnish to tenant, all information reasonably required for verification of the payment demanded consisting of the schedule or breakdown by the insurance company or agent and the amount actually paid falling within the deductible amount in the insurance policy; provided, however, that the furnishing of such information by landlord is not a condition precedent to payment by tenant of the amount demanded or an excuse for tenant's failure to promptly remit the payment demanded on demand. Where this lease commences on a day other than January 1, tenant's pro rata share of the insurance costs for the last year of the term shall be prorated in the same ratio that the month of the term during that calendar year bears to twelve.

Landlord may, at landlord's option, estimate the insurance premium costs for any calendar year, and tenant's pro rata share thereof, and bill tenant monthly according to such estimate. Tenant's monthly payment shall be tenant's estimated share of the increased insurance costs divided by twelve. At the end of each calendar year,

when the exact cost of insurance premiums incurred by landlord for that calendar year are known, an appropriate adjustment shall be made so that tenant is required to pay only tenant's pro rata share of the insurance costs actually incurred. If the estimated payments made by tenant are less than tenant's actual pro rata share, tenant shall pay the difference on demand. If tenant's estimated payments exceed the amount of tenant's pro rata share of the actual increased insurance costs, landlord shall apply the excess against the rent and other payments to be made by tenant under the lease, or shall refund the excess to tenant if the lease term has expired.

20. TAXES AND ASSESSMENTS. In addition to the minimum rent and percentage rent, tenant shall pay to landlord each year, during the term of this lease, an amount equal to tenant's pro rata share of all real property taxes on the entire property of which the leased premises are a part, including site improvements and common areas (the shopping center). The following definitions shall govern the construction of this paragraph 21.

(a) The term "real property taxes" shall mean and include all taxes, assessments, and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, applicable to the leased premises, including, but not limited to, assessments for public improvements or benefits which shall, during the term hereby leased, be laid, assessed, levied, imposed upon, or become due and payable and a lien upon the leased premises or any part thereof, but excluding franchise, estate, inheritance, succession, capital levy, transfer, income, or excess profits tax imposed upon landlord; provided, that if, at any time during the term of this lease, under the laws of Washington, or any political subdivision thereof in which the leased premises are or may be situated, a tax or excise on rents or other tax, however described, is levied or assessed by Washington or such political subdivision against landlord on account of the rent expressly reserved hereunder, as a substitute in whole or in part for taxes assessed or imposed by Washington or such political subdivision on land and buildings, or on land and buildings, such tax or excise on rents or other tax shall be included within the definition of "real property taxes," but only to the extent of the amount thereof which is lawfully assessed or imposed upon landlord and which was so assessed or imposed as a direct result of landlord's ownership of this lease or of the rental accruing under this lease. The term "real property taxes" also includes all taxes, assessments, or other charges levied in lieu of ad valorem taxes.

(b) The term "taxes applicable to the leased premises" shall mean all taxes (as hereinabove defined) levied and assessed against the land and improvements comprising the leased premises if the leased premises are separately assessed. In the event the leased premises are not separately assessed but are part of a larger parcel for assessment purposes (hereinafter referred to as the "larger parcel"), "taxes applicable to the leased premises" shall mean that portion of the taxes assessed against the land and improvements comprising the larger parcel that tenant's square feet of the leased premises bears to the area in square feet of all buildings within the larger parcel which area is available for leasing to tenants.

With respect to any assessment which may be levied against or upon the leased premises, tenant shall be required to pay each year only the amount of such assessment, or portion thereof, as landlord shall be required to pay during such year (with appropriate proration for any partial year), and shall have no obligation to continue such payment after the termination of this lease.

During the last year of the term hereof, any property tax shall be prorated between the parties to the end that tenant only pays the same for the period of the term of this lease.

Landlord may, at landlord's option estimate tenant's pro rata share of taxes and payment by tenant shall be made in the following manner: (1) from and after the date of commencement of rental under this lease, and thereafter on the first day of each calendar month on the term of this lease, tenant shall pay to landlord an amount estimated by landlord to be the monthly sum payable hereunder by tenant. Landlord may adjust the monthly estimated sum at the end of each calendar quarter on the basis of landlord's experience and reasonably anticipated costs; and (2) within thirty (30) days following the end of each calendar year, or at landlord's option, each tax year, landlord shall furnish tenant a statement covering the year just expired showing the total of such taxes and assessments payable by tenant for such year and the payments made by tenant with respect to such period as set forth in subparagraph (1). If the sums payable for such expenses exceed tenant's payments so made, tenant shall pay landlord the deficiency within ten (10) days after receipt of such statement. If said payments exceed the sums payable for such expenses, tenant shall be entitled to offset the excess against payments next thereafter to become due landlord as set forth in said subparagraph (1).

21. SURRENDER OF PREMISES. Upon the expiration or prior termination of this lease, tenant shall make any restoration required pursuant to paragraph 11, shall peacefully vacate the leased premises and deliver the same and all improvements (except for those to which the tenant has the right of removal) in the condition required by paragraph 11, and shall surrender to landlord all keys to and for the leased premises. Moreover, at such time, tenant shall remove all rubbish and waste from the leased premises and place the same in a neat, clean and sanitary condition.

22. LEASEHOLD SUBORDINATION. Unless otherwise agreed in writing between landlord and tenant, this lease is and at all times shall be subordinate to the lien or charge or any and all mortgages, deeds of trust, indentures or other encumbrances now existing or, which may hereafter be made or created and covering the leased premises, or any property of which the leased premises are a part. Tenant covenants and agrees that upon written request of landlord, tenant will make, execute, acknowledge and deliver any and all instruments requested by landlord which are necessary or proper to effect the subordination of this lease to any first mortgage, deed of trust, indenture or encumbrance, and hereby irrevocably appoint landlord as tenant's attorney-in-fact to make, execute, acknowledge and deliver any such instruments on the name and behalf of tenant.

Notwithstanding any other provision of this paragraph 23 however, should the leased premises be purchased or otherwise acquired by any person in connection with any sale or other proceeding under the terms of any such first mortgage, deed of trust, indenture or other encumbrance, such person shall continue this lease in full force and effect in the same manner and with like effect as if such person had been named as landlord herein, and in the event of such election, this lease shall continue in full force and effect, as aforesaid, and tenant hereby attorns and agrees to attorn to such person.

23. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this lease or any interest therein, and shall not sublease or sublet the leased premises or any interest therein, except by written permission and consent of landlord being first had and obtained, references elsewhere herein to assignees notwithstanding, and landlord shall not unreasonably withhold landlord's consent or permission, but may, as a condition thereto, require the undertaking or guarantee of such assignee or sublease not to engage in business activities in conflict with specifically enumerated "non-competitive" or "exclusive" provisions in the lease or of other tenants of landlord conducting business in the shopping center of which the leased premises are a part. Any such subleasing or assignment, even with the approval of landlord, shall not relieve tenant from liability for payment of the rental herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this lease or a consent to the assignment or subletting of the leased premises.

24. SIGNS. Tenant shall not install or place any signs on the leased premises without landlord's prior written consent thereto. As to signs as to which landlord has consented, tenant shall at tenant's sole cost and expense obtain all requisite governmental permits and approvals necessary for the installation of the signs. Landlord may exercise reasonable control over the size, dimensions, and decor of the signs to maintain uniformity in signs throughout the shopping center.

25. DESTRUCTION OF PREMISES.

(a) Insured Destruction. In the event of a total or partial destruction of the leased premises during the term of this lease from a cause insurable under fire insurance with a standard extended coverage casualty endorsement, landlord shall forthwith repair the same upon receipt of the insurance proceeds, provided such repairs can be made within 120 days of the date of destruction. Any destruction shall not annul or void this lease; however, minimum rent to be paid by tenant hereunder shall be equitably adjusted according to the amount and value of the undamaged space remaining. If such repairs cannot be made within 120 days, this lease may be terminated at the option of either party.

(b) Non-Insured Destruction. If the leased premises are totally destroyed by any cause not covered by the fire insurance with a standard extended coverage casualty

endorsement, this lease shall terminate unless within thirty (30) days following the date of destruction, landlord notifies tenant in writing that landlord will rebuild the leased premises within 120 days. "Total destruction" means damages so that 80% or more of the leased premises cannot be used for purposes specified in this lease.

If the leased premises are partially destroyed by any cause not covered by fire insurance with a standard extended coverage casualty endorsement, this lease shall nevertheless remain in full force and effect. The obligations of the parties to rebuild or repair the leased premises shall be as those set forth in paragraph 12 (Repairs by Landlord) and paragraph 13 (Repairs by Tenant) herein. Minimum rent to be paid under this lease shall be equitably adjusted to the value of the undamaged space during the period of rebuilding or repair.

(c) Destruction Within Last Three Years. In the event that during the last three years of the term of this lease, or any extensions thereof, the leased premises should, by reason of fire or any other casualty, be damaged or destroyed, within sixty (60) days from the date of such destruction or damage, landlord or tenant may elect to terminate this lease by giving at least twenty (20) days written notice of such election to the other party.

26. CONDEMNATION. If the leased premises, or any part thereof, are taken by condemnation, or incident to the exercise of the power to eminent domain, (hereinafter referred to as "condemnation") the following shall apply:

(a) Termination of Lease. If the entire leased premises are taken or acquired by condemnation this lease shall terminate, such termination shall take effect as of the date taking becomes effective by passage of title to the leased property to the condemning authority pursuant to court order, or by physical taking of possession of the leased property by the condemning authority, whichever is earlier.

If only a portion of the leased premises is taken or acquired by or incident to condemnation and a part thereof remains which can be used for the purposes specified in paragraph F of this lease, this lease shall, except for the part actually taken, remain in full force and effect.

