

City of Kenmore



City of Kenmore - 18120 68th Avenue NE Kenmore, WA 98028 Phone: 425-398-8900
Agendas also available at www.kenmorewa.gov E-mail: cityhall@kenmorewa.gov

City Council Special Meeting

May 31, 2022 - 6 p.m.

VIA ZOOM - LINK:<https://us02web.zoom.us/j/82901038772>

US: +12532158782,,82901038772# or +13462487799,,82901038772#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 829 0103 8772

I. CALL SPECIAL MEETING TO ORDER - 6 PM

II. ROLL CALL

III. AGENDA APPROVAL

IV. EXECUTIVE SESSION

- A. Pursuant to RCW 43.30.110 (b), the City Council will now enter an executive session to discuss to real estate acquisition. The session is slated to last approximately 40 minutes; no action is expected.

EXTENDED TO 7:15 PM; NO ACTION TAKEN

V. CONSENT AGENDA

APPROVED

- A. Approve Minutes:
[City Council May 09, 2022 Regular Meeting Minutes](#)
[City Council May 10, 2022 Special Meeting Minutes](#)
[City Council May 16, 2022 Regular Meeting Minutes](#)
- B. Authorize City Manager to Approve Contract 22-C2830 with Wagner Architects and Planners for additional planning and design services for the Public Works Maintenance Facility
[Agenda Bill - Contract 22-C2830 Wagner Architects](#)
[Contract 22-C2830 Combined E-ABC](#)
[Contract 21-C2756](#)
- C. Authorize City Manager to approve Contract 21-C2754 Amendment No. 1 with PSR Mechanical for HVAC Upgrades at the Senior Center to add working days and increase the contract amount due to delays with equipment availability as a result of the pandemic
[Agenda Bill - Contract 21-C-2754 Amendment No.1](#)
[21-C2754 Senior Center HVAC Upgrades Executed](#)

[Contract 21-C2754 Amendment No. 1](#)
[Kenmore Senior Center - COP#1](#)

VI. STUDY SESSION AGENDA
DISCUSSED

- A. Plymouth Housing Affordable Housing Proposal (RFP 22-C2789) Discussion,
Presented by Assistant City Manager Stephanie Lucash and partners from
Plymouth Housing
[Agenda Bill - Affordable Housing Update for Council](#)
[Plymouth Kenmore Senior Housing - RFP Response](#)
[Presentation to City Council - Plymouth Housing Partnership](#)

VII. ADJOURNMENT

VIII. UPCOMING MEETING SCHEDULE:

- A. June 3-4, 2022 Council Retreat
June 13, 2022 Regular Meeting
June 21, 2022 Regular Meeting

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
May 9, 2022**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

CALL MEETING TO ORDER:

The virtual meeting was called to order at 7:00 p.m.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O'Cain
Councilmember David Baker
Councilmember Corina Pfeil
Councilmember Angela Kugler
Councilmember Joe Marshall
Councilmember Debra Srebnik - Excused

Staff: City Manager Rob Karlinsey
Assistant City Manager/ARPA Administrator Stephanie Lucash
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan
City Engineer John Vicente
Permit Coordinator Tela Gardner
Development Services Director Bryan Hampson
Community Development Director Debbie Bent

Speaking Guests: Ed Sterner, North Urban Human Services Alliance
David Morton, Redmond Resident
Stacey Valenzuela, Kenmore Resident
John Peeples, Kenmore Resident
Patrick O'Brien, Kenmore Resident
Matthew Halls, Kenmore Homeowner
Janet Hays, Kenmore Resident
Carl Michelman, Kenmore Business Owner
John Paul Michel, Kenmore Resident
Vicki Grayland, Kenmore Resident
Kay Fontaine, Kenmore Resident
Paul Lee, Kenmore Resident
MariLynn Yin, Seattle Resident
Phyllis Finley, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Dakota Rash, Lake Forest Park Resident
Laura O., Kenmore Resident

FLAG SALUTE

Mayor Herbig and the Council participated in the flag salute.

AGENDA APPROVAL

The agenda was approved as presented.

PROCLAMATIONS

Mayor Herbig issued the Pedestrian and Bike Safety Month Proclamation.

[Pedestrian and Bike Safety Month 2022 Proclamation](#)

Mayor Herbig issued the Affordable Housing Proclamation, and it was accepted by Ed Sterner of the North Urban Human Services Alliance.

[Affordable Housing Week 2022 Proclamation](#)

Mayor Herbig issued the Kids to Parks Day Proclamation.

[Kids to Parks Proclamation](#)

PUBLIC COMMENT

The Council took comments from the public from approximately 7:10 pm to 8:02 pm.

Timestamped link included here: <https://youtu.be/aboUpZJTqy0?t=585>

CONSENT AGENDA

- A. Approve Minutes:
 - April 11, 2022, Special and Regular Meeting
 - April 18, 2022, Regular Meeting
 - [City Council April 11, 2022, Regular Meeting Minutes](#)
 - [City Council April 18, 2022, Regular Meeting Minutes](#)
- B. Approve Total Check #s 49406 through 49501 totaling \$1,370,173.37 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 4/08/22 in the amount totaling \$185,058.47, and an ACH Payment to WA Department of Revenue in the amount of \$53,103.73, ACH Payment to KBA Inc. in the amount of \$91,553.33, and ACH Payment to KBA Inc. in the amount of \$96,827.65.
[Voucher Approval Report Dated 4/15/22](#)
- C. Receive and file the February 2022 Financial Report
[February 2022 Financial Report](#)
- D. Authorize the City Manager to Execute Contract 22-C2758, Log Boom Park Boat Rental Concession and Building Use Agreement
[Agenda Bill- Log Boom Park Boat Rental Concession & Building Use 22-C2758 Concession Agreement - Equipment Rentals 4-28-2022](#)

Councilmember Pfeil moved to approve consent items A-D. Councilmember Baker seconded the motion.

VOTE: 6 For, 0 Against, 0 Abstain. MOTION CARRIED.

BUSINESS AGENDA

- A. **Ordinance No. 22-0544, relating to Providing Fee Discount Options for Lower-Income Homeowners, Amending Section 20.053.050 of the Kenmore Municipal Code and Establishing an Effective Date, presented by Permit Coordinator Tela Gardner and Development Services Director Bryan Hampson, for Adoption**

[Agenda Bill - Hardship Fee Discount - May 2022](#)

[Ordinance 22-0544](#)

[ARCH Income Limit Table \(2021\)](#)

[Jurisdiction Examples](#)

Permit Coordinator Tela Gardner explained that following the discussion with the Council on March 14, staff was able to determine that approximately 16% of homeowners in Kenmore have incomes at or below 80% annual median income (AMI). Based on this information, staff recommend that the ordinance be adopted as presented.

MOTION: Councilmember Baker moved to Adopt Ordinance No. 22-0544 Relating to Providing Fee Discount Options for Lower-Income Homeowners, Amending Section 20.05.050 of the Kenmore Municipal Code and Establishing an Effective Date. Deputy Mayor O’Cain seconded the motion.

VOTE: 6 For, 0 Against, 0 Abstain. MOTION CARRIED.

- B. **2022 Pedestrian Facilities Plan Update, presented by City Engineer John Vicente, for Discussion**

[Agenda Bill - 2022 Pedestrian Facility Plan Update](#)

[Exhibit A- Pedestrian Facilities Plan - DRAFT 20220509](#)

City Engineer John Vicente explained that the draft plan outlines 161 projects. It also adds guidance for project creation which emphasizes the following considerations:

- Integration with the 2015 Comprehensive Plan
- Use of the existing Network
- Corner to Corner
- Sidewalk end to Corner
- Closing Gaps

In addition, projects are prioritized based on a weighted score as follows:

- Pedestrian Safety (30 pts)
- Proximity to Schools (20 pts)
- Potential Population Served (20 pts)
- Connecting the Community (16 pts)
- Network Continuity Links (15 pts)

It was projected that the total cost of the program is \$181 million; the city will pursue all appropriate grant opportunities. Mr. Vicente noted that the next steps include continued public outreach through the month of May and moving forward with final adoption on May 23, 2022.

The Council asked some questions, including the following: What strategies does the City have in place to try to keep project costs down? With the proposed Tolt River trail connection, are there possible environmental impacts? After receiving additional feedback, Mr. Vicente agreed to bring the item back for adoption on May 23, 2022.

C. Americans with Disabilities Act Transition Plan Update, presented by City Engineer John Vicente, *for Discussion*
[Agenda Bill - ADA Transition Plan Update 20220509](#)
[Exhibit A - ADA Transition Plan DRAFT](#)

Mr. Vicente reiterated information presented to the Council originally on March 14, 2022. The ADA transition plan outlines what facilities we have, suggest improvements to existing standards for compliance, and provides a transition plan with a timeframe to reach compliance. In addition, the City identifies an individual responsible for ADA compliance, and creates a grievance policy. To date, the City has completed the following:

- An inventory of our facilities in the right of way; these were separated into three distinct areas:
 - Public Right of Way
 - Public Facilities
 - Communication and Participation
- How those facilities comply or did not comply with ADA guidelines,
- Criteria used to determine priorities for upgrading facilities that do not meet with the guidelines,
- Cost estimates to complete the transition to ADA compliance, and
- Public Outreach

The cost is projected to be approximately \$20 million dollars; the City will pursue all appropriate grant opportunities. Mr. Vicente noted that next steps include finalizing the ADA Transition Plan for adopted in June 2022.

D. Pride Month Activities, *for Discussion and Direction*

MOTION: Councilmember Pfeil moved to put aside \$2,000 (\$1,500 for event registration and \$500 for related materials) for participation in Seattle’s Pride Parade. Councilmember Marshall seconded the motion.

VOTE: 6 For, 0 Against, 0 Abstain. MOTION CARRIED.

STAFF REPORTS

In-Person Public Meetings - City Attorney Dawn Reitan and City Clerk Anastasiya Warhol explained that the City will need to offer an in-person option starting June 1, 2022. The City Council reaffirmed their desire to vet a hybrid option allowing for both physical and virtual participation; staff agreed to test hybrid capabilities through mock meetings and report back.

Update on Next Steps for Renter Protections - Community Development Director Debbie Bent explained that recently City Council made a motion to revisit tenant protections to specifically discuss exempting landlords owning 4 or fewer units on May 23rd. Because the subject matter is complex, Staff need additional time to prepare materials and plan to bring this to the Council on June 13, 2022.

ADJOURNMENT

Mayor Herbig adjourned the meeting at 9:43 p.m.

Nigel Herbig, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
May 10, 2022**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O'Cain
Councilmember David Baker
Councilmember Joe Marshall
Councilmember Corina Pfeil
Councilmember Angela Kugler
Councilmember Debra Srebnik - Excused

Staff: City Manager Rob Karlinsey
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan

Speaking Guests: Andy Wappler, Puget Sound Energy
Dr. Eric Murray, Cascadia College
Morgan Damerow, Office of the Attorney General

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the Special Meeting to order at 6 pm.

AGENDA APPROVAL

The agenda was approved as presented.

PRESENTATIONS

Andy Wappler, Senior Vice President, and Chief Customer Officer presented on the partnership between Puget Sound Energy and the City of Kenmore.

[Kenmore presentation 5-10-22](#)

Dr. Eric Murray, President of Cascadia College presented on the state of the college and post-pandemic offerings.

[2022 Cascadia College - State of the College Presentation](#)

STUDY SESSION AGENDA

Morgan Damerow, an Attorney with the Office of the Attorney General, offered a refresher training on the Open Public Meetings Act (OPMA), including covering ESHB 1329.

[City of Kenmore OPMA Training Presentation](#)

ADJOURNMENT

Mayor Herbig adjourned the meeting at 8:57 p.m.

Nigel Herbig, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
May 16, 2022**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers:

Mayor Nigel Herbig
Councilmember David Baker
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember Angela Kugler
Deputy Mayor Melanie O'Cain

Staff:

City Clerk Anastasiya Warhol
City Attorney Dawn Reitan
Finance & Administration Director Leticia Salcido
Environmental Services Manager Richard Sawyer
Administrative Specialist Sammie Roeun
Garrett Oppenheim, Policy Analyst
Janet Quinn, ARPA Administrative Specialist
Samantha Loyuk, Senior Planner
Development Services Director Bryan Hampson
Stephanie Brown, Volunteer & Events Coordinator

Speaking Guests:

Assistant City Manager/ARPA Administrator Stephanie Lucash
Brian Johnston, Behind the Badge Foundation
Debra Alderman, U.S. Coast Guard Auxiliary
Tracey Banaszynski, Kenmore Resident
Dakota Rash, Lake Forest Park Resident
Angie Gerrald, Ballard Resident
Matthew Halls, Kenmore Homeowner
Ed Ferrer, Kenmore Resident
Jay Fritz, Kenmore Resident
Jim Howard, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
John Peeples, Kenmore Resident
Patrick O'Brien, Kenmore Resident
Kay Fontaine, Kenmore Resident
Julian Loh, Puget Sound Energy
Elizabeth Mooney, Kenmore Resident
Nancy@Glenwood Gardens, Kenmore Resident
Victoria Grayland, Kenmore Resident
Angela Pietschmann, Cascadia Environment Group
Deanna Gregory, Bond Counsel

CALL MEETING TO ORDER – 7:00 PM

Mayor Herbig called the regular meeting to order.

FLAG SALUTE

Mayor Herbig led the Council in the flag salute.

AGENDA APPROVAL

The agenda was approved as published.

PUBLIC COMMENT

The Council took comments from the public from approximately 7:04 p.m. to 7:49 p.m.

Timestamped link included here: <https://youtu.be/tfwcxletDu0?t=264>

PROCLAMATIONS

Mayor Herbig issued the Peace Officer's Memorial Day Proclamation; it was accepted by Brian Johnston, Executive Director of Behind the Badge Foundation.

[Peace Officers Memorial Day Proclamation](#)

Mayor Herbig issued the Safe Boating and Paddling Week Proclamation; it was accepted by Debra Alderman of the U.S. Coast Guard Auxiliary and Steve Holmes of WhatsSup Rentals.

[Safe Boating and Paddling Week Proclamation](#)

Mayor Herbig issued the Public Works Week Proclamation; it was accepted by Kenmore Public Works Crew Team member Anna Arnott.