(b) Adjustment in Rent. If only a portion of the leased property is taken by condemnation and part thereof remains which can be used for the purposes specified in paragraph F of this lease, rent payable under this lease shall be adjusted to the fair rental value of the leased premises remaining.

Such adjustment in rent shall take effect on the date title to the condemned portion of the leased premises passes to the condemning authority pursuant to court order or on the date the condemning authority takes physical possession of the condemned leased property, whichever is earlier.

(c) Condemnation Award. All compensation paid for the land and improvements taken, including severance damage, if any, shall belong to landlord and tenant hereby assigns to landlord any and all rights that tenant might otherwise have thereto.

(d) Non-Liability of Landlord. Landlord, under no circumstances, shall be or become liable for or on account of any damage to, loss of, or interference with tenant's business occasioned by any condemnation or threat thereof.

27. REMEDIES UPON DEFAULT.

(a) Except as otherwise provided herein, should tenant default in the performance of any covenant or provision herein with reference to the payment of rent or other payment of money or the providing of insurance, and such default continues for three (3) days after receipt by tenant of written notice from landlord of such default, or should tenant default in the performance of, or breach, any other covenant or provision of this lease other than the payment of money, or the providing of insurance, and such default, if curable, is not cured within five (5) days after service upon tenant of a written notice thereof from landlord, or if not curable within five (5) days after service upon tenant of a written notice thereof from landlord, tenant commences to cure the default within five (5) days of the notice and thereafter diligently pursues such cure to completion, landlord may terminate tenant's right of possession to the leased premises and may recover all of the following from tenant;

(1) The worth at the time of the award of the unpaid rent which had been earned at the time of termination;

(2) The worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of awards exceeds the amount of such rental loss that tenant proves could have reasonably been avoided;

(3) The worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the tenant proves could be reasonably avoided.

(4) Any other amount necessary to compensate landlord for all the detriment proximately caused by tenant's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result there from.

None of landlord's rights herein specified in the event of a default by tenant shall prejudice any other legal remedies available to landlord.

(b) No Waiver. Efforts by landlord to mitigate the damages caused by tenant's breach of this lease shall not waive landlord's right to recover damages under

this paragraph. For the purpose of subparagraph (a) above, the following shall not constitute a termination of tenant's right of possession:

(1) Acts of maintenance or preservation or efforts to re-let the property;

(2) Appointment of a receiver upon initiative of landlord to protect landlord's interest under this lease.

(I) Waiver of a breach by the landlord for whatever reason does not constitute waiver of future breaches or a modification of this agreement.

(c) Re-entry. Upon a default of tenant not cured within the time specified in subparagraph (a) or if tenant vacates or abandons the premises, landlord shall have the right to re-enter the leased premises and take possession thereof with or without terminating the lease upon giving the notice of re-entry as required by law.

(d) Remedies Shall be Cumulative. All rights and remedies of landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by landlord of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

28. MERCHANT'S ASSOCIATION. Tenants may agree to form a Merchant's Association to promote the economic well-being of the tenants of the shopping center. The landlord agrees to cooperate with that association in all matters which to the landlord seems appropriate.

29. DEFAULT BY LANDLORD. Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until landlord shall have failed to perform such obligations within ten (10) days or such additional time as is reasonably required to correct any such defaults after notice by tenant to landlord properly specifying wherein landlord has failed to perform any such obligation.

30. NOTICES. Whenever under this lease a provision is made for any demand, notice or declaration of any kind where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other, it shall be in writing, personally served or sent by certified or registered mail with postage prepaid, addressed to landlord and to tenant at the address shown for Notices in paragraphs B and C.

Either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, shall be deemed sufficiently served or given for all purposes hereunder 24 hours after deposit in the United States mail.

31. WAIVER. One or more waivers of any covenant, term, or condition of this lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

32. LAW GOVERNING. The laws of the State of Washington shall govern the validity, performance and enforcement of this lease.

33. ATTORNEYS' FEES. In the event of a breach of this lease (or an alleged breach of this lease) by either party, the non prevailing party (whether by negotiation, settlement or suit) shall pay to the prevailing party said party's reasonable attorneys' fees.

34. PERSONAL PROPERTY TAXES. Tenant shall pay, before delinquency, all property taxes and assessments on the furniture, trade fixtures, equipment and other personal property of tenant at any time situated on or installed in the leased premises. If, at any time during the term of this lease, any of the foregoing are assessed as a part of the real property of which the leased premises are a part, tenant shall pay to landlord, upon demand, the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor as to the amount so assessed shall be conclusive.

35. COVENANTS BIND SUCCESSORS. All and singular the terms hereof shall apply to, run in favor of and shall be binding upon and inure to the benefit of, as the case may require, the parties hereto, and also their respective heirs, executors, administrators, personal representatives and assigns and successors in interest, subject at all times nevertheless to the provisions of paragraph 24 of this lease relating to the restrictions upon assignment or subletting this lease or the leased premises.

36. TENANT'S ACKNOWLEDGMENT OF CONDITION OF PREMISES. Tenant's acceptance of the leased premises, evidenced by tenant's entry into possession thereof, shall constitute unqualified proof that the leased premises are, as of the date of the commencement of tenant's occupancy thereof, in good condition and repair.

37. CORPORATE RESOLUTIONS. If a corporation executes this lease as a lessee, tenant shall promptly furnish landlord certified corporate resolutions attesting to the authority of the officers to execute the lease on behalf of such corporation.

38. BANKRUPTCY OR INSOLVENCY. It shall constitute a breach of this lease and landlord, at its option, and upon giving written notice of termination to tenant, may terminate this lease if any of the following events occur:

(a) Assignment of the lease by operation of law except in the event of any corporate acquisition or merger to which tenant is part;

(b) The appointment of a receiver to take possession all or substantially all of the assets of tenant;

(c) A general assignment for benefit of creditors by tenant;

(d) The filing of a petition in bankruptcy by or against tenant and the lease is not assumed within the time and manner prescribed by the Bankruptcy Code.

(e) The levy of a writ of execution of writ of attachment, against the leased premises, the business of tenant conducted thereon, or tenant's personal property therein and such levy is not discharged within thirty (30) days following such levy.

This lease shall terminate on the date a written notice of termination is served on tenant, in the manner provided by this lease.

39. SALE OR ASSIGNMENT BY LANDLORD. Notwithstanding any of the provisions of this lease, landlord (a) may assign, in whole or in part, landlord's interest in this lease, and (b) may sell all or part of the shopping center. Upon such sale or assignment landlord shall be relieved of landlord's obligations to tenant hereunder if the purchaser or assignee from landlord assumes those obligations in writing.

40. SECURITY.

(a) Security Deposit. Tenant shall, immediately following the execution of this lease, deposit with landlord the sum specified in paragraph J of the Lease Agreement. This sum shall be held by landlord as security for the faithful performance by tenant of all of the terms, covenants, and conditions of this lease by said tenant to be kept and performed during the term hereof. If, at any time during the term of this lease, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by tenant to landlord hereunder shall be overdue and unpaid, then landlord may, at the option of landlord (but landlord shall not be required to) appropriate and apply any portion of said deposit to the payment of any such overdue rent and other sums. In the event of the failure of tenant to keep and perform all of the terms, covenants, and conditions of this lease to be kept and performed by tenant, then, at the option of landlord, said landlord may, after terminating this lease appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate landlord for all loss or damage sustained or suffered by landlord due to such breach on the part of tenant. Should the entire deposit, or any portion, be appropriated and applied by landlord for the payment of overdue rent or other sums due and payable to landlord by tenant hereunder, then tenant shall, upon the written demand of landlord, forthwith remit to landlord a sufficient amount in cash and restore said security to the original sum and tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this lease. Should tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by tenant to landlord hereunder,

the deposit shall be returned in full to tenant at the end of the term of this lease, or upon the earlier termination of this lease by any of the provisions thereof.

(b) Security Agreement. To secure the faithful performance of all of tenant's obligations to landlord hereunder, tenant hereby grants to landlord a security interest in all personal property and trade fixtures of tenant, or in which tenant has an interest (hereinafter referred to as "collateral") that tenant installs, affixes or places on, in or to the leased premises during the term of the lease or any extension thereof. The security interest granted herein extends to the collateral, any additions or replacements thereto and the proceeds there from. Provided tenant is not then in default or in breach of the lease, the security interest shall expire on the expiration of the original term of this lease unless the term is extended in which event the security interest shall expire upon the expiration of the extended term or terms. Upon expiration of the security interest, landlord will execute and deliver to tenant a termination statement in such form as required by law.

Landlord acknowledges that the security interest granted herein shall be subordinate to any purchase money security interest granted by tenant to acquire the collateral (or any portion thereof) as reserved by the seller in the purchase of the collateral (or any portion thereof) by tenant.

Tenant shall keep and maintain the collateral in good condition and repair, ordinary wear and tear excepted. Tenant shall insure the collateral against risks of loss of fire, casualties covered by a standard extended coverage endorsement and vandalism and malicious mischief and landlord shall be a loss payee (long form) in such policy for landlord's security interest herein.

Tenant will execute with landlord any financing statement or other document necessary to protect the security interest under this paragraph against the rights and interests of third persons.

Landlord may transfer this security interest to the successor in interest, if any, to landlord in the leased premises.

A default or breach by tenant under this lease not cured within the time specified in this lease shall be in default and breach of the security agreement under this paragraph 40(b) giving landlord, as secured party, the right to exercise all remedies granted a secured party under the Washington Commercial Code, in addition to all other remedies granted landlord under this lease or by law.

41. TIME. Time is of the essence of this lease.

42. PLACE OF EXECUTION. This lease is made and entered into in Clallam county, Washington.

43. WARRANTY OF AUTHORITY Each person signing this lease on behalf of tenant warrants that he or she is authorized and empowered to do so by tenant and further warrants that by such signature tenant executes this lease. Where tenant is a corporation, each person signing on behalf of tenant warrants the lease and his or her execution of it has been by a duly adopted resolution of the board of directors of tenant, a copy of which, certified by the secretary of the corporation, will be delivered to landlords promptly.

44. CONSENT. Whenever either landlords or tenant is required to give landlord's or tenant's consent or approval under the terms of this lease, such consent or approval shall not be unreasonably withheld.

45. ALL PAYMENTS ARE RENT. All payments to be made by tenant to landlords under this lease are rent whether or not expressly labeled as "rent" in the lease provisions providing for such payments.

46. ENTRY BY OWNER; INSPECTION AND NOTICES. Tenant shall permit landlords and their agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs, alterations, or additions to any portion of said building landlords are required to make, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to tenant for any loss of occupation or quiet enjoyment of the premises occasioned thereby.

47. INTEGRATION CLAUSE. It is understood that there are no oral agreements between the parties hereto affecting this lease, and this lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by landlord to tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this lease.

EXHIBIT A

(Legal Description of Property)

Suite 21 of the existing building which is part of Sequim Village Shopping Center, the Shopping Center being located on that certain piece of land legally described as:

Lot 2 of Short Plat recorded March 13, 1979, in Volume 6 of Short Plats, page 58, under Clallam County Auditor's File No. 493257, being a portion of the West Half of the Northeast Quarter of the Southwest Quarter, Section 19, Township 30 North; Range 3 West, W.M.

EXHIBIT B

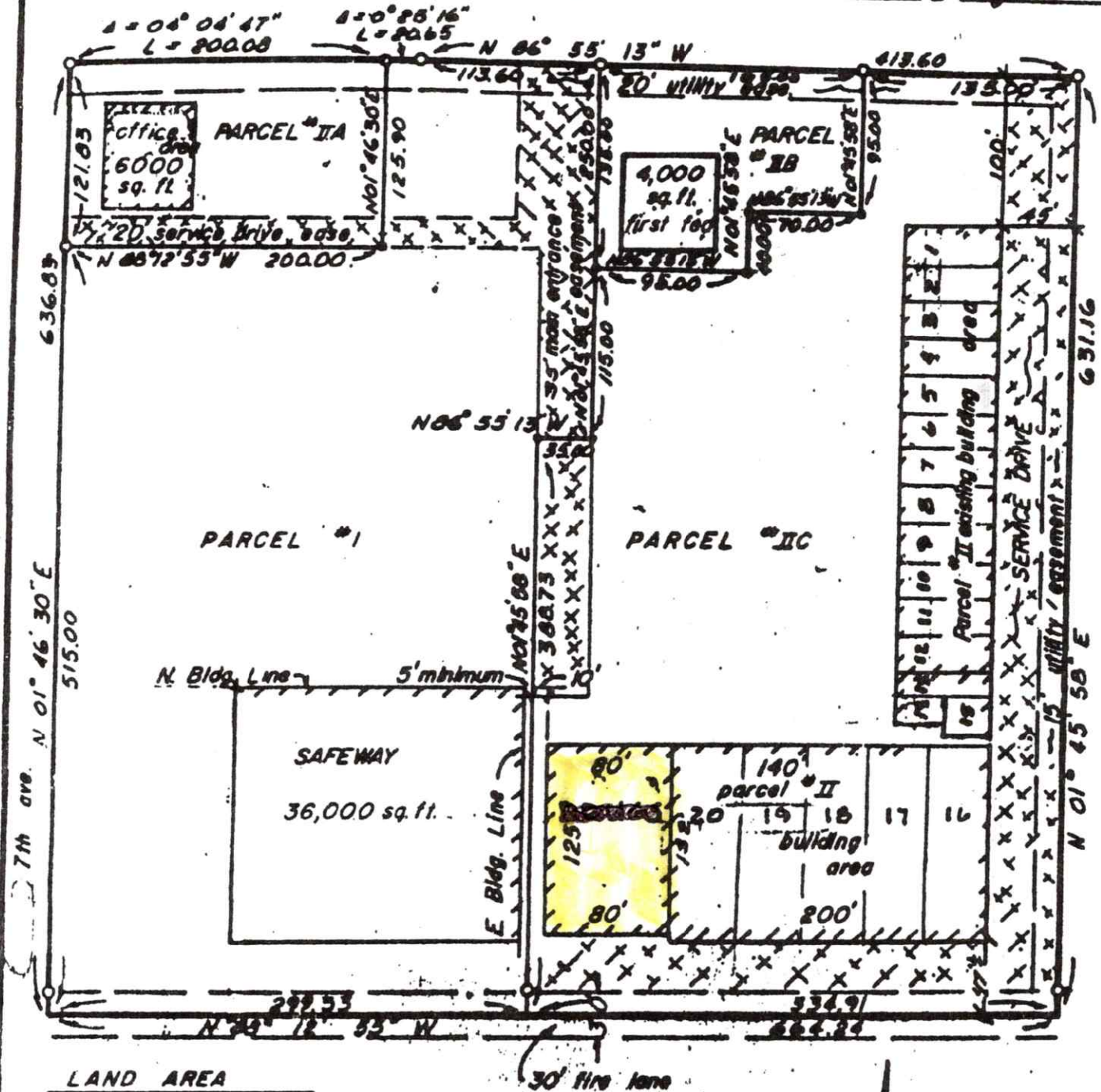
AMENDED

5/8/80

PLOT PLAN

SEQUIM VILLAGE CENTER

E Hwy. 101

LAND AREA

Parcel #1 Total = 175,272 SQ.FT.

Parcel #IIA = 25,010

#IIB = 19,470

#IIC = 104,433

Parcel #II Total = 228,913 SQ.FT.

MAX. BUILDING AREA

Parcel #1 = 52,000 SQ.FT.

Parcel #II = 68,000 SQ.FT.

SCALE 07 17'23 Board Park Page 37

EXHIBIT C
McNish Family II, LLC
609 W. Washington St. #7
SEQUIM, WA 98382

December 26, 2022

VACANT

609 W Washington St, Ste 21
Sequim, WA 98382

Re: Sequim Village Shopping Center
Rental Space(s) 21
2023 Common Expense

In accordance with the provisions of your lease, the "Common Expense" portion of your rent is adjusted annually based on the prior year's expenses. The following reflects 2022's actual expenses and is the basis for 2023 CAM:

		<u>Per Sq. Ft.</u>
Property Taxes	\$47,032.56	\$0.7644
Insurance	\$17,924.00	\$0.3225
Water / Sewer	\$23,620.10	\$0.4508
Trash	\$34,520.81	\$0.5036
Electricity	\$8,992.45	\$0.1241
Lot Sweeping	\$4,936.78	\$0.0473
Repairs/Maintenance	\$5,717.61	\$0.0339
HVAC - Service Agreement	\$6,277.77	\$0.0681
Gardening	\$4,247.92	\$0.0437
Total Costs	\$159,236.70	\$2.2700

Your monthly pro-rata share for 2022 expenses is:

Sq. Ft. of Leased Area	10,000
Cost/Year	\$23,584.00
Cost/Month	\$1,965.33

Your "Common Expense" amount of \$1,965.33 will be reflected on your January 2023 statement.

Very truly yours,

Lana Krivobarska
Accounting Manager
McNish Family II, LLC

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF WASHINGTON

COUNTY OF CLALLAM

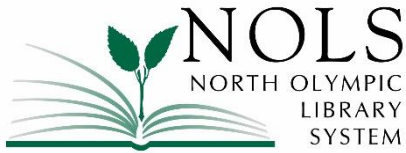
On this day personally appeared before me Noah Glaude to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this ____ day of _____, 20__.

Notary Public residing at _____

Printed Name: _____

My Commission Expires: _____



Staff Report

Meeting Date: July 17, 2023
To: Library Board of Trustees
From: Brian Phillips, Facilities Manager
Subject: Port Angeles Library Driveway Rehabilitation Project – Design and Project Management Proposal

Attachments: AHBL Proposal for Engineering Services

Topic/Issue:

Approval of the proposed contract between NOLS and AHBL, Inc. for consultation, engineering, design, and project management services related to the rehabilitation of the Port Angeles Library driveway.

Background:

Driveway Condition

The driveway providing vehicle access to the Port Angeles Library building and parking lot was constructed in 1997. Since that time, repair and maintenance work has been done to prolong the useful life of the driveway. In 2013, approximately 675 square feet of the driveway was repaired where asphalt had failed. Failure of the repaved area has since recurred. Also, the eastern half of the driveway through the parking lot now requires repair and rehabilitation due to asphalt cracking, spalling, pumping, and bleed-through of the base layer. Subsurface movement of water causing displacement of the paving substrata is a factor contributing to driveway failure.

Grade Correction for ADA Compliance

In 2023, a study of the Port Angeles Main Library was conducted to determine whether the site meets current standards for accessibility and complies with Americans with Disabilities Act (ADA) requirements for public facilities. Some sections of the driveway, including within the area needing restoration, were found to be sloping several degrees beyond ADA requirements. A feasibility study is needed to determine whether measures can be taken to correct the grade of the driveway in some places to improve accessibility to the library from the parking lot. Design of feasible surface grade improvements will be incorporated into the driveway rehabilitation plan.

Discussion:

The project to rehabilitate the Port Angeles Library driveway as proposed has three goals:

1. To restore the failing asphalt surface of the eastern half of the driveway at the Port Angeles Library.
2. To insure that water moving below the driveway surface is diverted to minimize erosion of the driveway paving substrata.
3. To ensure the driveway surface grade is optimally designed and constructed, as feasible and permitted, in compliance with all applicable building regulations and ADA requirements.