[Public Works Week Proclamation](#)

CONSENT AGENDA

- A. Approve Minutes:
[City Council April 25, 2022, Regular Meeting](#)
- B. Approve Total Check #s 49502 through 49604 totaling \$1,580,147.23 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 4/22/22 in the amount totaling \$237,817.22, and a Property Purchase Wire Transaction in the amount of \$603,006.42, ACH Payment to Thomco Construction in the amount of \$603,235.42, and ACH Payment to US Bank Purchase Cards in the amount of \$19,186.69.
[Voucher Approval Report Dated 4/29/222](#)

MOTION: Councilmember Kugler moved to approve the consent agenda including items A-B outlined above. Councilmember Baker seconded the motion.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT.

A. **Climate Action Plan (CAP), presented by Environmental Services Manager Richard Sawyer, and Cascadia Environmental Group, for Adoption**

[Agenda Bill - Climate Action Plan Adoption](#)
[Adoption Memorandum - Cascadia Consulting Group](#)
[Climate Action Plan - 2022 FINAL](#)

Environmental Services Manager Richard Sawyer fielded final comments from the City Council. The Council expressed support and excitement for the plan as proposed. In addition, the Council agreed that resourcing and staffing the plan, along with routine check-ins, will be important.

MOTION: Deputy Mayor O’Cain moved to adopt the Kenmore Climate Action Plan (CAP). Councilmember Baker seconded the motion.
VOTE: 7 Yes, 0 No, 0 Abstain, MOTION CARRIED.

B. **Limited Tax General Obligation Bond In the principal Amount of Not to Exceed \$6,600,000 to reimburse the City for Land Acquisition and Public works Facility Construction Costs, Ordinance 22-0548, presented by Finance & Administration Director Leticia Salcido and Bond Counsel, first Reading**

[Agenda Bill-LTGO Bonds, Proposed Ordinance, and Exhibits - Updated 5.11.22](#)

Finance and Administration Director explained that the proposed ordinance for financing in the amount of 6.6 million, consisted of construction costs in the amount of \$4 million, and reimbursement for the purchase of property in the amount of \$2.6 million dollars. The property was acquired specifically for the purpose of a public works facility. The financing is a tax-exempt limited tax general obligation bond. This is a private placement with Banner Bank structured as a line of credit. The interest rate is 3.45% for 22 years with semi-annual interest payments (interest only during the first 24 months).

The Council asked questions about how the City arrived at the financing option, possible impacts to the average homeowner, and if the costs would change significantly if the Public Works Shop was sited differently.

MOTION: Councilmember Srebnik moved to Adopt Ordinance No. 22-0548, an ordinance of the City of Kenmore Washington, authorizing the issuance of a limited Tax General Obligation Bond in the principal amount of and not to exceed \$6,600,000 to finance and/or reimburse the City for costs related to the acquisition of land and construction of a public works facility and to pay costs of issuing the bond; providing the form, terms and covenants of the bond; authorizing the sale of the bond to Banner Bank; and providing for other matters relating thereto. Mayor Herbig seconded the motion.
VOTE: 6 Yes, 1 No, 0 Abstain, MOTION CARRIED.

C. **American Rescue Plan Act (ARPA) Work Program, presented by Assistant City Manager/ARPA Administrator Stephanie Lucash, for Adoption**
[City Council Agenda Bill - ARPA Work Program - May 2022 - Updated 5.11.22](#)
[ARPA Presentation to Council](#)

Assistant City Manager/ARPA Administrator Stephanie Lucash, Policy Analyst Garrett Oppenheim, and ARPA Administrative Specialist Janet Quinn, reiterated that, according to the Balancing Act community engagement exercise, the top four candidate programs to be funded by ARPA dollars are as follows:

1. Business Assistance (\$175,000) already approved at March 28, 2022, Meeting
2. Homelessness Response Pilot Program (\$50,000)
3. Catch Up Learning and Childcare Support (\$100,000)
4. Human Services Funding (\$250,000)

This will leave \$425,000 in funds scheduled to be allocated later in 2022.

The Council discussed the presented ARPA allocations and offered additional comments.

MOTION: Deputy Mayor O’Cain moved to Adopt a \$575,000 American Rescue Plan Act Work Program for 2022-26 to include a Homelessness Response Pilot Program, Catch Up Learning and Childcare Support, Human Services Funding and Business Assistance. Councilmember Kugler seconded the motion.

VOTE: 7 Yes, 0 No, 0 Abstain, MOTION CARRIED.

STUDY SESSION AGENDA

- A. **Kenmore Tree Regulations, proposed Amendments, presented by Senior Planner Samantha Loyuk and Policy Intern Garrett Oppenheim, for Discussion and Direction**
[Agenda Bill - 2022 Tree Regulation Amendments](#)
[Attachment 1 - List 1 and 2](#)
[Attachment 2 - Tree Regulation - List 2 Presentation](#)
[Attachment 3 - Draft Exceptional Trees Ordinance](#)

Senior Planner Samantha Loyuk explained that the following items were included on List 1 and were discussed at the December 6, 2021 Council meeting and adopted by Council on March 21, 2022:

1. Change the definition of “significant tree” so it includes smaller ‘diameter at breast height’ (DBH) trees.
2. Revise tree retention requirements so certain “nuisance species” (i.e., cottonwood and alder) do not receive credit for retention. This will encourage retention of preferred species that are expected to thrive long term.
3. Codify the tree removal application process for existing single-family residences (code clean up item).
4. Update the removal penalty language for consistency (code clean up item).
5. Have tree removal permits valid for a shorter period so replacement trees get into the ground faster.

The following items were included on List 2 and are the subject of this evening’s discussion:

1. Increase the tree density requirements for new development.
2. Decrease yearly allowances for single-family tree removal.
3. Always require replacement.
4. Establish an exceptional tree program (Attachment #3)

Ms. Loyuk also explained that the proposed new regulations will result in increased staff workloads such as permit processing, plan review, and code enforcement. The Council discussed the proposed elements of List 2 suggestions and raised questions, such as: If a property owner is allowed to remove two trees, do they need to replace it with two trees? What is the replacement ratio? How big or how small do the replacement trees need to be? Do the replacement trees need to be native? Can we explore allowing removal of exceptional trees every other year only? Are the penalties clear in the proposed ordinance?

The Staff agreed to return to the Council to continue the discussion.

STAFF REPORTS

Summer Events Update – Volunteer & Events Coordinator Stephanie Brown highlighted the following 2022 Summer Special Events:

- June – Wednesday Farmers Market begins
- May 21 – Movie @ Town Square – MOTHERLOAD
- Celebrating 20 years of Summer Concert Series – St. Edward State Park, July
- July 26 – Movie @ Town Square – ENCANTO
- August 4 – Kids Concert at Town Square
- August 9 – Log Boom Park Ribbon Cutting
- August 11- West Sammamish River Bridge Opening Celebration
- September 24 – Fly Away 5K

Hybrid Meetings Update – City Clerk Anastasiya Warhol provided a project status update and invited the City Council to participate in a formal Mock Hybrid Meeting scheduled for Friday May 20, 2022.

COUNCILMEMBER REPORTS & COMMENTS

The Council agreed to discuss Coffee with Council at a future meeting.

ADJOURNMENT

Mayor Herbig adjourned the meeting at 10:00 p.m.

Nigel Herbig, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



City Council Consent Agenda Item

City of Kenmore, WA

<p>Subject/Topic: Public Works Maintenance Facility Planning and Pre-design</p> <p>Proposed Council Action/Motion:</p> <p>Authorize City Manager to approve Contract 22-C2830 with Wagner Architects and Planners for planning and design services of the Kenmore Public Works Maintenance Facility.</p>	<p>For Council Meeting Agenda of: May 31, 2022</p> <p>Department: Public Works Operations Prepared by: Jennifer Gordon, Public Works Operations Manager</p> <p style="text-align: right;"><u>Initial & Date</u></p> <p>Approved by Department Head: <u>JG 5.27.22</u> Approved by City Attorney: Approved by Finance Director: <u>LS 5.27.22</u> Approved by City Manager: <u>RGK 5-27-22</u></p> <p>Exhibits/Attachments: Contract 21-C2756 Contract 22-C2830</p>
<p><u>INFORMATION/BACKGROUND:</u></p> <p>The City originally entered into Contract 21-2756 with Wagner Architects and Planners on October 14, 2021, for planning and design services of the Public Works Maintenance Facility. The initial work within the contract included current and future operations programs analysis, conceptual design ideas, and support for presenting the concepts to the City Council and the Planning Commission for the planned re-zone of the properties purchased in 2021.</p> <p>The conceptual designs staff presented to Council during the last quarter of 2021 proactively used a more environmental approach to the development, given city staff was also working on Kenmore's Climate Action Plan for adoption sometime in 2022. The goal of this approach would be to develop a carbon-neutral or even a regenerative public works facility that would potentially be a first of its kind in the region. Environmentally sustainable elements to protect the natural environment and reduce greenhouse gases could include:</p> <ul style="list-style-type: none"> • Solar power generation by maximizing solar panels on most every roof on the site • Cisterns to collect rainwater to be used for site irrigation and toilets • Geothermal (or equivalent) heating and cooling • Tree retention and new plantings of native trees and shrubs • Low impact development methods <p>Staff presented this environmentally oriented conceptual design to both City Council and the Planning Commission; however, the City Council directed staff to come back with an option, for comparison purposes, with a reduced footprint and a more standard approach to developing the site.</p>	

Staff has also been tasked with getting more accurate cost estimates for the two options before Council can provide direction. Staff recommends executing a new contract with Wagner Architects and Planners to do this work planning and design work.

The Scope of Work for Contract 22-C2830 will be:

Task One: Expand and Confirm Program Requirements

The intent of Task One is to confirm needs, requirements, and constraints. It will include confirmation of all typical requirements but will also clearly discuss and define environmental goals and approaches to achieve these goals. We recommend looking at other successful Public Works facilities during this phase to help structure operational ideas as well as construction solutions.

- Operational Program
- Code Review
- Environmental Goals
- Community Goals
- Constraints and Expectations
- Green Design Workshop

Task Two: Outline Two Different Approaches to Design

This Task would delineate two different approaches to use of the property and approaches to design. Each would include comparative costs for both design and development. The costs will be developed in enough detail that the City can agree on a budget for design and construction.

- Design Options
- Cost Estimates

The estimated net carbon footprint, as well as maintenance and utility cost estimates, will be included in the comparison of the two options.

Task Three: Refine Final Approach to Design and Development

Based on City Council Direction, the approach to design and development would be refined to incorporate the review and direction.

- Design Contract
- Project Schedule
- Project Budget
- Project Design Goals & Requirements

FISCAL CONSIDERATION:

Contract 22-C2830 costs will be based on the rates set forth in Exhibit B in a sum not to exceed \$200,000 to be charged to the project. The City Council recently approved financing for the project, bringing total current available funding to \$10 million.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Several points from Kenmore's 20-Year Vision as adopted in the Comprehensive Plan: . . . we see Kenmore as a fun, vibrant waterfront community that:

- Supports recreation and health through well-maintained parks, trails, and open spaces;
- Protects natural and environmentally sensitive areas, significant open space, trees, and air and water quality;

- Provides a safe, reliable and effective system of streets, sidewalks, bikeways, trails, and transit routes . . .;

Council Priority #2: Develop a Kenmore Climate Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration.

Organizational Service Vision: Propelling Kenmore Upward: We create a thriving community where all people love where they live.

City of Kenmore Contract No. 22-C2830

CONSULTANT CONTRACT

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Wagner Architects and Planners, ("Consultant") whose principal office is located at 1916 Pike Place, Seattle, Washington, 98101.

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit "B."

X A sum not to exceed \$200,000.00

___ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 30, 2022 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

H. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which

funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Phone No.: _____

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONSULTANT

CITY OF KENMORE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

WAGNER
ARCHITECTS
••PLANNERS
1916 PIKE PLACE
SEATTLE WA 98101
206 • 448 • 2528
FAX • 441 • 6184
wagnerarchitects.com

May 16, 2022
Ms. Jennifer Gordon
Public Works Operations Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

Subject: Proposal for Consultant Services: New Public Works Facilities

Ms.Gordon:

This letter outlines a proposed extension to our contract for pre-design services in the development of new City of Kenmore Public Works facilities on NE 202nd Street in Kenmore, WA. The purpose of this work is to delineate alternate approaches to development so that the City Council can approve a direction for design. The first approach will approach design as a private developer might. The second approach would approach design in a way that advances the City's Climate Action Plan policies and goals.,

BACKGROUND AND UNDERSTANDING OF THE WORK

The City acquired a property specifically for the proposed facility. Development as a maintenance base requires a zoning change and that change is expected to be complete by the end of July. Before acquisition the City reached out to neighbors to identify any potential concerns and opposition. Concerns were expressed about the potential visual and traffic impact of development.

In 2021, the City retained Wagner Architects to illustrate potential site development. Wagner worked with City staff to identify operational requirements and to define a space program to guide initial planning. That program should now be critically reviewed and confirmed before the beginning of design.

Using this preliminary program, Wagner then provided concept development drawings for the Planning Commission in support of the proposed zoning change. The concept proposal attempted to be Environmentally and Community Friendly. It screened neighbors, saved significant growths of trees, and allowed for solar optimization. It addressed concerns of traffic impact by limiting driveways and by offering the potential for separate student access to the adjacent school.

The City now wishes to identify a clear direction for design and a budget for development. This proposed contract extension is intended to provide the City Council with choices and recommendations for both design direction and budget.

We should note that as a project evolves, there are often refinements and changes in both direction and budget. The cost of the project may change with more detailed design or because of changes in market conditions. City policies may evolve or real needs may change. This contract extension will provide recommendations for the next phase of detailed design. Detailed architectural design it will be submitted in phases to allow sequential review by the City. Adjustments to scope and budget can be made as the design evolves.

SCOPE OF WORK

Task One: Expand and Confirm Program Requirements

The intent of this Task is to confirm needs, requirements, and constraints. It will include confirmation of all typical requirements, but will also clearly discuss and define Environmental goals and approaches to achieve these goals. We recommend looking at other successful Public Works facilities during this phase to help structure operational ideas as well as construction solutions.