Professional services including civil engineering, consulting, design and project management services are needed to meet project goals. AHBL, Inc. is an engineering firm based in Tacoma, Washington, specializing in civil engineering and experienced in ADA consultation. Pending Board of Trustees approval, NOLS has selected AHBL, Inc. to provide the professional services needed for the project based on their extensive experience with comparable projects.

AHBL, Inc. has proposed a four-phase approach to the project (below). The proposal under consideration now (enclosed) encompasses professional services for phases 1 and 2 only. Based on scope and design determinations made during phases 1 and 2, a proposal for services relating to phases 3 and 4 will be submitted at a later date. Project phases 1 and 2 are expected to take place in 2023. Phases 2 and 4 are expected to occur in 2024.

Project Phase Proposal

1. Research, including:
 - a. Land survey to establish the existing grade of the driveway surface
 - b. Geotechnical survey is needed to collect samples of the driveway substrata for analysis of subsoil drainage characteristics
 - c. Site visits and analysis of ADA compliance concerns
2. Feasibility, Preliminary Design, and Budgeting; including:
 - a. Design of subsurface water management solutions
 - b. Pavement replacement specifications
 - c. ADA compliance feasibility and design
 - d. Project scope and preliminary design
 - e. Estimated budget for phase 2 and 4 professional services
 - f. Estimated budget for construction
3. Budget Approval and Schematic through Final Design (2024)
4. Bidding and Construction (2024)

Policy Considerations:

NOLS [Policy: 5.5 Purchasing Policy](#) states that approval of all contracts valued at \$25,000 or more must be approved by the Library Board of Trustees.

Fiscal Considerations:

The cost proposed by AHBL, Inc. for services in phases 1 and 2 (2023) is \$39,975.

NOLS 2023 Capital Budget includes \$25,000 for professional services needed in relation to the Port Angeles Library driveway rehabilitation. The \$25,000 was a very rough estimate made by NOLS staff of what may be needed to begin planning the driveway rehabilitation. The proposed value of the services agreement exceeds NOLS budgeted amount by \$14,975, but we feel is appropriate based on the proposed services and the scope of the project being expanded to address ADA issues.

The funds for this project in the 2023 Capital Budget come from the Port Angeles Capital Reserve account. The most significant project utilizing PA Capital Reserve account funds in 2023 - the LED lighting replacement project - was completed earlier this year, so other major expenses utilizing the PA Capital Reserve account are not expected in 2023.

As of June 2023, the PA Capital Reserve balance is \$383,105 and another \$522,758 for the account is invested in a CD that matures in September 2023. Covering the full cost of AHBL contract in 2023 utilizing the PA Capital Reserve account should not be a problem, even though the expense will be more than first budgeted.

Recommendation:

Approve the proposed contract with AHBL, Inc. for consultation, engineering, design, and project management services related to the rehabilitation of the Port Angeles Library driveway.



June 29, 2023

Mr. Brian Phillips
North Olympic Library System
2210 South Peabody Street
Port Angeles, WA 98362

Project: Port Angeles Library Driveway Rehabilitation, AHBL No. 2230414.10
Subject: Proposal for Civil Engineering Services

Dear Mr. Phillips:

Thank you for the opportunity to submit this proposal for civil engineering services for the Port Angeles Library Driveway Rehabilitation project. We understand this phase of design will consist of Phase 1 Research and Phase 2 Feasibility, Preliminary Design, and Budgeting. A design proposal for Phases 3 and 4 (Schematic Design through Construction Phase) will be prepared at the completion of Phases 1 and 2. Our scope of services is listed below.

The site is located at 2210 Peabody Street in Port Angeles. We understand that, south of the building, the eastern half of the driveway and the parking lot are experiencing asphalt cracking, spalling, pumping, and groundwater discharges to the pavement surface. In addition, portions of the site do not comply with ADA slope requirements, including areas of pavement deterioration. We understand an ADA compliance and feasibility study for improvements was completed and is available for review. Our scope involves investigating paving, drainage, soils, and ADA concerns along the driveway and parking lot to the south of the building. Design solutions may include paving underdrains, stormwater conveyance piping, pavement repair, and sidewalk replacement.

Phase 1: Research – Task 11

1. Visit the site to observe existing conditions and meet with library staff to further understand site paving and ADA deficiencies at the site.
2. Obtain the as-built utility and paving drawings from the City of Port Angeles and the North Olympic Library System.
3. Coordinate with the geotechnical engineering and land survey consultants.
4. Coordinate with the North Olympic Library System.

Phase 2: Feasibility, Preliminary Design, and Budgeting – Task 12

5. Review the geotechnical report and topographic survey to determine potential design options.
6. Review City of Port Angeles storm drainage and site development requirements.
7. Prepare options for drainage collection, pavement rehabilitation, and ADA improvements.
8. Attend meetings with the owner to review design options for site improvements and obtain owner input on the design options.

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

TACOMA

2215 North 30th Street
Suite 300

Tacoma, WA 98403-3350
253.383.2422 TEL



9. Prepare a Bluebeam PDF or AutoCAD site plan based on the topographic survey. Preliminary designs will be shown.
10. Assist with submittal for and attend a pre-application meeting with the City of Port Angeles.
11. Prepare a feasibility narrative describing the preferred option for pavement rehabilitation and ADA improvements. The design will include measures to collect subsurface drainage and route it to existing downstream drainage systems. Preliminary design for grading and paving of replaced parking will be prepared. The design of preliminary grading and paving for ADA improvements will be included.
12. Prepare a pre-design opinion of probable construction costs. The preliminary cost opinion will be used to assist the owner in preparing a budget for construction.

Geotechnical Engineering Services (by Subconsultant) – Task 13

13. Geotechnical engineering services will be provided by GeoResources, Inc. as a subconsultant to AHBL. Refer to the attached proposal for the detailed scope of work. The fee below includes a 10% markup.

Survey Services (by Subconsultant) – Task 14

14. Survey services will be provided by NTI Surveying as a subconsultant to AHBL. Refer to the attached proposal for the detailed scope of work. The fee below includes a 10% markup.

Billing Summary

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-4	Phase 1: Research	T-11	\$3,500
Items 5-12	Phase 2: Feasibility, Preliminary Design, and Budgeting	T-12	9,800
Item 13	Geotechnical Engineering Services (by Subconsultant)	T-13	10,885
Item 14	Survey Services (by Subconsultant)	T-14	15,790
Total			\$39,975

You may not want us to provide some of the services listed above. We can discuss these services and the number of hours with you and make adjustments, as necessary.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization.



Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Except as described in the scope of work, professional services of subconsultants, e.g., traffic engineers, or wetlands, wildlife, and other specialists if required by the review agency.
- b) Preparation, submittal, or securing of permits.
- c) Costs associated with reconsiderations of agency decisions.
- d) Costs associated with preparing and filing variances, etc.
- e) Design and services beyond the pre-design phase.

If you find this proposal acceptable, please sign and return a copy of the enclosed contract to our office. We will return a copy of this contract to you after we have signed it. Our receipt of the signed contract will be our notification to proceed.

If you have any questions, please call me at (253) 383-2422.

Sincerely,

William J. Fierst, PE
Principal

WJF/lrk

Enclosures

c: Accounting

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June 16, 2023

AHBL, Inc.
2215 North 30th Street
Suite 200
Tacoma, WA 98403

Attn: Mr. Bill Fierst, PE
(253) 284-0209
wfierst@ahbl.com

Proposal for
Geotechnical Engineering Services
Port Angeles Driveway Rehabilitation Project
2210 South Peabody Street
Port Angeles, Washington
Doc ID: AHBL.PortAngelesLibrary.P

INTRODUCTION

We are pleased to submit this proposal for geotechnical engineering services for the proposed roadway repair to be constructed at the above site address. Our understanding of this project is based on our email and phone conversations and our experience in the vicinity of the site.

SCOPE OF SERVICES

The purpose of our scope will be to evaluate the surface and subsurface conditions across the site as a basis for developing geotechnical conclusions and recommendations. Specifically, we recommend the following scope of services:

1. **Field Preparation** – We will contact the local utility locating service, prepare any required permits, and complete requisite training necessary to work on site.
2. **Site Reconnaissance** – We will walk the site to observe the current conditions and mark exploration locations.
3. **Subsurface Exploration** – We propose to monitor hollow stem auger (HAS) borings through at four strategic locations throughout the site to depths of 10 feet below existing grade or refusal, whichever comes first. Total drilling footage not to exceed 40 feet.
4. **Laboratory testing** – Laboratory tests inclusive of grain size analyses will be performed on up to two selected samples of earth materials from each exploration to estimate physical and engineering characteristics of the earth materials on site.
5. **Engineering Analyses** – Analyses will include determination of potential contributing factors to pavement failure and recommendations for repair and replacement with either flexible pavement consisting of hot mix asphalt or rigid pavement consisting of Portland cement concrete.

6. **Design Report** – Preparing a *Limited Geotechnical Engineering Report* summarizing our site observations and conclusions, and our geotechnical recommendations and design criteria along with the supporting data.

ASSUMPTIONS AND EXCLUSIONS

Our assumptions and exclusions for our above scope items are described in the paragraphs below. We have assumed prevailing wage rates apply.

Field Preparation: We will be provided with the most updated as-builts of underground utilities within and adjacent to the project location. We will complete all utility locate tickets and coordination with property owners, as required.

Site Reconnaissance: Our reconnaissance will be performed by a GeoResources representative, who will walk the site to observe surface conditions. The representative will identify and mark boring locations. Additionally, we will assess any access issues.