- A. Operational Program
 - Confirm the City's operational and design requirements.
 - Observe existing operations and facilities and ask users to tell us what works and what could be improved.
 - Should the development include or allow for additional activities now at City Hall?
- B. Code Reviews
 - Identify all code and permit requirements
- C. Environmental Goals
 - The purpose of this Task is to explore ideas to promote the City's Climate Action Plan policies. It would identify development choices and the impacts of each on budget and schedule.
 - Identify already expressed goals and ideas
 - Workshop with City and consultants to discuss goals and programs
 - Identify potential consultant fees associated with goals and programs
 - Identify potential capital costs associated with goals and programs
- D. Community Goals
 - How should the development interact with its neighbors?
 - What amenities could be included?
 - Should development include any community use facilities?
- E. Constraints and Expectations
 - Identify budget constraints and goals for design and construction
 - Identify schedule constraints, goals and requirements
 - Identify any existing commitments and expectations for development

Process:

- Interviews and observations
- Green Design Workshop

Deliverables:

- Written summaries of each work element.
- A refined operational program.
- A summary of applicable code and permit requirements.
- A summary of community goals and potential project impacts
- A Notes from meetings and discussions

The summary report on Environmental Goals will be used to guide the choices in Task Two.

Task Two: Outline Two Different Approaches to Design

This Task would delineate two different approaches to use of the property and approaches to design. Each would include comparative costs for both design and development. The costs will be developed in enough detail that the City can agree on a budget for design and construction.

Deliverables:

- Narrative description of each approach
- Alternate Approaches to Construction Delivery: 1 or more construction contracts. This could include a first contract for site work followed by a second contract for buildings and site completion.
- Potential Consultant Fees
- Potential Construction Costs
- Potential Development Schedules for Design and Construction
- A capital cost estimate.

Presentation drawings could be prepared at this phase.

Process:

- Meetings with City Staff
- Presentation to the City Council

Task Three: Refine Final Approach to Design and Development

Based on City Council Direction, the approach to design and development would be refined to incorporate the review and direction.

Deliverables:

- Design Contract
 - With schedule
 - With budget
 - With clearly stated design goals and requirements

The proposed scope of work will include several disciplines working as sub-consultants to Wagner. Most proposed consultants have worked with Wagner on similar projects, or they have experience with Kenmore or with the site. We generally recommend working with small offices or offices where the principal is actively involved in the design work. The results of the Green Workshop may suggest alternatives.

Landscape Architects: The Berger Partnership

Berger is well known to the City. They have suggested 3 different project managers, the City is most familiar with Guy Mich..

Civil Engineers: Coughlin Porter Lundeen

CPL was the civil engineer for the adjacent junior high and already have familiarity with the site. They would also be able to quickly complete a first site development contract if the City decides on this approach.

Structural Engineering: Frank Co., Liz Fekete

This is a small firm with whom we work whenever possible
We have worked with Liz on similar projects, including a new Public Works facility for Kent with 12 buildings on 22 acres

Structural Engineering: DCI

DCI were structural engineers on the Bullitt Building and are large enough to have specialists in Sustainable Design
Wagner has worked with DCI on similar facilities in Shoreline, Bothell, Kirkland, Redmond, and Issaquah.

Mechanical and Electrical Engineering: Tress West

Wagner has worked on similar facilities with TW in Shoreline, Bothell, Issaquah, Kirkland, Kent, and Wenatchee

Sustainability: PAE: PAE, "Sustainable Engineering," Electrical and Mechanical

Engineers. This is a very large firm with specialists in sustainability. They were engineers for Bullitt Building.

Cost Estimator: Project Delivery Analysts, Bill Jones

Wagner is working with PDA on projects for Kent, Burien, and Issaquah

Solar Design: MZ Solar Consulting. Michiel Zuidweg

Wagner worked with MZ on a 13,000 solar array for a San Juan Co Public Works Operation Center on San Juan Island

Building Envelope: Wetherholt Associates, Don Davis

Geotechnical Work: Shannon Wilson

Survey: Axis Surveyors Wetlands:

Watershed

Page 27 of 127

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$_____
Previous payments	\$_____
Current request	\$_____
Balance remaining	\$_____

Approved for Payment by: _____ Date: _____

City of Kenmore Contract No. 21-C2756

CONSULTANT CONTRACT

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Wagner Architects and Planners, ("Consultant") whose principal office is located at 1916 Pike Place, Seattle, Washington, 98101.

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit "B."

X A sum not to exceed \$50,000.00

___ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending April 30, 2022 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
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E. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

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C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

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15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which

funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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City Clerk
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Robert Wagner
Wagner Architects
1916 Pike Place
Seattle, WA 98101
Phone No.: 206 448-2528

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

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CONSULTANT

By: Robert Wagner
Robert Wagner (Oct 14, 2021 12:10 PM)

Title: Principal

Date: Oct 14, 2021

CITY OF KENMORE

By: Bob Karlinsky
Bob Karlinsky (Oct 14, 2021 12:01 PM)

Title: City Manager

Date: Oct 14, 2021

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following:

11 October, 2021
Richard Sawyer, Environmental Services Manager
Jennifer Gordon, Public Works Operations Manager
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

WAGNER
ARCHITECTS
••PLANNERS
1916 PIKE PLACE
SEATTLE WA 98101
206 • 448 • 2528
FAX • 441 • 6184
wagnerarchitects.com

Subject: Planning and Design Services for City of Kenmore Public Works Facilities

This letter outlines a proposed scope of work to prepare a Development Program, Concept Plans and Sketches, and Documentation to support a Zoning Change for new Kenmore Public Works facilities.

UNDERSTANDING OF THE WORK

The City of Kenmore seeks to develop a permanent maintenance base for Public Works Maintenance operations. The facilities will also accommodate other City offices. The planning should allow for future growth and change. Facilities should not be quickly outgrown.

The City has purchased a site at 6450, 6506 & 6520 NE 202ND ST, but the site needs to be rezoned. The zoning process requires that a site plan and building concepts be complete by the first week of December review by the Planning Commission. These documents will help justify the request for rezoning. A final plan for site use and building configuration will evolve as additional time is spent on the project after a rezone is approved.

Preliminary programs and site plans were prepared in 2019 and available for review, but the program is no longer current and the site plans are not relevant for this site.

The City has a recent survey of the Moore property. The City will have that survey extended to include the entire site.

The City would like to consider developing a "Net Zero Energy Use" development. As well as other environmentally sustainable methods and treatments for the building and the site.

SCOPE OF WORK

The work in this contract will first provide necessary drawings and documentation for the rezone.

The preliminary "Master Plan" for the site for zoning support will include a site plan, simple 3-dimensional rendering/s of a development concept, and narratives describing the potential site use.

TASK ONE: WORK PLAN

- A. Kick Off Meeting with City, tour existing facilities, tour site
- B. Confirm goals, schedule, participants, and roles.
- C. Establish Steering Committee, Approval Process and Milestone dates.

DELIVERABLE: Written Work Plan in October

TASK TWO: DEVELOPMENT PROGRAM

- A. Program for City Facilities
 - o Visit existing facilities and meet with existing staff to request input
 - o Identify potential activities to be accommodated
 - o Agree on how to allow for growth and change
 - o Prepare draft program including allowance for growth
Staffing, Vehicles, Significant equipment, Interior space, Yard space

Review with City
Refine

- B. Other program Goals
- Relationship to Neighborhood
 - Budget
 - Schedule
 - Discussion of "Net Zero" design
 - Prepare draft summary for review
- Review with City
Refine

DELIVERABLE: Written Development Program in October/November

TASK THREE: SUPPORT FOR REZONE

- A. Description of Existing Site and Potential Code Requirements
- From information provided by the City
 - Site Survey
 - Geo-technical characteristics
 - Storm Water, Sanitary Sewer, Water Services
 - Power and Data Discussion
 - Code Requirements and Restrictions for "Public" and "Semi-Public" zoning
 - Lot Coverage of Buildings
 - Impervious Surfaces
 - Landscaping
 - Setbacks
 - Critical Areas
 - Significant Trees
 - Other
 - Prepare Base Map for Site Layouts
- B. Site Plan and Concepts to support zoning change
- Existing and Potential Site Plan
 - Building Concepts
 - Simple Rendering/s of Potential Development
 - Narrative
 - Discussion on Use
 - Discussion on traffic
 - Discussion on other community impacts, noise, lights, dust

DELIVERABLES: November/Early December

A. Base Map: October

B. Site Plan: Site Plans: November

C. Renderings of Site Concepts: November/December

D. Documentation for Zoning Change: November/December

TASK FOUR: OTHER

- Provide Notes from Commission Meeting
- Refine plan/concepts after Planning Commission Review

DELIVERABLES: December

A. Notes from Meeting

B. Revised Drawings and Documentation



Robert Wagner

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

CITY OF KENMORE														
Public Works Maintenance Facility Study														
Estimated Fees														
Wagner Architects														
Note these fees are based on estimates of time and expenses for individual tasks.														
The real time and expenses may vary between tasks and individual staff time within the total.														

PAGE 2 of 2
OCTOBER 11, 2021

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$_____
Previous payments	\$_____
Current request	\$_____
Balance remaining	\$_____

Approved for Payment by: _____ Date: _____









Contract 21-C2756

Final Audit Report

2021-10-14

Created:	2021-10-14
By:	Jennifer Gordon (jgordon@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5KL3dh8xzdKgUWyAjjWchKzJhbXam5vU

"Contract 21-C2756" History

-  Document created by Jennifer Gordon (jgordon@kenmorewa.gov)
 2021-10-14 - 7:08:38 PM GMT- IP address: 50.235.209.34
-  Document emailed to Robert Wagner (rw@wagnerarchitects.com) for signature
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-  Email viewed by Robert Wagner (rw@wagnerarchitects.com)
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-  Document e-signed by Robert Wagner (rw@wagnerarchitects.com)
 Signature Date: 2021-10-14 - 7:15:24 PM GMT - Time Source: server- IP address: 24.56.213.62
-  Document emailed to Rob Karlinsey (rkarlinsey@kenmorewa.gov) for signature
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-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
 Signature Date: 2021-10-14 - 7:51:28 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Agreement completed.
 2021-10-14 - 7:51:28 PM GMT



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City Council Business Agenda Item

City of Kenmore, WA

<p>Subject/Topic: Contract 21-C2754 Senior Center HVAC Upgrades</p> <p>Proposed Council Action/Motion: Authorize City Manager to approve Contract 21-C2754 Amendment No. 1 with PSR Mechanical for HVAC Upgrades at the Senior Center.</p>	<p>For Council Meeting Agenda of: May 31, 2022</p> <p>Department: Public Works Operations Prepared by: Jennifer Gordon, Public Works Operations Manager</p> <p style="text-align: right;"><u>Initial & Date</u></p> <p>Approved by Department Head: <u>JG 5/26/2022</u> Approved by City Attorney: <u>DR 5/9/2022</u> Approved by Finance Director: <u>LS 5/27/2022</u> Approved by City Manager: <u>RGK 5/27/2022</u></p> <p>Exhibits/Attachments: Contract 21-C2754 Contract 21-C2754 Amendment No. 1 Change Order Proposal No. 1</p>
<p><u>INFORMATION/BACKGROUND:</u></p> <p>At the beginning of the Covid-19 Pandemic, we knew very little about how the virus spread. As the research evolved it was determined that the virus was primarily spread through respiratory droplets. When people cough and sneeze, they expel not only large droplets but also smaller airborne particles that can stay aloft and be transported around buildings. Buildings with poor air circulation and/or have Heating Ventilation and Cooling (HVAC) systems that recirculate air are at a higher risk for spreading disease. Air quality can be improved by increasing filtration level and retrofitting existing systems with other layers of protection like UV lighting and Bi-polar Ion air purifiers.</p> <p>The City did retrofit HVAC equipment with a variety of different layers of protection at City Hall, Hangar and at the Post Office building based on availability. However, the Kenmore Senior Center only had baseboard heating that had no circulation and no air conditioning.</p> <p>City Council approved the original contract replace the Senior Center baseboard heating with a new HVAC system during the Council Meeting on October 11, 2021, for an amount not to exceed \$55,000 and for the work to be completed within 180 days. The work itself would only take a couple of weeks to complete but we knew getting the equipment and materials to do the work had a long lead time due to pandemic supply chain delays.</p> <p>The materials have taken much longer than originally anticipated and the longer the wait, inflation continues drive costs up. Staff is asking Council to amend the original contract to extend the number of days to complete the work and increase the contract amount to cover the rising costs.</p>	

Staff is asking to extend the contract for an additional 75 calendar days and increase the not to exceed contract amount from \$55,000 to \$78,800.00. The increased not to exceed contract amount includes the escalation of electrical equipment and materials, sales tax and a 15% contingency for any unexpected equipment and/or materials cost escalations.

FISCAL CONSIDERATION:

The proposed work will be funded within the General Fund.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Supports the safety, health, and welfare of all of its citizens.

City of Kenmore Contract No. 21-C2754

**City of Kenmore
Limited Small Works Contract**

THIS AGREEMENT is entered into the date last below written between the CITY OF KENMORE, a Washington municipal corporation ("City") and PSR Mechanical, ("Contractor").

The parties agree as follows:

1. Contractor Services.

1.1 The Contractor shall perform the following services for the City: HVAC Upgrades at the Kenmore Senior Center; see Kenmore Senior Center HVAC Upgrades Project Proposal/Exhibit "A".

1.2 The Contractor shall furnish at its own cost and expense all labor, tools, equipment and materials required. The Contractor shall construct and complete in a good workmanlike manner, and to the satisfaction of the City, the work designated, described and required by the applicable plans, specifications and approved proposal for construction of the improvements, all of which documents are a part of this Agreement.

2. Time of Completion. The Contractor shall commence work within 5 days after issuance of Notice to Proceed by the City, and shall complete the work within 180 calendar days from the City's issuance of the Notice to Proceed.

3. Compensation and Method of Payment. The Contractor shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Contractor:

[Check applicable method of payment]

X According to the rates set forth in Exhibit "A".

X A sum not to exceed \$55,500.00

 Other (describe): _____

The Contractor shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval.

3.1 Bonds/Retainage. No Bid Bond is required. No Contract Bond (Payment & Performance Bond) is required. No retainage is required. The City waives bond and retainage requirements per RCW 39.04.155(3); however, the City has the right of recovery against the Contractor for any payments made on the Contractor's behalf.

3.2 Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. Termination.

This City may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

4.1 The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.

4.1 The Contractor's failure to complete the work within the time specified in this Agreement.

4.1 The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

4.1 The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances.

4.1 The Contractor's filing for bankruptcy or being adjudged bankrupt.

If the City terminates this Agreement for good cause, the Contractor shall not receive any further monies due under this Agreement until the Contract work is completed.

5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor.

6. Prevailing Wages. This Agreement is subject to the prevailing wage requirements of Chapter 39.12 RCW, as now in effect and hereafter amended. The hourly wage paid to all laborers, workers or mechanics for the work under this Agreement shall be not less than the prevailing rate of wage in King County, Washington. The Contractor is responsible for determining the correct laborer, worker or mechanic classifications for prevailing wages. The prevailing wages shall be as of the date of the quotation submitted by the Contractor to the City, and are available at the Department of Labor and Industries website at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates>. A copy of the applicable prevailing wages is available for viewing at City Hall at the address shown in paragraph 19 of this Agreement. The City will mail a hard copy of the applicable prevailing wages to the Contractor upon request. Prior to making any payment under this Agreement, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wages." The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that that prevailing wages have been paid by the Contractor and all subcontractors. Following acceptance of work, the Contractor shall submit an "Affidavit of Wages Paid." The Contractor may use the process described in Exhibit "E" for prevailing wage reporting.

7. Changes.

7.1 The City may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within 14 calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

7.2 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within 14 calendar days, provide a signed written notice of protest to the City that states the date of the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete

records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

7.3 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

7.4 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7.5 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

8. Claims. The Contractor shall give written notice to the City of all claims other than change orders within 14 calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph 7.1 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within 120 calendar days from the date the work is completed.

9. Warranty. The Contractor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within 7 days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the City may complete the correction and the Contractor shall pay all costs incurred by the City to accomplish the correction.

10. Indemnification.

10.1. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor, its officers, officials, employees and agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

10.4. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Insurance.

11.1 The Contractor shall procure and maintain for the duration of this Agreement, the following insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of work under this Agreement by the Contractor, its officers, employees and agents:

11.1.1 Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

11.1.2 Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

11.2 Before commencing work under this Agreement, the Contractor shall provide to the City a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

11.3 Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of Contractor, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

11.4 The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given 30 days' prior written notice of any cancellation, suspension or material change in coverage.

12. Miscellaneous.

12.1 Subletting or Assigning Contract. The Contractor shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the City.

12.2 Extent of Agreement Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

12.3 Work Performed at Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

12.4 Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Agreement, or to exercise any option contained in this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

12.5 Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on 3 calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

City of Kenmore

Jennifer Gordon
Public Works Operations Manager
18120 68th Ave. NE
Kenmore, WA 98028-0607
(425)398-8900

CONTRACTOR

Nick Hryciuk, Project Executive
PSR Mechanical
3132 NE 133rd ST
Seattle, WA 98125
(425) 308-9951

12.6 Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12.7 Compliance with Laws. The Contractor shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the work to be done under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of 11/24/2021.

CONTRACTOR

CITY OF KENMORE

By 

By 
Rob Karlinsey (Nov 24, 2021 14:35 PST)

Name David Parks

Rob Karlinsey
City Manager

Title President

EXHIBIT A



3132 NE 133rd Street
Seattle, WA 98125
(206) 367-2500
www.psrmechanical.com

Kenmore Senior Center HVAC Upgrades

Project Proposal PP 214344

May 11, 2021
Revised August 18, 2021

Prepared for:

City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

PSR Mechanical | Project Proposal PP214344

Client Objectives

Annex Building HVAC Upgrade

- The existing Annex Building is being remodeled and the existing baseboard heaters are being removed. We are providing a modern heat pump and ventilation system to serve the remodeled Annex Building.

Cottage Building HVAC Upgrade

- The existing Cottage Building baseboard heaters are having control issues or are not functioning. We are providing modern heat pumps and ventilation systems to serve the two offices, Living Room and Rec Room. Spaces that are not served by the heat pump systems will need to retain their existing baseboard heaters for freeze protection.

PSR Mechanical | Project Proposal PP214344

Project Agreement

By and Between

Company:

PSR Mechanical
3132 NE 133rd Street
Seattle, WA 98125
(206) 367-2500

(Herein after referred to as "Company")

Client:

City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028

Jennifer Gordon
(Herein after referred to as "Client")

and

Company will provide the enclosed scope of work [PP214344, Senior Center HVAC Upgrade] at the following location(s):

Kenmore Senior Center
6910 NE 170th St
Kenmore, WA 98028

Scope of Work

Provide and install HVAC Replacement per PSR Mechanical design. Design is based on PSR site visit conducted on 4/21/2021.

Annex Building:

1. One (1) new Carrier model #38MAQB18R/#40MBCQ18 split system heat pump, as follows:
 - Nominal 1.5-ton
 - 20.0 SEER
 - Wall-mounted indoor cassette
 - Outdoor unit located on existing concrete pad
 - 208 volt / 1 ph
 - Wall-mounted remote temperature control
2. One (1) new American Aldes model #H150-TRG heat recovery ventilator, as follows:
 - Polypropylene heat recovery core
 - 65% Sensible Recovery Efficiency
 - Ventilator located in attic space
 - Digital multifunction controller
 - 156 W supply fan motor
 - 120 volt / 1 ph
 - Electronically and independently adjust supply and exhaust blowers
 - 100 CFM @ 0.55 inch ESP
 - 24-gauge pre-insulated unit cabinet
 - Neoprene and Cork isolation pads mounted on timber boards
 - Two (2) MERV6 Filters

August 18, 2021

Confidential & Proprietary

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PSR Mechanical | Project Proposal PP214344

3. Distribution ductwork, supply diffusers and return grills, as follows:
 - One (1) new flexible supply air branch duct
 - One (1) new flexible return air branch duct
 - One (1) new flexible exhaust air branch duct
 - One (1) new flexible outside air branch duct
 - One (1) new supply grille to serve Annex building
 - One (1) new return grille to serve Annex building
4. Two (2) new rooftop galvanized sheet metal vents with flashing. Final roofing not included.
5. Refrigeration piping and specialties, as follows:
 - All new refrigeration copper piping line set from indoor to outdoor unit.
 - New pipe supports and hangers.
 - Piping insulation including jacketing to protect insulation from UV and birds.
 - New 3 in. hole penetration at exterior wall for piping run.
 - Pressure test, evacuate and charge refrigeration piping.
 - Added refrigerant, as needed to meet factory specifications.

Cottage Building:

6. One (1) new Carrier model #38MGRQ18B/#40MAHBQ09XA3 split system heat pump to serve the Offices, as follows:
 - Nominal 1.0-ton
 - 22.5 SEER
 - Wall-mounted indoor cassettes located in each office
 - Outdoor unit located on new concrete pad
 - 208 volt / 1 ph
 - Wall-mounted remote temperature control
7. One (1) new Carrier model #38MGRQ24C/#40MAHBQ12XA3 split system heat pump to serve the Living Room and Rec Room, as follows:
 - Nominal 2.0-ton
 - 23.0 SEER
 - Wall-mounted indoor cassettes located in Living and Rec rooms
 - Outdoor unit located on new concrete pad
 - 208 volt / 1 ph
 - Wall-mounted remote temperature control
8. One (1) new American Aldes model #H190-TRG heat recovery ventilator, as follows:
 - Polypropylene heat recovery core
 - 68% Sensible Recovery Efficiency
 - Ventilator located in attic space
 - Digital multifunction controller
 - 155 W supply fan motor
 - 120 volt / 1 ph
 - Electronically and independently adjust supply and exhaust blowers
 - 150 CFM @ 0.60 inch ESP
 - 24-gauge pre-insulated unit cabinet
 - Neoprene and Cork isolation pads mounted on timber boards
 - Two (2) MERV6 Filters

August 18, 2021

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PSR Mechanical | Project Proposal PP214344

9. Distribution ductwork, supply diffusers and return grills, as follows:
 - One (1) new flexible supply air branch duct
 - One (1) new flexible return air branch duct
 - One (1) new flexible exhaust air branch duct
 - One (1) new flexible outside air branch duct
 - One (1) new supply grille to serve Cottage building
 - One (1) new return grille to serve Cottage building
10. Two (2) new rooftop galvanized sheet metal vents with flashing. Final roofing not included.
11. Refrigeration piping and specialties, as follows:
 - All new refrigeration copper piping line set from indoor to outdoor unit.
 - New pipe supports and hangers.
 - Piping insulation including jacketing to protect insulation from UV and birds.
 - New 3 in. hole penetrations at exterior wall for piping run.
 - Pressure test, evacuate and charge refrigeration piping.
 - Added refrigerant, as needed to meet factory specifications.

Annex and Cottage Buildings:

12. Start and test to factory specifications by authorized PSR technicians.
13. Comfort air balance of heat recovery ventilators by PSR technicians.
14. Line voltage modifications, by PSR subcontractor.
15. Permit application, fees, and coordination included for:
 - Mechanical permit
16. Work to be completed during normal business, Monday through Friday. Revisions to specified work schedule may involve added costs.
17. One year parts and labor warranty on new equipment and materials provided by PSR Mechanical
18. Additional part warranties provided by the equipment manufacturer, per individual manufacturers terms and conditions.

Subtotal for the above scope of work for both buildings\$47,935.00

PSR Mechanical | Project Proposal PP214344

Extended Warranty

An extended one-year warranty (two years total) is available on this equipment if covered under one of PSR's comprehensive service programs.

Exclusions

- Washington State Sales Tax
- Fire Alarm System Interlocks
- Smoke Detector
- Structural Modifications
- Equipment Screening
- Existing Heater Demolition
- Concrete Equipment Pads
- Cut, Patch, and Paint
- Roofing
- Correction of Existing Sub-Standard Code Conditions
- Overtime or Weekend Labor

Payment Terms

Thirty percent (30%) down payment due upon acceptance. Month progress billings per Terms and Conditions enclosed. Balance due within ten (10) days of receipt of invoice upon project completion. The proposal is the property of the Company and is provided for Client's use only. Company guarantees the price stated in this Agreement for thirty (30) days from proposal date above.

Company



Client

Nick Hryciuk

Project Executive

Print Name

Approved for Company by:

Signature

David Parks

President

Title

Date

Date

August 18, 2021

Confidential & Proprietary

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PSR Mechanical | Project Proposal PP214344

Terms and Conditions

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Client and approved by Company's authorized agent by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto, and no person has authority to make any claim, representation, promise, or condition on behalf of Company which is not expressed herein.

1. Company warrants that the workmanship hereunder shall be free from defects for one (1) year from date of installation. If any replacement part or item of equipment proves defective. Company will extend to Client the benefits of any warranty Company has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Client's expense and at the rates then in effect. Company warrants the title to the materials and equipment furnished to the Client pursuant to this Agreement.
 2. Client shall permit Company free and timely access to areas and equipment, and allow Company to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Company's normal working hours.
 3. Client will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Company may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. Furthermore, Client shall purchase and maintain insurance covering all interests of the Company in the work, naming the Company as a loss payee and entitling the Company to receive payment including the total unpaid balance of the Agreement Price in the event of loss or damage including, but not limited to, loss or damage caused by fire, theft, vandalism or other perils. Client shall bear all costs of such insurance including, but not limited to, premiums, administrative expenses, and deductibles.
 4. Client shall be responsible for all taxes applicable to the services and/or materials hereunder.
 5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Company's rates then in effect) over the sum stated in this Agreement.
 6. In the event Company must commence legal action in order to recover any amount payable under this Agreement, Client shall pay Company all court costs and attorneys' fees incurred by Company.
 7. Any legal action relating to this agreement, or the breach hereof, shall be commenced within one (1) year from the date of the work.
 8. Company shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Company's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
 9. To the fullest extent permitted by law, Client shall indemnify and hold harmless Company, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Client, anyone directly or indirectly employed by Client, or anyone for whose acts Client may be liable, regardless of whether it is caused in part by the negligence of Company.
 10. Client shall make available to Company's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
 11. Company's obligation under this agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Company's sole obligation will be to notify the Owner of their existence. Company shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- Company expressly disclaims any and all responsibility and liability for the indoor air quality of the Client's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Client's facility, arising out of or in connection with the Company's work under this agreement, including without limitation any illness, injury or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. Client shall bear the risk of loss, destruction, or damage to all materials and equipment upon arrival of such materials and equipment at the Client's premises. Client shall also bear the risk of any loss, destruction, or damage to the work performed by the Company.
 13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL COMPANY BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CLIENT'S TENANTS OR CLIENTS, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES.

August 18, 2021

Confidential & Proprietary

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PSR Mechanical | Project Proposal PP214344

Disclaimer and Limitation of Liability:

Design and as-built drawings prepared by Company and proposal information including scope of work/specifications, as defined by Company, are intended for the exclusive use of Company. If these drawings, proposal information, and specifications are used by any person or business entity other than Company, Company disclaims all warranties on the use of this information, either express or implied or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular use, and non-infringement. Under no circumstances, will Company be liable to any person or business entity for any direct, indirect, special, incidental, consequential, punitive, or other damages based on the use of this information, including, without limitation, any lost profits, or business interruption. This is a comprehensive limitation of liability that applies to all losses and damages of any kind. If you are dissatisfied with the information, your sole and exclusive remedy is to discontinue using the information.