Subsurface Exploration: To provide a reasonable understanding of the shallow soil conditions at the site, we will monitor drilling on a continuous basis, collect samples for transport to our laboratory in Fife, Washington, and log the subsurface conditions encountered. Boring locations will be backfilled with bentonite chips and patched at the surface with concrete. General cleanup and restoration are included in our scope of work, but it should be realized that some site disturbance is unavoidable. All investigation-derived waste (IDW) will be drummed and removed from the site.

We have assumed that a right-of-way permit is not required for our subsurface exploratory drilling, and that traffic control will not be required.

Laboratory Testing: Testing will include soil classification, moisture content determination, grain size analysis, and Atterberg limits, as appropriate. Laboratory testing will be completed in accordance with ASTM standard procedures.

Engineering Analyses: Pavement section design will be based on AASHTO methods and traffic data and performance specifications provided by the owner. Our analysis does not include design or recommendations for underground injection control, nor does it include in-situ infiltration testing or mounding analysis.

Design Report: Our scope does not include work related to environmental concerns at the site, or potential contamination of the site, including causation or remediation. Site specific seismic analysis or dewatering design is not included in our scope.



SCHEDULE AND BUDGET

We are prepared to proceed with our scope of services immediately upon receipt of your notice to proceed (NTP), and we anticipate the following project milestones:

- NTP + Two days – Site reconnaissance complete, utility locate ticket requested
- NTP + Two weeks – Subsurface exploration program execution
- NTP + Four weeks – Draft design report issued

We estimate that our scope of work can be completed within the costs outlined below. All line items are inclusive of travel expenses, where applicable. Our geotechnical scope of work will be billed on a fixed fee basis.

<u>Scope of Work</u>	<u>Cost</u>
Field Preparation	\$ 200
Site Reconnaissance	\$ 600
Subsurface Explorations	\$5,755
Laboratory Testing	\$ 990
Engineering Analyses	\$ 550
<u>Geotechnical Report</u>	<u>\$1,800</u>
Estimated Total Cost	\$9,895



CLOSURE

We appreciate the opportunity to submit this proposal and look forward to its favorable consideration. We consider our firm to be especially well qualified to complete this project. Authorization to proceed may be indicated by returning one copy of the proposal signed in the space provided below, or by providing a subcontractor agreement.

Yours very truly,
GeoResources

Seth Mattos  Digitally signed
by Seth Mattos

Seth T. Mattos, LEG
Associate

You may authorize the above services and budget by signing below and returning one copy of this proposal on the space below.

The services described above are
Authorized by:

Signature of Responsible Party

Print Name & Date

Please Return One Signed Copy of This Agreement for Our Files

STM/stm

Doc ID: AHBL.PortAngelesLibrary.P

Attachments: Terms and Conditions



NTIS

NTI SURVEYING

SCOTT HARKSELL P.L.S. • PORT ANGELES, WA • 360.452.8491 • NTISURVEYING.COM

June 23, 2023

William Fierst, PE | Principal
AHBL, Inc. | Tacoma
2215 North 30th Street, Suite 200
Tacoma, WA 98403
253.284.0209
WFierst@ahbl.com

Subject: Surveying services at North Olympic Library System, Port Angeles.

Dear William,

Thank you for contacting **NTI SURVEYING (NTIS)** to review this project for you. **NTIS** provides professional land surveying services throughout the northern Olympic Peninsula in Clallam and Jefferson Counties. We maintain standard professional insurance and are proud to provide professional quality services in compliance with all state and local requirements.

I have researched previous survey work performed in the area of the North Olympic Library System's (NOLS) property at 2210 Peabody Street here in Port Angeles. Tax parcel 063010 50-9150 within Section 10, Township 30 North, Range 6 West W.M. Based upon this recorded survey work, the attached Survey limits map and amended "Topographic Survey Checklist" I am pleased to provide you with this scope of services and cost estimate.

Scope:
Boundary Survey

Cost

Research existing surveys and plat maps in the area.
Calculate locations of control monuments and record corners. Prepare a stakeout sheet and transfer points to field data collector.

Confirm local horizontal and vertical control points. Set or recover exterior corner monuments.

Prepare and record a record of survey map with the County Auditor's Office. As required, information listed on "Boundary Survey Checklist" shall be incorporated onto the recorded survey map. Additional information not

required on the recorded survey will be included in the
Topographic Survey map.

\$3375

Topographic Survey

Complete necessary field work to gather topographic data
at the site. Survey to be based upon the attached
modified "Topographic Survey Checklist."

Prepare topographic survey map on 24" x 36" sheet.
Provide Client's consultant with Signed PDF copy and
CAD dwg file of work.

\$9800

Additional Fees:

Recording fee for Record of Survey \$330

Private unground Utility Locates by others \$500

Title Report by others \$350

This estimate is for performing the work as outlined. If there are unforeseen conditions or
circumstances that require additional work, the work will be performed based upon our standard
rates per the attached rate sheet. This estimate may not be exceeded by more than 10%
without prior approval. If this *estimate* is acceptable, please let us know and we will prepare a
contract for signatures.

Payment to be due 30 days from delivery of drawing files to AHBL.

Thank you for considering **NTI SURVEYING** for your surveying needs. Please feel free
to contact me if you have any questions or need additional information.

Sincerely,



Scott Harksell PLS
NTI SURVEYING

Attachments
Rate Sheet
Survey Checklist
Survey limits map

NTIS

NTI SURVEYING

SCOTT HARKSELL P.L.S. • PORT ANGELES, WA • 360.452.8491 • NTISURVEYING.COM

TIME PLUS EXPENSE RATE SCHEDULE AND BILLING PROCEDURES - 2022

LAND SURVEYING SERVICES	
Principal Surveyor	100.00 / hour
Survey Technician – Office	80.00 / hour
Land Surveying 1 Person Field Crew	150.00 / hour
Land Surveying 2 Person Field Crew	175.00 / hour
Land Surveying 3-Person Field Crew	200.00 / hour
Land Surveying 1 Person GPS Recover Control - Localization	170.00 / hour
Land Surveying 1 Person GPS Topographic Survey	160.00 / hour
Construction Surveying 1 Person Field Crew	175.00 / hour
Construction Surveying 2 Person Field Crew	200.00 / hour
Construction Surveying 3-Person Field Crew	225.00 / hour
PREVAILING WAGE LAND SURVEYING SERVICES	
Construction Surveying 1 Person Field Crew	220.00 / hour
Construction Surveying 2 Person Field Crew	280.00 / hour
Construction Surveying 3-Person Field Crew	335.00 / hour

GENERAL CONDITIONS

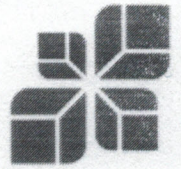
1. **NTIS** standard hours of straight-time operation begin at 9:00 AM and end at 5:00 PM, Monday through Friday, with the exception of weekends and some holidays. Overtime rates of 1.5 times the applicable straight-time rate will be billed for work performed between 5:00 PM and 8:00 AM, in excess of 8 straight-time hours per day, and/or Saturday. Double time rates are 2-times the applicable straight-time rate and will be billed for any work performed on Sunday and/or holiday. Minimum charge for professional services is one hour for office consultation, two hours for field consultation and four hours for court testimony.
2. Non-salary reimbursable expenses will include the following items: items outside of general overhead costs, such as special legal and accounting expenses, special consultants, backhoe services, laboratory charges, special copying services and printing and binding at 15% above actual cost. In-house non-salary reimbursable expenses including but not limited to the following:
 - a. Government fees directly related to the project such as County survey recording fees and agency review fees.
 - b. Out-of-town travel and living expenses related to the project. Travel time shall be hourly per rates listed above.
3. **NTIS** maintains general liability insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence as well as professional errors and omissions insurance with limits as follow: each claim \$1,000,000 and Aggregate \$1,000,000. **NTIS** will furnish certificates evidencing such insurance upon request. If Client requires insurance in excess of **NTIS**'s standard, and if such insurance is procurable, Client to reimburse **NTIS** for any additional fees plus 10% incurred by **NTIS** to fulfill Clients request for such.
4. Comprehensive cost estimates and pricing are available upon request and may vary from the Time Plus Expense Rate Schedule. Scheduling and sequencing of a construction project are controlled by individuals and organizations not owned or operated by **NTIS**, therefore if an Estimate is generated, it shall not guarantee a maximum cost to complete the services required and/or requested to complete the construction project. The quantities included in our Estimate of Fees are based in part and upon construction documents and schedules made available to **NTIS** at the time of the proposal.
5. The rates as stated in the Time Plus Expense Rate Schedule are applicable through the last day of the calendar year issued, unless otherwise contracted. The terms and conditions as outlined in the Contract for Services are incorporated herein for reference.
6. **NTIS** will not issue final documents until all outstanding invoices for the project have been paid.

Boundary Survey Checklist

Property Boundary Survey:



- ☒ Indicate tax parcel number for surveyed parcel and adjacent properties.
- ☒ Provide FULL legal description of project site.
- ☒ Parcels shown. Indicate block and lot numbers, short plat number, plat reference, etc.
- ☒ Encroachments. Describe fully.
- ☒ Bearings shown to read clockwise when possible.
- ☒ Right-of-way lines shown (with dimensions to property line).
- ☐ Railroad right-of-way line.
- ☒ Monument type, date visited, and type of construction.
- ☒ Property corner type, set or found. L.S. number, etc.
- ☒ Curve data to include radius, delta, and arc length.
- ☒ Fence relationship to boundary shown.
- ☒ Written description of boundaries (legal description).
- ☒ Indicate on plan true north.



Topographic Survey Checklist

Handwritten signature or initials in blue ink.

Horizontal Control:

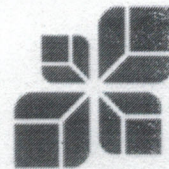
- ☒ Provide horizontal datum and give basis of bearing.
- ☒ Identify (or set) two monuments as project horizontal control points. Give coordinates and elevations of both control points. (If setting new points, locate outside proposed project work limits).
- ☒ Provide survey on State Plane Coordinates. Show section control & control monuments and give coordinates/elevation.