"NOTICE TO CLIENT"

This Company is registered with the state of Washington, registration No. PSRHVMS924JT as a general and has posted a bond or cash deposit of \$12,000.00 for the purpose of satisfying claims against the Company for negligent or improper work or breach of contract in the conduct of the Company's business. This bond may not be sufficient to cover a claim which might arise from the work done under your contract. If any employee of the Company or subcontractor is not paid by the Company or subcontractor on your job, your property may be lienied to force payment. If you wish additional protection, you may request the Company to provide you with original, "LIEN RELEASE" documents for each supplier or subcontractor on your project. The Company is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: _____ Date: _____

August 18, 2021

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EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

W-9

EXHIBIT D
Request for Taxpayer
Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <u>one</u> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2—The United States or any of its agencies or instrumentalities
 - 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
 - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5—A corporation
 - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
 - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
 - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10—A common trust fund operated by a bank under section 584(a)
 - 11—A financial institution
 - 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ²
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Signature:

Email: nick.hryciuk@psrmechanical.com

**Contract No. 21-C2754
Amendment No. 1**

The Contract for HVAC Upgrades at the Kenmore Senior Center, Contract No. 21-C2754 between the City of Kenmore and PSR Mechanical, dated November 24, 2021, is amended as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

2. **Time of Completion.** Due to equipment and materials availability delays as a result of the pandemic the days to complete the work will be extended an additional 75 calendar days.
3. **Compensation and Method of Payment.** The contractor shall request payment for work performed using the billing invoice form at Exhibit 'C'.

X A sum not to exceed \$78,800.00.

DATED this _____ day of _____ 2022.

CITY OF KENMORE:

CONTRACTOR:

BY: _____

By: _____

Rob Karlinsey, City Manager

Title: _____

Change Order Proposal # 1

Company:
PSR Mechanical
3132 NE 133rd St
Seattle, WA 98125
(206) 367-2500

PP249904
Client:
City of Kenmore
Jennifer Gordon
18120 68th Ave NE
Kenmore, WA 98028



Project: Kenmore Senior Center HVAC Upgrade
Project # P5648
Date 4/29/2022

Item	Description	Cost
1	Electrical equipment and material cost escalations	\$ 12,280.00

Total Proposed \$ 12,280.00

Exclusions: Same as base contract

This Change Order is: Accepted _____ Rejected _____

Company**Client**

Approved for Company by:

David Parks President

NOTE: If accepted, all work is to be performed under the same terms and conditions as specified in original proposal/agreement unless otherwise stipulated.

Disclaimer and Limitation of Liability:

Design and as-built drawings prepared by PSR and proposal information including scope of work/specifications, as defined by PSR, are intended for the exclusive use of PSR. If these drawings, proposal information, and specifications are used by any person or business entity other than PSR, PSR disclaims all warranties on the use of this information, either express or implied or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular use, and non-infringement.

Under no circumstances, will PSR be liable to any person or business entity for any direct, indirect, special, incidental, consequential, punitive, or other damages based on the use of this information, including, without limitation, any lost profits, or business interruption. This is a comprehensive limitation of liability that applies to all losses and damages of any kind. If you are dissatisfied with the information, your sole and exclusive remedy is to discontinue using the information.

Confidential and Proprietary



City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic:</p> <p>Plymouth Housing Affordable Housing Proposal</p> <p>Proposed Council Action/Motion:</p> <p>No Action. For discussion only.</p>	<p>For Council Meeting Agenda of: May 31, 2021</p> <p>Department: City Manager</p> <p>Prepared by: Stephanie Lucash, Assistant City Manager</p> <p>Initial & Date</p> <p>Approved by Department Head: SL, 5/25/22</p> <p>Approved by City Attorney: n/a</p> <p>Approved by Finance Director: LS, 5/26/22</p> <p>Approved by City Manager: RGK 5/26/22</p> <p>Exhibits/Attachments:</p> <p>Plymouth Proposal and Slide Deck</p>
<p>BACKGROUND</p> <p>The Kenmore City Council's number one priority for 2021-22 is to <i>increase and preserve the options for affordable housing stock</i>. In support of this goal, a working group, consisting of five City employees, two employees from A Regional Coalition for Housing (ARCH) and four graduate students forming a Capstone Team, has been working hard on an effort to build new affordable housing units in downtown Kenmore. The group developed a Request for Proposals (RFP) for affordable housing on the City-owned Old Shell property following previous Council discussions on October 25, 2021 and November 15, 2021. The RFP closed on April 22, 2022, and the City received three strong proposals. The working group evaluated the proposals, interviewed all three respondents, and selected Plymouth Housing on May 23, 2022. The team announced this decision, and introduced the Plymouth Housing team, at the City Council meeting on May 23, 2022.</p> <p>The purpose of tonight's discussion is to give the Plymouth team an opportunity to share more details about its proposal with the City Council and provide an opportunity for discussion. The Plymouth team and members of the City's working group will be available to answer any questions the Council may have. The plan is to come to the June 21st City Council meeting with a recommendation for moving forward with the Plymouth partnership and design to submit in the September 2022 State and County affordable housing funding cycle.</p> <p>FISCAL CONSIDERATION:</p> <p>The Kenmore City Council previously decided to use approximately \$3.2 million of the City's American Rescue Plan Act funds for this affordable housing work and ARCH has allocated \$3 million from its ARCH Trust Fund for this effort. In addition, the City will be donating the Old Shell property, appraised at \$1.89 million.</p> <p>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</p> <p>Goal #1: Affordable Housing. This item supports the City Council's top priority: <i>Increase and preserve the options for affordable housing stock</i>.</p>	



RFP# 22-C2789:
AFFORDABLE HOUSING DEVELOPMENT PROPOSAL
Kenmore Senior Housing



Applicant/Developer: Plymouth Housing
Property Manager & Service Provider: Plymouth Housing
Architect: Environmental Works
General Contractor: Walsh Construction

Primary Contact: Elizabeth Murphy
Real Estate Developer
Plymouth Housing
emurphy@plymouthhousing.org
253-346-0110

2113 Third Avenue, Seattle, WA 98121-2321 | 206-374-9409

@PlymouthHousing     PlymouthHousing.org

Kenmore Senior Housing RFP Contents

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- a. Developer/Owner: Plymouth Housing
- b. Property Manager & Service Provider: Plymouth Housing
- c. General Contractor: Walsh Construction
- d. Architect: Environmental Works

II. Project Description.....p.13

- a. Why Housing First for Low-Income Seniors in Kenmore?
- b. Project Design & Location (Also see: CFA Form Tabs 1, 2A, 2B, 3)
- c. Construction Estimate & Project Financing (Also see: CFA Form Tabs 6A, 6B, 7A)
- d. Operations and Services Description
- e. Amenity Map
- f. Management & Marketing Plan Sample
- g. Initial Contractor Cost Estimate

III. Preliminary Project Designs.....p.37

- a. Schematic Site Plans
- b. Typical Building Elevations
- c. Typical Floor Plans

CFA Forms: Project Development Budget & Schedule and Operating Pro-forma

See separate Excel document

- a. Estimate of Total Project Development Costs and a Financing Plan for the Proposed Project (Tab 6A)
- b. Affordability (Tabs 8A, 8B)
- c. Operating Pro-Forma (Tabs 8C, 8D)
- d. Project Schedule (Tab 5)

LIHTC Addendum (2021)

See separate Excel document

- a. LIHTC Info
- b. LIHTC Scoring
- c. TDC Limit

I. Development Team Information

Developer/ Owner: Plymouth Housing

Throughout its 40-year history, Plymouth housing has overseen the rehabilitation and/or construction of 15 buildings with the purpose of providing Permanent Supportive Housing to chronically homeless individuals in the Seattle region. Currently, our development pipeline includes four new buildings that will open in the next year as well as a rehabilitation of an existing building in our portfolio. With extensive experience developing and managing new construction projects in the Seattle area, Plymouth looks forward to the opportunity to work with the City of Kenmore to build much-needed affordable housing in King County. The Plymouth Housing development team for the Kenmore Senior Housing project would include Karen Peterson, Chief Real Estate Officer who has over 30 years of experience in housing development, and Elizabeth Murphy, Real Estate Developer, with nearly 4 years of experience. Elizabeth would provide day-to-day project management, while Karen would oversee major milestones and contract negotiations.

Karen Peterson, Chief Real Estate Officer joined the Plymouth team in August 2021. Karen's most recent experience prior to joining Plymouth Housing was in her role as Manager of the Real Estate development team at Tacoma Housing Authority for 7 years. Among other projects, Karen completed a \$91M RAD conversion and the Arlington Drive Youth Campus project; consisting of a Crisis Residential Center and permanent supportive housing for young adults who have experienced homelessness. Prior to her move to Washington and joining THA, Karen worked at Minnesota Housing for 6 years in multiple roles as a multifamily underwriter, member of the Tax Credit team, Manager of Compliance and Manager of the HAP and TRACS teams. Karen also worked for the Minneapolis-based developer Sherman Associates for 3 years developing market-rate and affordable housing. Prior to joining Sherman Associates, Karen worked for the Community and Economic Development Agency for the City of Minneapolis for 19 years developing affordable housing and commercial and industrial development. Karen holds a BA in philosophy from Metropolitan State University in Minneapolis.

Elizabeth Murphy, Real Estate Developer joined the Plymouth Housing team in February 2021. She is currently overseeing the Eastgate PSH project, the first permanent supportive housing for chronically homeless individuals in Bellevue, as well as Ballard PSH, a turnkey project currently being developed by Inland Group. Prior to joining the Plymouth Team, Elizabeth worked at Catholic Housing Services for two years, working as Operations Manager for the Community Development Center, and as a Housing Developer. Prior to her career in housing, she worked in government relations and community organizing for non-governmental organizations in Washington, DC and Seattle. Elizabeth holds a B.A. in Politics from the University of San Francisco.

Plymouth Sample Projects: Enclosed is a one-pager of our most current new construction projects. To view a current list of Plymouth's buildings, visit <https://plymouthhousing.org/our-housing/tour-a-plymouth-building/>

PROOF

THE CAMPAIGN FOR
Plymouth
Housing

6 buildings. 600 apartments.

2020 - 2023



Bob & Marcia Almquist Place

PERMANENT SUPPORTIVE HOUSING

102 resident studios + 3 staff apartments
Supporting residents recovering from chronic homelessness, some with behavioral health challenges.
CONSTRUCTION START: DEC 2018
CONSTRUCTION FINISH: APR 2020



Kristin Benson Place

PERMANENT AFFORDABLE HOUSING

91 resident studios + 2 staff apartments
Partnership with Path with Art, which will provide ground floor community arts access. Apartments for residents through the "Housing Options Program."
CONSTRUCTION START: JAN 2020
CONSTRUCTION FINISH: AUG 2021



12th & Spruce

PERMANENT SUPPORTIVE HOUSING

100 resident studios + 3 staff apartments
Focus on veteran homelessness. Partnership with St. Francis House, which will provide services for those experiencing homelessness from a ground floor space.
CONSTRUCTION START: NOV 2020
CONSTRUCTION FINISH: MAY 2022

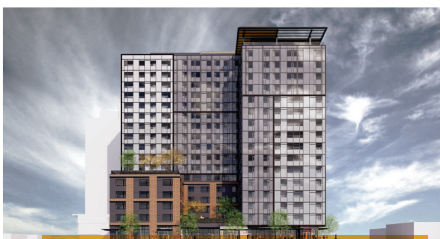


Ballard Supportive Housing

PERMANENT SUPPORTIVE HOUSING

79 resident studios + 2 staff apartments
In partnership with Inland Group.

CONSTRUCTION START: JULY 2021
CONSTRUCTION FINISH: JULY 2022



The Madison/Boylston Project

PERMANENT SUPPORTIVE HOUSING

112 studios for seniors + 3 staff apartments
Partnership with Bellwether Housing, which will operate an additional 253 low-income apartments.
CONSTRUCTION START: OCT 2020
CONSTRUCTION FINISH: AUG 2022



Eastgate Supportive Housing

PERMANENT SUPPORTIVE HOUSING

92 resident studios + 3 staff apartments
In partnership with Congregations for the Homeless.

CONSTRUCTION START: FALL 2021
CONSTRUCTION FINISH: EARLY 2023

Property Manager & Service Provider: Plymouth Housing

Plymouth Housing plans to provide supportive and operational services to the building. We have a long track record of providing property management, maintenance, and supportive services to our residents. Our experienced leadership team and staff are well equipped to serve Kenmore Senior Housing and look forward to the opportunity to share our expertise and pursue partnerships in the City of Kenmore.

Yi Zhao, Chief Asset Management Officer, joined the Plymouth team in October 2019. Previously Yi worked with the King County Housing Authority in the capacity of a Regional Manager overseeing properties spanning from Bellevue to Sedro Woolley including Public Housing, Project Based Section 8, and Low-Income Housing Tax Credit housing. Yi also has experience with food insecurity and working on feeding the White Center community through the White Center Food Bank.

Trina Thompson, Director of Property Management, has worked in the supportive housing field for over 14 years, and with people experiencing homelessness for even longer. She joined Plymouth in 2014 as the Assistant Director of Property Management. Prior to her time with Plymouth, she served as the Director of Operations for the Church Council of Greater Seattle, where she oversaw the HomeStep and Self-Managed Housing Programs in addition to securing and maintaining government grants, building community partnerships, and working directly with program staff and residents.

Kimberly Arrington-White, Chief Supportive Housing Officer, joined Plymouth Housing in August of 2021 and brings nearly three decades of work in the social services field. Prior to coming to Plymouth Housing, she served as Chief of Case Management for one of California's twenty-one regional centers providing services to more than 18,000 developmentally disabled individuals. She previously served as a Program Coordinator at Goodwill Industries and has worked with individuals with both behavioral and emotional health challenges. Ms. Arrington White holds a Bachelor's degree in Psychology and a Master's degree in Educational Administration, Organization and Policy.

Kristina Giscombe, Director of Supportive Housing, is responsible for oversight of the Social Services department at Plymouth Housing. Kristina ensures Housing Case Managers are supported and have what they need to deliver trauma-informed, quality services to all residents in Plymouth's portfolio. Kristina has worked for Plymouth for the past decade and her experience in various levels of the Social Services department informs her goals to support case management staff. During that time, Kristina also received her Master of Social Work with an emphasis in Mental Health from University of Washington. Kristina received her bachelor's degrees in psychology and sociology from Gonzaga University.

Keith Scott, Director of Facilities, has over 20 years of experience in construction and facilities work, in addition to being in leadership roles since 1999. Keith's skills range from technical expertise to community building and team development, and he has put those to use at Plymouth since he was hired as Maintenance Manager in 2015. Prior to that, he worked for Compass Housing Alliance, the Simon Estate, and S.S. Construction.

See CFA Form Tabs 1, 9A, 9B, 9C for more details.

General Contractor: Walsh Construction

Walsh & Environmental Works: A History

Environmental Works and WALSH have an extensive history that spans 17 years of designing and constructing homes in King County—working together for nonprofit owners on eight construction and rehabilitation projects since 2005. WALSH and Environmental Works are currently partnering on three mixed-use, publicly-funded affordable housing projects in the Seattle area that started construction in late 2021. Over the past two years, project teams have collaborated to work through a unique confluence of challenges related to financing requirements, building codes, and uncertainties in the construction market.

Walsh Team Members

WALSH brings a breadth of current knowledge and experience to the pre-construction process for Plymouth Housing’s proposed Kenmore project. To guide the project to a successful start in 2023, WALSH will bring a tenured project Principal, Project Manager, General Superintendent, and Chief Estimator to the project team. As the design and permitting phases progress, WALSH will add in-house Quality Control and BIM coordination experts and provide appropriate constructability reviews.

Bill Reid | Principle-In-Charge

Beginning as a laborer at WALSH more than 43 years ago, Bill has gained significant insights and extensive experience from the ground up. His expertise in project implementation, project management, and leadership is unparalleled. He has managed numerous residential projects and is most proud of his partnership and oversight of projects for WALSH’s nonprofit and Housing Authority clients.

Bill is committed to guiding teams and helping ensure that each member understands and embraces the challenges of developing affordable housing through proactive collaboration, thoughtful and realistic estimating, and diligent schedule and logistics management.

Education:

- BS, Willamette University

Experience:

- 43 years in construction
- 41 years with WALSH

Erich Behrens | Chief Estimator

Erich joined WALSH Construction Co. in 2011 as a senior estimator with experience on \$1.7 billion in residential, commercial, and municipal projects. He brings 30 years of construction experience to his position, working on all project types from mixed-use, wood-frame over concrete to steel and metal structures. He brings extensive, relevant knowledge of mixed-use wood-frame projects as we actively price 12+ mixed-use projects a month in the King County market.

Erich is involved in every WALSH project estimate and works with WALSH teams on all stages of project preparation, from pre-construction through the final estimate and value engineering phases. As the

project estimator, he will use his expertise to assist project managers in quantity take-offs, subcontractor bidding, and estimate tracking.

Education

- BS, Construction Management, University of Washington

Experience

- 30 years in construction
- 11 years with WALSH

Sharon Libby Eyerly, AIA LEED AP | Quality Director

Erich joined WALSH Construction Co. in 2011 as a senior estimator with experience on \$1.7 billion in residential, commercial, and municipal projects. He brings 30 years of construction experience to his position, working on all project types from mixed-use, wood-frame over concrete to steel and metal structures. He brings extensive, relevant knowledge of mixed-use wood-frame projects as we actively price 12+ mixed-use projects a month in the King County market.

Erich is involved in every WALSH project estimate and works with WALSH teams on all stages of project preparation, from pre-construction through the final estimate and value engineering phases. As the project estimator, he will use his expertise to assist project managers in quantity take-offs, subcontractor bidding, and estimate tracking.

Education

- Bachelor of Architecture, University of Oregon

Experience

- 15 years in construction
- 9 years with WALSH

Craig Gamble | General Superintendent

Craig is a 37-year construction industry veteran who runs exceptionally safe, clean, and organized job sites. By using his substantial industry knowledge, excellent communication skills, and organizational expertise to support job site teams, his jobs consistently meet budget and schedule goals. His focus on job scheduling, logistical planning, and safety produces quality results. As General Superintendent, Craig adeptly mentors and leads the project team, ensuring consistent, responsive logistical direction from early pre-construction to the final punch list.

Education

- Construction Management, Wenatchee Valley Community College

Experience

- 37 years in construction
- 19 years with WALSH

Mariah David, LEED AP | Project Manager

Mariah has more than a decade of experience on complex, high-profile projects. Her most recently completed projects include two affordable housing projects—Plymouth Housing’s Almquist Place project and Pioneer Human Services’ Aspen Terrace project, both in Seattle. In addition, Mariah worked

on Bellevue College Residence Hall and three LEED Gold student housing projects for the University of Washington.

Her experience and work on similar projects give her an excellent understanding of the unique requirements of affordable mixed-use projects, making her distinctly qualified to meet project goals. During construction, Mariah will lead the team to achieve all project goals related to safety, schedule, budget, quality, and sustainable construction.

Education

- BS, Civil & Environmental Engineering, University of Washington

Experience

- 14 years in construction
- 12 years with WALSH

Walsh Sample Projects

HOBSON PLACE | DESC (Downtown Emergency Service Center)

Status: Completed, January 2022

Architect: Runberg Architecture Group

Location: 1911 22nd Ave S, Seattle, WA 98144

Description: WALSH recently completed building DESC's Hobson Place, which includes two buildings – North and South – constructed in two phases.

North Phase

The North Phase, built to the Evergreen Sustainable Development Standard (ESDS), is a 59,000 square foot building with 85 apartments on the upper five levels of wood framing above one level of post-tension concrete. The ground level features support services, offices, meeting rooms, bike storage, and an inviting open courtyard at entry.

South Phase

The South Phase, built to Passive House standards, is a 92,000 square foot building with a 526,000 square foot Harborview Medical Center integrated physical and behavioral healthcare clinic and 92 affordable apartments reserved for individuals with disabilities or exiting homelessness.

Accomplishments:

- To achieve Passive House and Exemplary Building performance targets in the South building, WALSH's QA/QC and project teams coordinated the design, pricing, and implementation of



numerous high-performance features. These include heat-pump water heaters, balanced ventilation (ERVs), a 40kW solar array, and enhanced building envelope features.

- WALSH is proud to have exceeded the PH air-barrier target of .08 cfm/sf with a .074 cfm/sf result. WALSH successfully implemented this ambitious two-phase project through early engagement with subcontractors, intentional sequencing of trades, and building envelope pre-testing while maintaining rigorous attention to safety.

CEDAR CROSSING | Mercy Housing & Bellwether Housing

Status: In progress, June 2022 est. completion

Architect: VIA Architecture

Location: 6600 Roosevelt Way NE, Seattle, WA 98115

Description: A two-building mixed-use, transit-oriented development totaling 292,000 square feet containing 254 affordable apartments, a childcare center, and 15,000 square feet of ground-floor retail space—all flanking a public “Village Square.”



Accomplishments:

- Situated directly adjacent to the Roosevelt Light Rail Transit Station with a passenger deck 150-foot below grade, the planning and execution of Cedar Crossing’s concrete and framing scopes involved extensive coordination with Sound Transit. Early planning helped to ensure the foundation was rigorously reviewed and structurally sound.
- Cedar Crossing joins a mixture of building materials, types, and uses, ultimately linking two buildings together with a sky bridge. The two buildings include a mix of Type V-A and Type III-A wood framing over a Type I concrete podium.
- With an adjacent transit station and a local high school across the street, this project required WALSH’s signature blend of increased study, safety planning, and communication with the stakeholders and surrounding community. Insights gained through this coordination resulted in adjustments to timing and delivery routes for safety, increasing pedestrian access routes and markings around the job site, and frequent communication with the school and surrounding community to keep students, parents, and local businesses and shoppers informed.

ASPEN TERRACE

Status: Completed, January 2019

Architect: SMR Architects

Location: 1717 Belmont Ave, Seattle, WA 98122

Description: This 42,000 square-foot housing project is in the heart of Capitol Hill and contains 89 studio apartments. Its seven stories include four stories of VA construction over two levels of Type IA. Building features include a partial basement, a community room, a patio, an outdoor space, and a resident resource center.



Accomplishments:

- This complex urban location included a tight lot area of just over 10,000 square feet with an existing steep slope at one corner and directly adjacent multistory buildings. In addition, the team faced numerous logistics, supply chain, and safety challenges due to the neighborhood congestion and the onset of COVID-19. Despite these challenges, the project finished on time and within budget.
- WALSH's adept building envelope coordination resulted in the successful installation of the brick cladding and air barrier test results of .123 CFM/SF—significantly under the energy code requirement of .25 CFM/SF.



Profile of Organization - Environmental Works

Environmental Works Community Design Center is a 501(c)3 non-profit community-based architectural firm located in Seattle's Capitol Hill, founded with the express purpose of providing professional architectural, landscape architecture, and planning services to non-profit organizations, municipal agencies and otherwise under-represented communities in the Puget Sound area. Since our founding in 1970 we have provided feasibility/predevelopment studies and complete architectural services for City Parks, human services agencies, community facilities, affordable housing providers, and public art projects.

Working in both the public and private sectors, the staff of Environmental Works understand the need for community involvement, the impacts of having multiple funding sources, and ways of working effectively with pre-established budgets.

Environmental Works is committed to the effective use of capital funds in creating sustainable communities. We pride ourselves on providing quality architecture and landscape architecture within this challenging framework and working to see that the ultimate social purpose of the building is well-served in each architectural design. In addition, Environmental Works has a long-standing commitment to socially and environmentally sustainable design, and have developed a number of successful strategies for designing ecologically thoughtful and affordable buildings and sites. These strategies are based on three core issues – conserving resources, promoting local economies (human, material and natural) and the careful adaptation of a building to both the natural and cultural conditions of the site.

We proactively and intentionally maintain an open and mutually supportive office culture – one of our baseline values. Information, expertise, lessons learned and constructive criticism are shared throughout all of our work together. In this way, each project benefits from our combined knowledge base, each staff person grows in their capacity to serve our clients well, and the benefits of deep collaboration spread to the entire development team.

Our office is organized into three studios - housing, community facilities, and landscape. Each studio is headed by an experienced architect who has more than twenty years experience. Bill Singer is our Housing Studio lead, Sally Knodell is our Community Facilities lead, and Nicolas Morin leads our Landscape studio. Mike Mackie is our quality control lead and building envelope expert and moves between all of the studios advising on key parts of projects. We work in teams within the office with more experienced staff heading up the teams and working closely with support staff and consultants. Our goal is to provide consistent project representation during the entire project. There is continuity of staffing throughout the project with back up provided within the organization when needed.

Experience in Landscape Architecture

In early 2019, the landscape architecture department took shape within EW to provide our clients with innovative, creative, and environmentally-sound landscape design and planning. Bringing decades of professional experience, the landscape team is committed to creating spaces that are treasured in the community and providing exceptional service from the early stages of design to the final realization of the project.

The landscape team brings seasoned project managers who are able to oversee a wide variety of projects. Their skill set includes extensive experience in public design process facilitation, the construction phases of a project, and a strong working knowledge of city, state, and federal permitting processes. They work diligently to see each project through to completion, striving to finish each phase on time and within budget. Environmental Works is honored to offer a wider range of services to our clients.

Pride Place

AFFORDABLE & AFFIRMING HOUSING FOR LGBTQ SENIORS IN CAPITOL HILL | SEATTLE, WA



CLIENT: COMMUNITY ROOTS HOUSING

CONTACT: MASON CAVELL, COMMUNITY ROOTS HOUSING

CONTACT EMAIL: MCAVELL@COMMUNITYROOTSHOUSING.ORG

SIZE: 122 UNITS

CERTIFICATION: ESDS (Evergreen Sustainable Development Standard)

The new development on Broadway in Seattle's Capitol Hill neighborhood will welcome much-needed affordable housing for seniors, and build on the existing culture of both the Capitol Hill and the LGBTQ communities. GenPride, a nonprofit "focused on empowering older LGBTQ+ adults to live with pride and dignity," will offer programs and services on the ground floor of Pride Place. In addition, Environmental Works provided landscape architectural services for Pride Place.

STATUS: UNDER CONSTRUCTION



Drexel House II Veterans Housing

SUPPORTIVE HOUSING FOR VETERANS EXITING HOMELESSNESS | OLYMPIA, WA



CLIENT: CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON

CONTACT: JENNY WEINSTEIN, DIRECTOR OF ASSET DEVELOPMENT (FORMERLY WITH CCS)

CONTACT EMAIL: JENNY.WEINSTEIN@BELLINGHAMHOUSING.ORG

SIZE: 50 UNITS + COMMON SPACES + OFFICES | 29,439 SF

Drexel House II provides 50 studio apartments to veterans coming out of homelessness, with several features designed to meet veterans' expressed needs. Units feature at least two windows each and ceiling fans, to address veterans' requests for maximum light, air, and ventilation. Common areas incorporate very wide corridors and emphasize lines of sight, so that residents will always have views in and out of rooms. Case management rooms feature views to the hallway as well as to the outdoors. Outdoor spaces include a dog run, loop walking path, garden, and patio.

STATUS: COMPLETED 2017



II. Project Description

Why Housing First for Low-Income Seniors in Kenmore?

As housing affordability in King County continues to impact very low-income individuals, older adults are especially at risk for housing instability and homelessness. According to the report: [*Emerging Crisis of Aged Homelessness*](#), people who are in the second half of the post-War baby boom are “prematurely aging and dying” and “older homeless adults have medical ages that exceed their biological ages.” It is expected that 85% of the aged population will need rental subsidies and case management, while 12% require Permanent Supportive Housing. From Plymouth’s own data, about 71% of the residents in our current buildings are over the age of 51 (based on a 2020 survey). Additionally, we know that 14% of our residents self-identify as veterans, 97% reported having a disability, and 55% identify as a person of color. To respond to this need in the senior, veteran, and BIPOC community, Plymouth Housing proposes bringing much-needed permanent supportive housing to Kenmore, serving seniors and veterans who make 30% or less of the Area Median Income.



Plymouth’s 40-year history serving formerly homeless individuals, including seniors and people with disabilities, makes us uniquely qualified to bring this type of housing to the City of Kenmore. Beginning in 1980, Plymouth began housing very low-income people experiencing homelessness. As our understanding evolved, we began implementing the Housing First model, recognizing housing as a right, not as a reward for good behavior. Moving beyond simply putting a roof over an individual's head, we learned and adapted to the complex needs of people who had been homeless for many years, the resulting trauma, and the barriers they faced.