Vertical Control:

- ☒ Describe and show originating benchmark.
- ☒ Vertical datum must be City of Port Angeles datum.
- ☒ Show 1 project benchmarks on plan. List coordinates and elevations of monuments.
- ☒ Contours every 1 foot. Show contour numbers at beginning and end of every contour (don't "break" contour polyline).
- ☒ Index contours every 5 feet. Show contour numbers at beginning, end and along contour (minimize "breaks" in contour polyline).

Roads:

- ☒ Elevations at edge of road or gutter flow line every 25 feet.
- ☐ Extend topo to centerline of road R.O.W. on either end of the site.
- ☒ Extend topo to far side/back of walk or back of ditch (for walks/ditches adjacent to surveyed site).
- ☒ Elevation of paths, walks, driveways, curb cuts, trails, etc. Describe construction.
- ☐ Elevations of crosswalks.



* ALL UTILITY LOCATES
BASED ON MARKINGS
BY OTHERS *

Structures:

- ☐ Building dimensions and height.
- ☒ Type of building noted (residence, barn, business, shed, etc.).
- ☒ Street address (if applicable) or building number.
- ☐ Building construction (masonry, wood, etc.), age, and condition.
- ☒ Roof eave overhangs shown graphically. @ WEST SIDE OF LIBRARY - @ WEST END OF SOUTH SIDE
- ☒ Finish floor elevation at each entrance.
- ☒ Doors and other openings.
- ☒ Elevations at all angles of buildings and at least every 50 feet, and at all abrupt changes in contour.
- ☒ Buildings adjacent to the site within 50 feet of property line. Give height and construction of building/structure. APPARENT
- ☒ Elevations at top and bottom of all steps at entrances or exits.
- ☒ Locate miscellaneous structures such as oil storage tanks, etc. Give height/depth elevations and construction.
- ☒ Indicate downspouts, conductor pipes, roof water disposal, pipe size, and material. AS MARKED BY OWNER/AGENT

Miscellaneous Features:

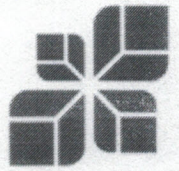
- ☒ Fence locations.
- ☐ Old building footings (give top and bottom elevations). Describe material. Accurately show width of wall materials.
- ☒ Walls (give type of wall, top and bottom elevations, material, and width). APPARENT
- ☐ Locate ledges, boulders, quarries, diggings, gravel, or soil banks and give top and bottom elevations.
- ☐ Locate and identify storage piles of ashes, sawdust, refuse, or manufacturing materials, etc., and give top and bottom elevations.

Vegetation:

- ☒ Locate individual and/or characteristic trees with a minimum diameter of 6 inches. Give name, TYPE, condition, and diameter at breast height. Give elevation at base of trees.

Note: Do not use base of tree elevation to determine contours unless no hump is observed. (Assure that TRUE location of tree trunk is accurately shown on drawing for trees with a minimum diameter of 6 inches, i.e., tree symbol placed at center of trunk.)

- ☒ Locate isolated or masses of shrubs or groundcover. Give name, height, spread, and condition.
- ☐ Locate borders of woods or line of demarcation between different kinds or ages of growth (i.e., old growth, second growth, abandoned orchard, pastures, fields, etc.) and identify.



Utilities – Electrical:

- ☒ Overhead ~~power and telephone~~ lines and poles. Provide clearance elevation. Call 1-800-424-5555 for marking utilities prior to survey.
- ☒ Underground power lines and telephone vaults.
- ☒ Overhead ~~cable TV~~ lines and poles.
- ☒ Underground cable TV lines and vaults.
- ☒ Street light locations and lines serving them.
- ☒ Electrical handholds.

Utilities – Gas (if found on parking lot site):

- ☒ Gas lines. Location and ~~depth~~. Indicate size and type of pipe.
- ☒ Valves and meters. Indicate rim elevation, ~~size, and type of valve/meter box.~~

Utilities – Water:

- ☒ Water lines. Location ~~and depth~~. Indicate ~~size and type of line.~~
- ☒ Valves and meters. Indicate rim elevation, size, ~~and type of valve/meter box.~~ Give depth of ~~valve/meter.~~
- ☒ Fire hydrants. Indicate elevation of base of hydrant.

Utilities – Sanitary Sewer:

- ☒ For all vaults and boxes, show symbol in correct orientation and scale. Give rim elevations and Height x Width dimensions.
- ☒ Sanitary sewer lines' location ~~and depth~~. Indicate ~~size and specific description of pipe.~~
- ☒ Manholes. Indicate ladder location and size of manhole. Indicate invert and rim elevation, size, and specific description of connecting pipe.
- ☒ If pipe is plastic, ~~note whether it is PVC, HDP, or ADS, and whether it is corrugated or smooth, interior wall/perforated or solid.~~

Utilities – Storm Drainage:

- ☒ Storm drainage lines' location ~~and depth~~. Indicate ~~size and type of line.~~
- ☒ Indicate invert and rim elevations and type of material. Give size, direction, inverts, and types of outlets. Indicate ladder location, ~~rim type, and size/type of structure (Type II, 48", etc.) with orifice size if applicable.~~
- ☒ Underground storage tanks. Indicate ~~material, type, and size.~~
- ☒ Indicate downspouts, conductor pipes, and roof water disposal and ~~give pipe size.~~

Untitled Map

Write a description for your map.

SHOOT SDMH IN ROAD

SURVEY LIMITS

- Legend**
- Angeles Fitness
 - Boulevard Hair Design
 - Holy Trinity Lutheran Church (ELCA)
 - North Olympic Library System
 - North Olympic Library System
 - Rayonier Steam Locomotive



AHBL, INC.

PROFESSIONAL SERVICES AGREEMENT



This Professional Services Agreement "this Agreement" is made this **29th** day of **June, 2023**, between **North Olympic Library System**, the "Client," and **AHBL, Inc.** of Tacoma, Washington, the "Consultant," for **Port Angeles Library Driveway Rehabilitation**, the "Project," **AHBL File No. 2230414.10**.

The Client and Consultant agree as follows:

1. **SERVICES.** The Consultant will perform for the Client the services outlined in the Consultant's proposal letter dated **June 29, 2023**, which is incorporated into this Agreement. Said services will commence upon receipt of a signed copy of this Agreement.

This Agreement is between the parties hereto only and is not intended to benefit any third party nor to create any rights in any person or entity other than the parties hereto.
2. **COMPENSATION FOR SERVICES.** The Client shall pay to the Consultant, as compensation for the services, the amounts as identified in the proposal letter referred to in Paragraph 1. For projects that include time and expenses charges, a schedule of charges can be provided upon request.
3. **REIMBURSABLE EXPENSES.**
 - 3.1 Reimbursable Expenses, surcharged by fifteen percent (15%), are in addition to compensation for Services and include expenses incurred by the Consultant and Consultant's employees and subconsultants in the interest of the Project, as identified in the following clauses.
 - 3.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, and fees paid for securing approvals of authorities having jurisdiction over the Project.
 - 3.1.2 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.
 - 3.1.3 Expense of renderings, models, and mock-ups requested by the Client.
 - 3.1.4 Reprographics, copy expenses, and other expenses connected with the project.
4. **BILLING AND PAYMENT.**
 - 4.1 **Initial Payment.** The Client shall make an initial payment of **zero** and **no** hundredths dollars (**\$0.00**) upon execution of this Agreement. This payment shall be applied against the final invoice. Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days after the invoice date, regardless of whether the Client has secured project financing or the Client has received payment from its client, as the case may be.
 - 4.2 **Interest.** If payment is not received by the Consultant within sixty (60) calendar days of the date of the invoice, the Client shall pay an additional charge of one and one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The right to charge and collect interest is in addition to, and not substitution for, the right to suspend or terminate in the event of the Client's failure to make timely payments.
 - 4.3 **Suspension or Termination of Service.** If the Client fails to pay amounts within sixty (60) calendar days of the date of the invoice, this shall constitute a material breach of this Agreement, and the Consultant may, at any time, and without waiving any other rights against the Client and without thereby incurring any liability whatsoever to the Client, suspend services under this Agreement or terminate this Agreement. The Client agrees to release the Consultant from any consequences of such suspension or termination of services due to the Client's non-payment of the Consultant's fees.
 - 4.4 **Set-offs, Backcharges, Discounts.** Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client. Payment is due regardless of suspension or termination of this Agreement by either party. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within thirty (30) calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than sixty (60) calendar days after date of invoice.
5. **TERMINATION.** This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Upon termination, Consultant shall be compensated for all services performed to the date of receipt of notice of termination, plus reimbursable expenses then due, plus reasonable additional expenses that may be incurred in the closing of the project records and project activities.
6. **OWNERSHIP OF DOCUMENTS.** Plans, reports, and specifications are instruments of service and shall remain the property of Consultant, whether the project for which they are made is executed or not. The Consultant shall retain all ownership rights, including the copyright. Submission to public agencies and Project contractor(s) shall not be deemed publication in derogation of the Consultant's retained rights. The Client shall be permitted to retain copies, including reproducible copies, of plans, reports, and specifications for information and reference in connection with Client's use and occupancy. The plans, reports, and specifications shall not be used by the Client on other projects, for additions to this Project, or for completion of this Project by others except by agreement in writing with appropriate compensation to, and protection from liability for, Consultant, provided Consultant is not in material breach of this Agreement.
 - 6.1 **Electronic Media.** The Client may retain copies of drawings, reports, and/or specifications in electronic form. Any use or reuse of, or changes to, the electronic media will be at the Client's sole risk. The Client will defend, indemnify, and hold harmless the Consultant from any and all claims resulting from use or reuse of, or changes to, the electronic media by the Owner or the Owner's transferee.