Due to the complex and interwoven disabling conditions experienced by our tenants, the Housing First model aligns with both harm reduction and trauma-informed care to provide the best path toward individualized stability for each tenant. Some tenants may experience difficulties in paying the rent or maintaining their home in a safe and clean manner. We encourage our Housing Case Managers to be proactive in trying to establish a rapport and relationship of trust early in tenancy so tenants might be more willing to collaborate on finding either temporary or long-term solutions when challenges surface.

We allow opportunities for people to recover and conduct case conferences with all involved staff and caregivers to assist them in following their lease and retain housing stability. The rules established in the lease are intended to support the safety and security of our tenants and each building community. We

believe flexible and compassionate management of the lease ultimately supports housing stability for some of our community's most vulnerable residents.

In the Housing First model, our tenants are protected by and held accountable to their lease, which details the rights and responsibilities of tenancy. Tenants are not required to participate in any services or community events unless they wish to and find value in them. This approach reduces the barriers that have traditionally impacted the access to permanent supportive housing for vulnerable homeless individuals.

Project Design & Location

The project location is ideal for a building that serves seniors. As shown in [this amenity map](#) (also included as an attachment), there are a plethora of grocery and convenience stores, accessible recreation, and medical facilities within a mile of the project site. Seniors will have the ability to take advantage of the Kenmore Library and patronize other businesses in the surrounding area that are just steps away. Additionally, the accessibility to bus routes on Bothell Way NE expands tenants' ability to get around for offsite medical appointments and recreation.



Figure 1: Rendering as shown from above.

Kenmore Senior Housing was designed with an aging population in mind. With a mix of studios and one-bedrooms, we incorporated the highest possible number of units, while still considering residents who may have a caregiver, and may need extra space to accommodate their needs. The initial schematic design (enclosed) shows a concept for a six-floor apartment building with a gross overall size of 67,166 SF with 2,184 SF of commercial space. The residential space includes 25 one-bedroom units and 75 studio units as well as resident amenity space, including a community room, community kitchen, on-site medical and behavioral health space, offices for case managers and property staff, and a front desk.

Our experience with residents of permanent supportive housing, and senior housing generally, is that these tenants generally do not own vehicles and rely mostly on public transportation. Therefore, we have not planned for residential parking. Instead, we have a designated drop off area that is conveniently located next to the lobby, as well as 10 parking spaces for commercial space patrons and visitors. The commercial space is visible from Bothell Way NE and can accommodate two businesses, or one large business. We are very interested in exploring a partnership with Bastyr University for a community clinic to serve the seniors living in the building as well as the surrounding community.

Perhaps the most exciting feature of the design is the courtyard area, which invites commercial space patrons and tenants alike to enjoy outdoor seating with easy access for all the community to enjoy. This creates an open and welcoming environment and adds to the overall feel of the newer buildings that are close by. Whether it's to visit with friends and neighbors, sit and read a book from the neighboring library, or hosting community barbeques in the summer, we envision this as a space for the Kenmore community to come together.

Included in the initial design are also features that compliment the surrounding new structures in downtown Kenmore. With composite wood siding and fiber cement board, we have integrated elements and landscaping that enhances the overall feel of the downtown core while staying true to existing building designs. The schematic design **does not include** sewer and water utility mains or stormwater facilities, due to not having the site plan and survey in time to meet this deadline, but we'd be happy to provide this modification to the schematic design upon request should we move to the next stage.



Figure 2: Courtyard Rendering

Construction Estimate & Project Financing

Enclosed in the proposal is an initial estimate of construction costs based on this initial schematic design. The estimate also incorporates the assumption of paying Washington State Residential Prevailing Wage rates. We strive to hire Women and Minority-Owned Businesses (WMBE) on all projects, keeping in mind our values as an organization and funder requirements. We know that this is equally important to the City of Kenmore, and its priority to address diversity, equity, and inclusion.

Due to being very early in the process, Plymouth has not yet explored any value engineering exercises that may bring down the overall project cost. What we are submitting in this proposal may be scaled back in the future to keep costs down, and we hope to work with the City of Kenmore to ensure that its goals are being met at every stage of the design process. There are also several considerations for how costs may rise or fall due to current market conditions. Over the past two years, our real estate development team has overcome issues related to supply chain disruptions, labor disputes, a global pandemic, and now an unprecedented war that is impacting shipping supplies from Europe and fuel costs. We are prepared to create a project design that is feasible and cost efficient, while also meeting the City's expectations.

Our initial financing plan is to leverage the generous commitments from the City of Kenmore and ARCH with applications to King County, the Housing Trust Fund, and the 9% Low Income Housing Tax Credit (LIHTC). Plymouth is very experienced with successfully funding projects utilizing these public funds, and navigating the web of requirements that must be met. Additionally, we have a network of tax credit investors who we work with on a regular basis, and would embrace the opportunity to provide more low-income housing in King County. The project is currently competitive for the 9% LIHTC program, and Plymouth is prepared to submit a funding proposal for the Kenmore Senior Housing Project as its top priority for funding in the fall round. This would put us in a good position to start construction in the summer of 2023.

See CFA Form Tabs 6A, 6B, 6D, 6E, & 7A and the LIHTC Addendum for more details.*

**Note: the 2021 LIHTC Addendum for 9% Tax Credit projects is included in a separate workbook. For purposes of this RFP, we only filled out the LIHTC Info, LIHTC Scoring, and TDC Limit Tabs.*

Operations and Services Description

Plymouth's Housing Support Program provides intensive, comprehensive, and individualized support services to build on the solid foundation of housing and help our residents address longstanding barriers to housing stability.

Our residents face a multitude of challenges, and readily accessible support is critical to their ability to remain housed. Therefore, our services are ongoing, with no time limit. All residents have an assigned Housing Case Manager and can engage with property management staff as well. They receive many services, such as: on-site nursing; connections to community medical, dental, legal, and social services; and access to a diverse selection of classes that build skills, wellness, positive relationships, and community. The challenges faced by our residents means that regular employment is feasible only for a modest number. For those who are interested, the Housing Support Program provides coaching on job searches, applications, interviewing, and workplace expectations.



All Housing Support services are tailored to each resident's needs and goals. This might include: connections to mental health treatment; support for staying clean and sober; intensive medical and social services during the first weeks off the streets; family reunification; hospice care; veterans' counseling; or help preparing stellar residents to move to more independent living.

Plymouth Housing will manage the tenants and building maintenance, and be responsible for the qualification of tenants, staffing the building, supporting tenants, providing maintenance, and

completing funder reports. The portfolio manager will have overall responsibility for building management, security, unit turns, and light maintenance. The building assistants will work staggered hours and monitor building security 24-7, and provide back-up responsibility for leasing, rent collection and tenant income-recertification.

There will be an on-site janitor and maintenance crew support. Higher level maintenance needs will be addressed by Plymouth's nine-person maintenance team which includes skilled plumbers, electricians, painters, and carpenters. Capital budgeting and capital improvements will be overseen by Plymouth's Facilities Director. The property management staff will also have access and support from Plymouth's central staffing for Compliance and Accounting Managers.

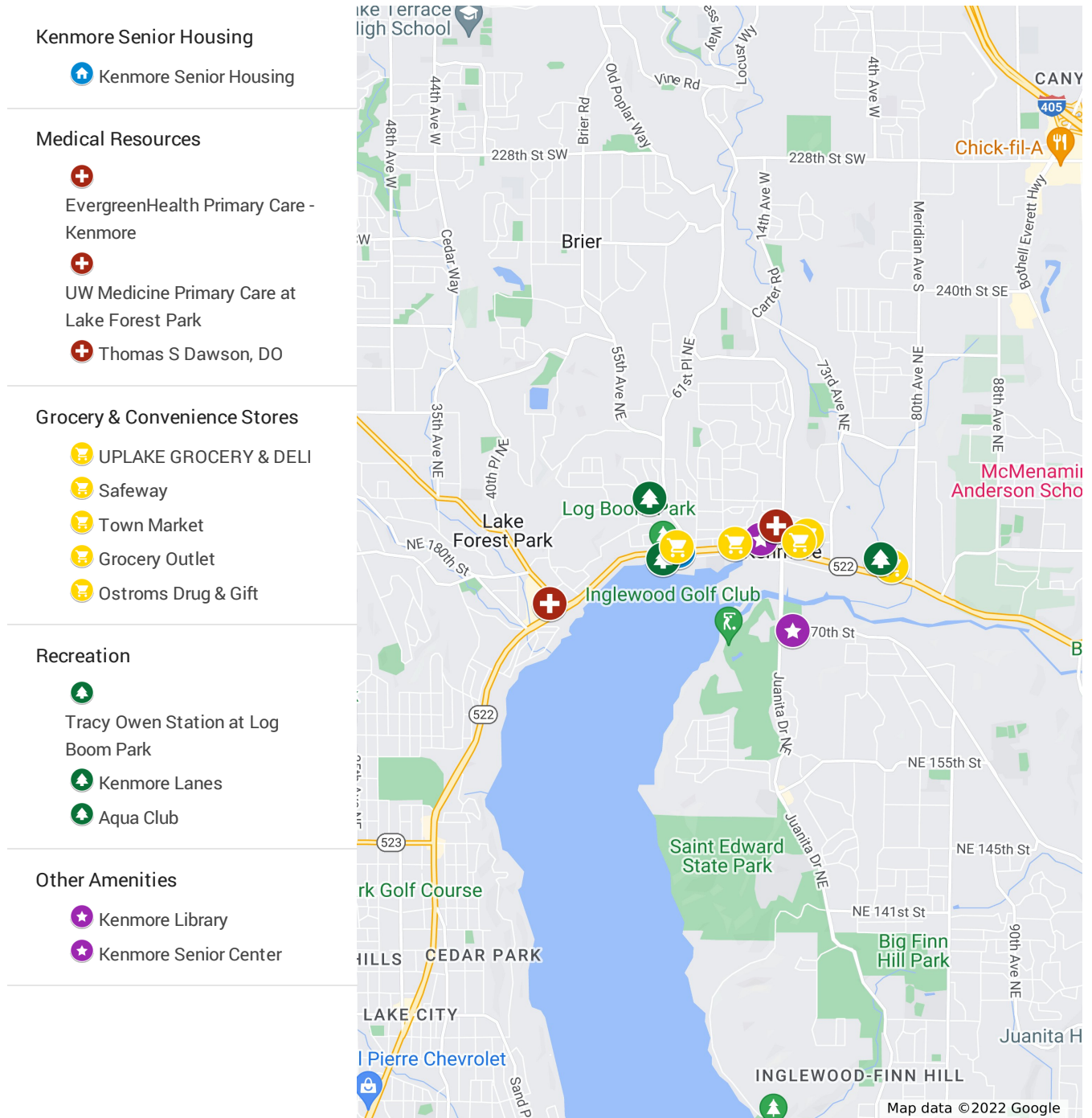
We plan to partner with local organizations to bring health services to the building, and have ongoing relationships with [Harborview](#), [NeighborCare](#), [United Healthcare Community Plan](#), [Community Health Plan of Washington](#), and [REACH](#), among others. In addition, Plymouth is planning to enhance the services we provide onsite through the hiring of Dr. Nathan Velez, Chief of Behavioral Health Officer, who is starting in May. This role will be responsible for integrating behavioral health services into our building and utilizing Medicaid to enhance services on site for our residents.

To fund the ongoing operations and services in the building, Plymouth proposes applying for a mix of project-based vouchers and Veterans Affairs Supportive Housing (VASH) vouchers implemented by the King County Housing Authority. As the supportive services needs evolve, we may also apply to the Washington State Department of Commerce's Operating, Maintenance, and Services Fund.

Included in our proposal attachments is a sample Management and Marketing Plan from our Eastgate PSH project. While the underlying concepts of the plan are standard, the Management Plan for Kenmore Senior Housing is subject to change based on operations and service funding requirements.

See CFA Form Tabs 8A, 8B, 8C, 8D, & 8E for more details.

Plymouth Housing - Kenmore Senior Housing Amenity Map





MANAGEMENT PLAN
AND OCCUPANCY POLICIES

Eastgate Bellevue Supportive Housing
Eastgate Housing LLC
13620 Eastgate Way,
Bellevue, WA 98005

Plymouth Housing Group
2113 Third Avenue
Seattle, WA 98121-1614

Draft June 2021

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I. DESCRIPTION OF THE PHYSICAL PLAN

General Description

Eastgate Bellevue Supportive Housing will be the first building of its kind in Bellevue, serving formerly homeless individuals on the Eastside. There will be a total of 95 dwelling units on four wood-framed levels over a concrete ground floor. This project will provide a total of 92 studio apartments as Permanent Supportive Housing for homeless adults. Three common area units will be occupied by live-in staff.

Eastgate Bellevue Supportive Housing will provide 24/7 staff, including Property Management and Case Management Services. Many of Plymouth Housing's (PH) residents are recovering from trauma, chemical dependency, and mental illness. As with other Housing First models, the building team and social services staff will work with each resident to maximize opportunities for self-sufficiency and ensure housing stability.

Number and size of units

95 total units, 92 residential studio units with average size of 375 square feet (including 19 Type A units, at an average of 375 sf).

Accommodations (type of unit)

Full studio apartments, including individually controlled heat, a full kitchen with electric range and refrigerator, and bathroom. Each unit will be furnished with a bed, a table, and two chairs.

Amenities

The building provides an all-purpose community room, a community kitchen, a computer lab, and outdoor amenity area. There are eight staff offices including one nursing station.

Accessibility

There are 19 Type-A accessible units. All unit bathrooms are adaptable to accommodate wheelchairs. There are laundry rooms on each residential floor. All residential areas in the building are wheelchair accessible. The building has 2 elevators.

II. TENANT POPULATION

Demographics

All residents must have incomes under 30% area median income (\$23,250 in 2019 and 2020). All of the residents must be homeless by the HUD HEARTH definition and we will have units set aside for a percentage of veterans and tenants experiencing chronic mental illness.

Based on the occupancy in PH's overall housing program, it is expected that tenants will be a mix of men and women, and approximately 50% of the tenants will be people of color. Most will have at least one disability.

Program capacity

92 residential units, plus 3 unrestricted common area staff units.

Estimated number of tenants housed/year

Based on PH's general turnover rate of 14% in its supportive housing portfolio, it is expected that the 92 residential units at Eastgate Bellevue Supportive Housing (EGB) will house approximately 105 single adults per year.