7. OPINIONS OF PROBABLE COST. Because Consultant does not have control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost, when provided, are made on the basis of the Consultant's experience and qualification, and represent the Consultant's best judgment as a design professional generally familiar with the construction industry. However, Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared for the Client. If the Client wishes greater assurance as to the construction cost, the client shall employ an independent cost estimator.
8. RISK ALLOCATION. In the execution of its services, the Consultant will exercise its best professional judgment. No other warranties, expressed or implied, are given.

Client recognizes the inherent risk of claims associated with the service to be provided by Consultant. In partial consideration of Consultant's commitment to perform the services under this Agreement, Client and Consultant agree:

- 8.1 To limit the aggregate amount of damages the Client may recover against the Consultant (along with its officers, directors, and employees) arising under or related to this Agreement to \$50,000 or the amount of compensation paid to the Consultant pursuant to this Agreement, whichever is greater. The types of claims to which this limitation applies include, without limitation, claims based on negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed warranty, breach of implied warranty and strict liability.
- 8.2 The Consultant shall indemnify the Client (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Consultant or its consultants in the performance of professional services under this Agreement.
- 8.3 The Client shall indemnify the Consultant (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Client or its consultants under this Agreement.
- 8.4 Consequential Damages. The Client and the Consultant waive consequential damages for claims, disputes and other matters in question arising out of or related to this Agreement or the breach or alleged breach of this Agreement.

9. DISPUTES.

- 9.1 Mediation. Any dispute between the Client and the Consultant arising out of or relating to this Agreement shall be submitted to non-binding mediation. The Client agrees to participate in the mediation process in good faith upon receiving written notice, within the time limitation set forth below, from the Consultant of the Consultant's election to subject a dispute to mediation ("Notice of Election to Mediate"). Prior to commencing litigation against the Consultant, the Client shall, within the time limitation set forth below, provide the Consultant with written notice of the Client's claim(s) setting forth the nature of the dispute and the Client's claim(s), the amount in controversy, a brief summary of the factual circumstances surrounding such dispute and claim(s), and a statement of the Client's intention to commence litigation ("Notice of Intent to Litigate"). If within fourteen (14) days following the Consultant's receipt of Notice of Intent to Litigate the Consultant has not given the Client Notice of Election to Mediate, the Client may commence litigation. The Consultant may specifically enforce this mediation provision, whether through a motion to compel mediation or otherwise. Unless the Client and the Consultant subsequently agree otherwise in writing, the mediation will be conducted under the auspices of the American Arbitration Association acting under its Construction Industry Mediation Rules. Each party shall pay one-half of the mediator's charges and one-half of the mediation service's charges. The parties shall participate in the mediation process in good faith.
- 9.2 Litigation. If the Consultant elects not to mediate a dispute or if mediation is conducted but does not fully resolve all disputes and/or claims, either the Client or the Consultant may commence litigation. In that case, both parties agree that venue of any litigation shall be in Pierce County, Washington. If litigation is not commenced within ninety (90) days of the termination of the mediation proceedings between the parties or after Consultant's written election not to submit the dispute to mediation, the claims that were the subject of the mediation proceedings shall be forever barred.
- 9.3 Time Limitation. Any litigation arising out of or related to this Agreement, or the breach or alleged breach of this Agreement, must be commenced within one year of the date on which the Consultant last performs services pursuant to this Agreement. Claims by one party against the other, whether the basis of any such claim is known or unknown, shall be forever barred if not commenced within that one-year time period. This limitation period shall be tolled upon the Consultant's service of a Notice of Election to Mediate or the Client's service of a Notice of Intent to Litigate, and shall recommence running upon the termination of mediation proceedings or, in the event the Consultant does not elect to mediate, fourteen (14) days following service of the Notice of Intent to Litigate.

10. SPECIAL PROVISIONS.

- 10.1 Hidden Conditions. Inasmuch as the review of an existing building and/or site requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building and/or site, the Client agrees not to make any claims against the Consultant if it develops that the conditions that were encountered were not anticipated by Consultant.
- 10.2 Subconsultants. It is recognized and understood that some of the professional services required by this Agreement may be of a specialized nature that cannot be provided by Consultant in-house. Such specialized services include, but are not limited to, materials testing, mechanical, electrical, architectural, acoustical, and geotechnical Engineering, laboratory planning and design, professional cost estimating, LCC/energy analysis, acoustical Engineering, telecommunications Engineering, and other services identified elsewhere in this Agreement. Consultant shall, upon request received from the Client, procure such services from subconsultants subject to Client approval, and shall enter into agreements with the subconsultants. A copy of the agreements with the subconsultants shall be provided to the Client upon receipt of a written request. As the Client's agent, Consultant shall coordinate the activities of the subconsultants in the providing of their services under this Agreement.
- 10.3 Waiver of Claims. If the client declines to retain the Consultant to perform construction phase services, then the Client waives any claim that might otherwise be made against the Consultant (or its officers, directors, or employees) arising out of or related to use of drawings, reports and/or specifications prepared by the Consultant, except to the extent that the Client establishes that the claim against the Consultant would have existed even if the Consultant had performed construction phase services.

11. MISCELLANEOUS PROVISIONS.

- 11.1 Information Provided by Client. The Consultant shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to the Consultant such information, and the Consultant is entitled to rely upon the accuracy and completeness thereof.
- 11.2 Environmental Hazards Waiver and Indemnity. The Consultant and the Consultant's subconsultant(s) shall have no responsibility for the discovery, presence, handling, removal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. It is further understood and agreed that Consultant will not contract to perform any services in connection with the detection, removal, abatement, disposal or eradication of any hazardous or potentially hazardous substances or materials located in, on, under, over, about or in any other way connected with the project or project site and that the incorporation into the contract of any specifications pertaining to such matter will be done only in accordance with the direction of the Client and their subconsultants without any responsibility or liability whatsoever of Consultant or their insurers in regard thereto.
- 11.3 Taxes. In the event that federal, state, and/or local legislative action imposes new or additional tax measures that will affect Consultant's cost of doing business, Client and Consultant agree that all professional fees negotiated in compensation for this project shall be adjusted to reflect such increases in taxation. Adjustments shall include, but not be limited to, compensation for potential new and/or the retroactive application of state sales tax on professional services, and increases in state and local business and occupation taxes.
- 11.4 Assignment. Neither the Client nor the Consultant shall assign or transfer this Agreement, or any interest in this Agreement or any cause of action arising under or related to it, without the written consent of the other, which consent may be withheld at the discretion of either party.
- 11.5 Construction Observation. The Consultant shall, if within the scope of services of this Agreement, visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Client and Consultant in writing to become generally familiar with the progress and quality of the construction. However, the Consultant shall not be required to make exhaustive or continuous onsite observations or any inspections to check the quality or quantity of the construction. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Contractor's Work (Work). The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 11.6 Submittal Review. The Consultant shall review and take other appropriate action upon 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 plans and specifications. The Consultant's actions shall be taken with reasonable promptness. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. The Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The Consultant's review of a specific item shall not indicate review or approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the plans and specifications, the Consultant shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the plans and specifications.
- 11.7 Property Insurance. The Client will assure that the Consultant is named as an additional insured on the builder's risk insurance policy and any other property policy carried by the Project owner and/or the Project prime construction contractor during the construction. The Client will furnish the Consultant with a certified copy of the policy or policies showing the Consultant's status as additional insured upon receipt of a request from the Consultant.
- 11.8 Governing Law. This Agreement shall be governed by the internal laws of the State of Washington.
- 11.9 Merger. This Agreement states the entire agreement between the Client and the Consultant with respect to its subject matter and supersedes all prior and contemporaneous negotiations, commitments, understandings, and agreements with respect to its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both the Client and the Consultant.
- 11.10 Signing Authority. Each individual signing this Agreement on behalf of a named party warrants that he or she has the authority to sign on behalf of his or her principal and to bind his or her principal to this Agreement and its terms.

Client

NORTH OLYMPIC LIBRARY SYSTEM

AHBL, INC.
Civil & Structural Engineers - Landscape Architects -
Community Planners - Land Surveyors
2215 North 30th Street, Suite 300
Tacoma, WA 98403
(253) 383-2422

By: _____
Signature

Printed Name / Title

By: _____
Principal in Charge

Date: _____

Date: _____

(AHBL File No. 2230414.10)

SCHEDULE OF CHARGES & COMPENSATION



Principal.....	240.00/Hour	Director of Landscape Architecture.....	175.00/Hour
Associate Principal.....	220.00/Hour	Senior Landscape Architect.....	150.00/Hour
Associate Planning Principal.....	210.00/Hour	Landscape Architect 2.....	135.00/Hour
Senior Project Manager.....	195.00/Hour	Landscape Architect 1.....	125.00/Hour
Project Manager.....	180.00/Hour	Senior Landscape Designer.....	125.00/Hour
Senior Planning Project Manager.....	170.00/Hour	Landscape Designer 3.....	115.00/Hour
Planning Project Manager.....	160.00/Hour	Landscape Designer 2.....	105.00/Hour
Survey Project Manager.....	170.00/Hour	Landscape Designer 1.....	95.00/Hour
Assistant Project Manager.....	130.00/Hour	Senior Landscape Technician.....	130.00/Hour
Senior Engineer.....	165.00/Hour	Landscape Technician 3.....	105.00/Hour
Project Engineer 4.....	145.00/Hour	Landscape Technician 2.....	90.00/Hour
Project Engineer 3.....	130.00/Hour	Landscape Technician 1.....	80.00/Hour
Project Engineer 2.....	120.00/Hour	Project Surveyor.....	140.00/Hour
Project Engineer 1.....	110.00/Hour	Senior Survey Technician.....	130.00/Hour
Senior Engineer Technician.....	130.00/Hour	Survey Technician 3.....	120.00/Hour
Engineer Technician 3.....	120.00/Hour	Survey Technician 2.....	105.00/Hour
Engineer Technician 2.....	105.00/Hour	Survey Technician 1.....	90.00/Hour
Engineer Technician 1.....	90.00/Hour	Chief of Parties.....	165.00/Hour
Project Administrator.....	100.00/Hour	Survey Crew.....	200.00/Hour
Project Expeditor.....	80.00/Hour	1-Person Survey Crew.....	130.00/Hour
Senior Urban Designer.....	145.00/Hour	Graphic Designer.....	110.00/Hour
Urban Designer.....	130.00/Hour	Technical Editor.....	110.00/Hour
Planner 5.....	145.00/Hour	Word Processor/Sr. Administrative Asst.....	90.00/Hour
Planner 4.....	130.00/Hour	Administrative Assistant.....	80.00/Hour
Planner 3.....	120.00/Hour	Outside Consultants.....	Separate Fee Proposal
Planner 2.....	105.00/Hour	Geotechnical Engineers.....	Separate Fee Proposal
Planner 1.....	75.00/Hour	Environmental Consultants.....	Separate Fee Proposal
Planning Technician.....	50.00/Hour		
		Large Format Bond.....	0.50/sf
		Large Format High Density Color Bond.....	2.00/sf
		Large Format Mylar.....	2.00/sf
		Small Format Color Bond 11 X 17.....	0.50/Sheet
		Small Format Color Bond 8.5 X 11.....	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.



Staff Report

Meeting Date: July 17, 2023
To: Library Board of Trustees
From: Erin Shield, Collection Services Manager
Subject: Approval of OCLC Invoice for Cataloging Utility

Attachments: OCLC Invoice
OCLC Sole Source Justification

Topic/Issue:

Approve payment of invoice to Online Computer Library Center (OCLC) for an annual subscription.

Background:

NOLS has, to my knowledge, always used OCLC as its cataloging utility. It is the industry standard nationally and beyond.

Discussion:

OCLC is currently used as the bibliographic record cataloging utility as well as the InterLibrary Loan (ILL) utility – both ILL borrowing and ILL lending. OCLC is the industry standard nationally and beyond for bibliographic utility. As of this writing, there are over 550 million bibliographic records available. Records in English, Spanish and more than 400 other languages are represented.

Nothing has changed with either the OCLC subscription or the services, except for the new billing practice, imposed by the vendor. NOLS has had various payment methods with OCLC over the years – monthly, semi-annually, etc. OCLC has recently made the decision to move all monthly subscribers to annual invoicing. As the vendor uses a July – June fiscal year, there will be a transition in 2023 in how much money will be paid to OCLC, due to the new annual billing cycle starting in July 2023. Future annual expenditures will be paid following OCLC's fiscal year.

Policy considerations:

NOLS [Policy: 5.5 Purchasing Policy](#) states that approval of all contracts valued at \$25,000 or more must be approved by the Library Board of Trustees.

Policy 5.5 further states, in part, "Solicitation of formal bids, informal bids/quotes, and/or an RFP/RFQ for goods or services may be dispensed with in cases where the purchases are clearly and legitimately limited to a single source of supply, or when special facilities or market conditions are involved. Sole source is not intended to limit a purchase to a particular brand or vendor unless no other brand/vendor is able to supply goods or services that meet specifications of a business nature required by NOLS." No changes to the policy are needed. A Sole Source Justification form has been completed for OCLC's services and is attached.

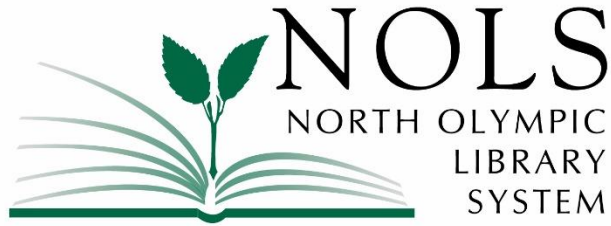
Fiscal considerations:

The July 1, 2023 invoice is for \$32,564.01. Payment is due by August 15, 2023.

There are no fiscal considerations for implementing this change. NOLS was previously being billed monthly and will now be billed annually for the same service. The 2023 budget was increased for OCLC services to account for the different billing cycle. A note to that effect can be found on the approved detailed 2023 budget. The 2023 monthly invoices were paid January through June at the regular rate and schedule, and the annual invoice will be paid in July. The next invoice will be received in June 2024.

Recommendation:

That the Board approve payment of the annual invoice to OCLC as Sole Source provider.



SOLE SOURCE JUSTIFICATION

NOLS Policy 5.5: Purchasing Policy specifies:

Solicitation of formal bids, informal bids/quotes, and/or an RFP/RFQ for goods or services may be dispensed with in cases where the purchases are clearly and legitimately limited to a single source of supply, or when special facilities or market conditions are involved. Terms may be established by direct negotiation. Sole source is not intended to limit a purchase to a particular brand or vendor unless no other brand/vendor is able to supply goods or services that meet specifications of a business nature required by NOLS. In the case of purchase of goods or services that otherwise would require a formal bid or request for proposals, the purchase must receive prior approval by the Library Director or his/her designee. The approval of a purchase of goods or services as sole source does not alter contract requirements.

The procurement described below, has been found to meet sole source requirements; (only one vendor possesses the unique and singularly available capability to meet requirements).

1. Name of identified sole source vendor:

Online Computer Library Center (OCLC)

2. Description of product or services to be procured:

Bibliographic cataloging and InterLibrary Loan (ILL) resources and services.

3. Function of services to be procured:

OCLC is a non-profit cooperative that has the largest worldwide services related to cataloging, and ILL. It has over 300,00 members across more than 100 countries. Contributors create, edit, and download millions of bibliographic records and other source material for library usage using a software interface available by subscription. Hyperlinks to bibliographic and other cataloging records, resources, and standards are available within the interface. Included in the monthly subscription is unlimited usage by an unlimited number of users.

OCLC is currently used as the cataloging utility as well as the ILL utility – both borrowing and lending. Prior to internet ILL requests were done in a manual work flow. The software for determining availability for both borrowing and lending is populated with information specific to NOLS' collections. There are other vendors for ILL services, but they are closed systems without the breadth of lenders. They also do not have the added benefits of utilizing most Washington state libraries, where a majority of NOLS' ILL requests originate and are lent from. Keeping it as local as possible helps with shipping costs and provides better, faster service for NOLS' patrons and borrowing libraries.

4. Sole source justification:

- ☐ sole provider of a licensed or patented good or service
- ☒ sole provider of items that are compatible with existing equipment, inventory, systems, workflows, programs or services
- ☒ sole provider of goods and services for which the Library has established a standard
- ☐ sole provider of factory-authorized warranty service
- ☐ sole provider of goods or services that will meet the specialized needs of the Library or perform the intended function (please detail below or in an attachment)
- ☐ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the Library (please attach information on market price survey, availability, etc.)
- ☐ other (define): _____

5. Features provided by this vendor which are not available from other vendors:

The breadth of bibliographic records, information, and resources is unparalleled outside of OCLC. Their software for determining availability for both ILL borrowing and lending is populated with information specific to NOLS' collections. There are other vendors for ILL services, but theirs are closed systems without the span of lenders. They also do not have the added benefits of utilizing most Washington state libraries, where a majority of NOLS' ILL requests originate and are lent from. Keeping it as local as possible helps with shipping costs and provides better, faster service for NOLS' patrons and borrowing libraries.

6. Steps taken to verify that these features are not available elsewhere:

- ☐ Other brands/manufacturers were examined
- ☐ Other vendors were contacted (please list phone numbers and names, and explain why these were not suitable).
- ☒ Other vendors were not found or available.

Form completed by:

Erin Shield, Collection Services Manager
Name/Title

7-7-2023
Date



Invoice 1000322425

Invoice Date: 7/01/2023
Total Amount Due
\$32,564.01
Due Date: 8/15/2023

6565 Kilgour Pl
Dublin OH 43017-3315
United States
P: +1-833-491-1304 • Int: +1-614-764-6011
Federal Tax ID: 31-0734115
DUNS: 06-358-7745
UEI: F2CMCKN6DAD7

OCLC Symbol
NOQ

Terms:
Net 45

Customer Account ID
35318

Bill To

Erin Shield
North Olympic Library System
2210 S Peabody St
Port Angeles WA 98362
United States

Ship To

North Olympic Library System
2210 S Peabody St
Port Angeles WA 98362
United States
OCLC (ship to) symbol: NOQ

Item Code	Item	Amount
3000030	Cataloging and Metadata Subscription Service dates: 7/01/2023 - 6/30/2024	\$31,770.06
3000065	WorldShare ILL Service dates: 7/01/2023 - 6/30/2024	\$793.95

Subtotal USD	\$32,564.01
Tax Total USD	\$0.00
Total USD	\$32,564.01

Remit Address:
OCLC Inc
PO Box 5405
Denver, CO 80217-5405

For Electronic Payment:
Account Name: OCLC Inc
Bank Name and Address: KeyBank National Association
127 Public Sq. Cleveland OH 44114
FOR ACH (US Only):
Routing No: 021052053
Account No: 61654527
Type: Checking

We also accept payment by major credit card. For a credit card payment, we may impose a surcharge of up to 3.50%. The actual surcharge will not be greater than our cost of acceptance.

For questions regarding your invoice or payment please contact: acctsrc@oclc.org

See Next Page for Terms and Conditions governing this transaction.



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