III. DESCRIPTION OF HOUSING PROGRAM SERVICESManagement Philosophy

Plymouth Housing Group (PH) is a non-profit low-income housing provider. PH will manage properties in full conformance with applicable U.S. Department of Housing and Urban Development (HUD) regulations, and state, federal and local laws. PH's management philosophy is expressed in its mission statement: *PH works to eliminate homelessness and stabilize homeless and very-low-income people in housing by preserving, developing and operating safe, decent, affordable housing, and by providing opportunities for homeless and very-low-income people to improve their lives.*

PH operates on the principle that individuals with serious challenges and long histories of homelessness can be successful in housing given an appropriate level of support. The stronger the social services and security presence in a building, the more risks Plymouth Housing is able to take in offering housing to individuals with lack of rental history, criminal backgrounds, mental health and substance abuse issues, or other histories which typically exclude them from other housing.

Type of housing

PH's offers permanent supportive housing to individuals exiting from homelessness.

Supportive Services Provided*Description of services offered to tenants:*

PH provides on-site housing case management services to support tenants' housing stability, engage tenants in community building activities, and connect tenants to services in the community, including medical and mental health services, chemical addiction treatment, public benefits, and employment opportunities.

How services are delivered and by whom:

Housing case management is provided by PH's social services staff, under direction of Plymouth's Director of Social Services. Plymouth has been offering on-site housing case management to its formerly homeless tenants since 1995.

On-site social services at Eastgate Bellevue Supportive Housing are provided by four full time Housing Case Managers and one part time (staffing level depends on grants for services through King County, awarded annually). They are supervised by a Social

Services Program Manager who is responsible for services in this and two or three other buildings, and who reports to Plymouth's Director of Social Services.

Housing case management services are offered to all tenants. Participation in case management is voluntary for all tenants. Tenants are not required to maintain sobriety or cease drug use, or participate in services, in order to maintain housing with Plymouth, provided they abide by their leases, follow building rules, and refrain from endangering or seriously disturbing their neighbors.

The Eastgate Bellevue Supportive Housing Services Plan is included in the Attachments.

IV. MANAGEMENT AND OPERATION OF THE PREMISES

**Note: The policies included herein are based on Plymouth's portfolio of buildings, most of which receive Section 8 rental subsidies, and therefore many aspects of the policies are based on the assumption of partnership with the King County Housing Authority.*

Description of management entity and staffing, including roles, training and responsibilities for key staff:

Plymouth Housing is the management entity for the property owner, Eastgate Housing LLC, a tax credit limited liability company.

Plymouth Housing's buildings are collaboratively managed by 3 departments: Property Management, Social Services, and Compliance. Property Management is responsible for building maintenance, security, rent collection, and lease enforcement. Social Services staff work individually with tenants on tenancy skills, including resources for rent payment, instruction and (if necessary) assistance in housekeeping and cultivation of social skills for living peacefully with neighbors. The Compliance Department is responsible for ensuring tenant eligibility under all project financing requirements, ADA/504 compliance, and Fair Housing regulations.

Staffing structure for Eastgate Bellevue Supportive Housing:

The on-site property management team is led by a Building Manager, who supervises a Building Coordinator, six Building Assistants, and a Janitor. Three staff will live on site. There will also likely be a staff member who acts as liaison between property management and social services teams.

The Building Coordinator and six Building Assistants continuously staff the front desk, provide resident support and crisis response, do routine "floor checks," and assist in preparing vacant units for re-occupancy. The Building Manager reports to a Plymouth Portfolio Manager, who oversees four or five other PH buildings in addition to Eastgate Supporting Housing. The Portfolio Manager in turn reports to PH's Director of Property Management.

Positions for new properties are frequently filled with transfers and promotions of current employees. Orientation and training are customized depending on the experience and tenure of the staff member. In addition to hands on learning and specific on-boarding

training sessions, Plymouth maintains a comprehensive Operations Manual that serves as a library of policy and procedures and detailed narrative instructions for all building operations. The Portfolio Manager overseeing the Building Manager provides the necessary orientation and ongoing training. In addition, many of the positions shadow peers at other properties for hands-on learning.

Tenant selection and eligibility determination:

All tenant placements at the Eastgate Bellevue Supportive Housing (EGB) will be made by Plymouth's Rental Office, which is responsible for ensuring tenant eligibility under project-based vouchers, ARCH, State, King County, and Washington State Housing Finance Commission tax credit rules and financing commitments. All tenant placements proposed by the Rental Office are approved and confirmed by PH's Compliance Department who review documentation of eligibility before an offer of housing is made.

Vacancy management process:

Units at Eastgate Bellevue Supportive Housing will be filled through King County's mandated Coordinated Entry system for homeless single adults, as well as potential future contracted referral partnerships.

When a vacancy occurs, Plymouth will follow its Vacancy Management procedures and the guidelines established by the Coordinated Entry system, obtaining referrals of qualified applicants. Plymouth will select applicants who meet all eligibility requirements, and priority for housing as determined by the Coordinated Entry system. Plymouth's Rental Office staff typically processes a minimum of two applicants for each vacancy.

In general, prospective applicants may either make an outreach appointment with Plymouth's Rental Office staff or come in person to Plymouth's Rental Office located at 2113 Third Avenue in Seattle where Rental Office staff help them complete application materials for the unit and the subsidy source. Rental Office staff will gather documentation of income and homeless status, and releases of information needed to verify income and conduct a criminal background check for any unit not subsidized through the King County Housing Authority (KCHA). Applicants on the Lifetime Sexual Offender Registry or convicted for producing methamphetamine in federally assisted housing in any state are not eligible for subsidized housing through KCHA. Applicants must not owe money to any Public Housing Authority unless there is a repayment plan in place.

Applicants whose applications appear to meet eligibility criteria are submitted to Compliance by the Rental Office staff. Upon approval by KCHA, the applicant's file is submitted to Plymouth's Compliance Department for confirmation of tax credit eligibility and requirements related to other financing commitments, if any. After Compliance approves the file, the Rental Office staff contacts the Building Manager to set up a leasing appointment, which is conducted in the building by the Building Manager just prior to move-in.

Marketing Plan

Affirmative Marketing:

Plymouth Housing welcomes qualified tenants without regard to race, color, religion, creed, ancestry, political ideology, sex, marital status, age, parental status, national origin, sexual orientation, gender identity, disability, Section 8 housing subsidy, veteran's status, use of a service animal or source of income.

We expect this building will be at least partly filled using King County's Coordinated Entry for All system (CEA). In order to maintain the highest possible occupancy rate at the Eastgate Bellevue Supportive Housing and to attract qualified tenants, PH will actively market any units not filled through CEA. This activity will include:

- Advertisement in a newspaper of general circulation at least annually.
- At least annually, the PH Rental Office will conduct outreach to area shelters, transitional housing providers, and referral organizations to inform them of housing availability. This outreach will include a letter (see Appendix) with information regarding the types of units available as well as information regarding units set aside for special populations. This outreach may also include: providing a supply of current applications, attendance at partner agency meetings to explain the programs offered by PH, and participation in housing fairs (please see Appendices for an example of those agencies included in outreach efforts).
- The PH Rental Office will ensure that effective communication is maintained and that persons with disabilities are provided with reasonable accommodations upon request and verification of need. Priority for accessible units in PH's inventory will go to individuals who need their features.
- Persons with limited English proficiency will be assisted as needed and possible with interpretation services. (PH can readily provide application and leasing materials in Spanish.)
- PH will evaluate the effectiveness of its marketing plan by monitoring the extent to which the demographics of the building reflect the homeless population in the surrounding area.

Fair Housing and ADA/504:

All PH staff who work directly with tenants, both in the Rental Office and in the buildings, are required to complete Fair Housing Training every year. The Director of Compliance ensures that training is scheduled and attended as required, attendance sheets are completed at each training and shared with Human Resources for tracking. *Note that during the pandemic, in-person trainings have been cancelled, so training recordings have been shared via Plymouth's SharePoint.*

All PH managers and building staff are trained in the implementation of PH's Reasonable Accommodation Policy (see Appendices).

Rent for the premises

The 92 residential units at Eastgate and Bellevue Supportive Housing will likely receive rental subsidies from the County. PH receives a contract rent for each unit comprised of the tenant portion of the rent, based on tenant income, plus Section 8 subsidy if that becomes applicable, which together add up to KCHA's payment standard for studio units. Tenant rent is increased and decreased by KCHA according to its Section 8 policies and federal regulations, generally based on tenant income. Tenant rents must also be consistent with the Low-Income Housing Tax Credit Program as administered by the Washington State Housing Finance Commission (WSHFC). In most cases the Section 8 rent calculated by KCHA is consistent with tax credit requirements. All tenants at Eastgate Bellevue Supportive Housing will pay a \$50 security deposit prior to move-in. Additional fees may be assessed for lost keys, late rent, apartment damage, and NSF checks, as specified in the lease (see Appendices).

Procedure for determining tenant rents:

The tenant's portion of rent is determined by the King County Housing Authority (KCHA) in accordance with federal regulations and KCHA's Section 8 Housing Choice Voucher Administrative Plan. In general, tenants pay 28% of their projected annual income for gross rent (rent and utilities, which at Eastgate Bellevue Supportive Housing are paid by PH). Plymouth adheres to KCHA's Administrative Plan to determine rents.

When tenant income increases:

Tenant rent is increased and decreased by KCHA according to its Section 8 policies and federal regulations, generally based on tenant income as calculated.. Tenants are required to report to KCHA all increases in income, which may trigger a rent increase, and tenants may request reduced rent due to income loss during the year, resulting in a rent reduction.

Rent Collection:

Tenant rents are collected on-site by the property management staff.

Rent is due on the first of the month and late after the 10th (\$15 late fee). When a tenant is late on the rent, building management makes a referral to the Housing Case Manager to work with the tenant to get the rent paid. Tenants who anticipate difficulty paying rent may establish a payment plan with the Building Manager.

Rules for Operation of the Premises; enforcement procedures

The lease is included in the attachments along with a sample set of Building Rules. Property Management staff review the lease, Building Rules, and additional addenda in person with the tenant at the leasing appointment just prior to move-in.

Management communication regarding lease and building rules violations.

When a tenant violates lease provisions, the following steps are taken to enforce the lease and still maintain the tenant in housing when possible.

It is the responsibility of all building team members, including both Property Management and Social Services staff, to make every effort to encourage and assist tenants in meeting their rent obligations by using agreed upon strategies e.g. assisting the tenant in acquiring regular monthly income; encouraging the tenant to notify Seattle Housing Authority, if applicable, when income changes; payment plans and 14-Day Notices to Pay or Vacate; accessing community rental assistance; participating in care conferences; using payees to manage tenant funds; shaping and re-enforcing appropriate tenant behavior; and teaching budgeting skills.

Property damage caused by tenants is handled through standard lease enforcement and tenants are billed the full repair costs. Tenants have access to payment plans and social services provides support to seek external resources. Plymouth sets aside a small fund for tenant damages that is administered by the Social Service Department and applications for funds are approved by the Social Services Director.

Procedures for dealing with tenant complaints

Tenants are informed of the Tenant Grievance Process as part of the lease signing conducted by the Building Manager or Building Coordinator at move-in. The Tenant Concern Form and Tenant Grievance form (included in the appendices) are made available at the front desk, in the Housing Case Managers' offices, and at PH's central administrative office.

Tenants are encouraged to first discuss their concern with the Building Manager or Housing Case Manager, who may be able to rectify the problem. If the tenant remains unsatisfied, he or she is instructed to complete a Tenant Concern form and submit it to the Building Manager. The Building Manager is required to respond to the tenant in writing. If the response is still unsatisfactory to the tenant, the tenant may submit a Grievance Form to the Chief Asset Management Officer, who will investigate the concerns expressed and respond to the tenant in writing.

Procedure for dealing with neighbor complaints

Concerns and complaints from neighbors are promptly responded to by the Portfolio Manager or Director of Property Management. Complaints may be responded to in writing or in person depending on the nature of the situation. Plymouth has a media and community incidents policy that all staff are trained on to ensure that neighbor complaints are immediately escalated to the Deputy Director and Director of Property Management and the incident is recorded in the communication database.

Description of Security and Emergency Plans

Front desk/security door.

The primary tool for maintaining tenant safety and building security is the continuously staffed front desk and locked front door. Front desk staff ensure that tenants sign their guests in and out and enforce guest restrictions.

Security cameras.

Eastgate Bellevue Supportive Housing will be equipped with security cameras that monitor all the building's stairways, exits, corridors, and common areas (not tenant units). The camera monitors are located at the front desk.

Floor checks.

Building Assistants conduct periodic floor checks, to monitor the building for signs of tenant distress or problem activity.

Evacuation Plan.

Evacuation plans are posted on every floor.

Emergency Supplies.

Eastgate Bellevue Supportive Housing will maintain a cache of emergency supplies and food and water in the building, to assist tenants in the event of an earthquake or other disaster which interrupt public services.

Maintenance and Repair Program

Building repairs and major maintenance is provided by PH's Maintenance Team.

Inspections of units and systems:

Property management staff, accompanied by a Housing Case Manager, conduct quarterly inspections of all units and common areas to test smoke detectors, inspect units for pests, test emergency lighting, and check for fire hazards. Preventative maintenance inspections and repairs are done as needed and in accordance to the preventative maintenance schedule by building staff, Maintenance staff, or outside vendors (depending on the system).

Long-term Maintenance Plan and Schedule:

Maintenance will develop a preventative maintenance schedule after construction is completed by W.G. Clark Construction in spring of 2022. This schedule will outline all equipment and systems that need servicing and will be entered into the workorder system.

Major maintenance and capital improvements

As a new construction building with major systems under warranty, it is not expected that Eastgate Bellevue Supportive Housing will need major capital improvements for the first five years or so of operations.

In general, Plymouth's Executive Team oversees the annual creation of the following year's Capital Budget, based on a running assessment of major systems in all PH buildings. Capital Budget priorities are identified by the Capital Projects Manager in consultation with the Real Estate Department, Director of Facilities, Director of Property Management, Chief Asset Management Officer and Chief Financial Officer. The

proposed capital budget and operating budget are submitted to the PH Board in November, to take effect January 1 of the following year.

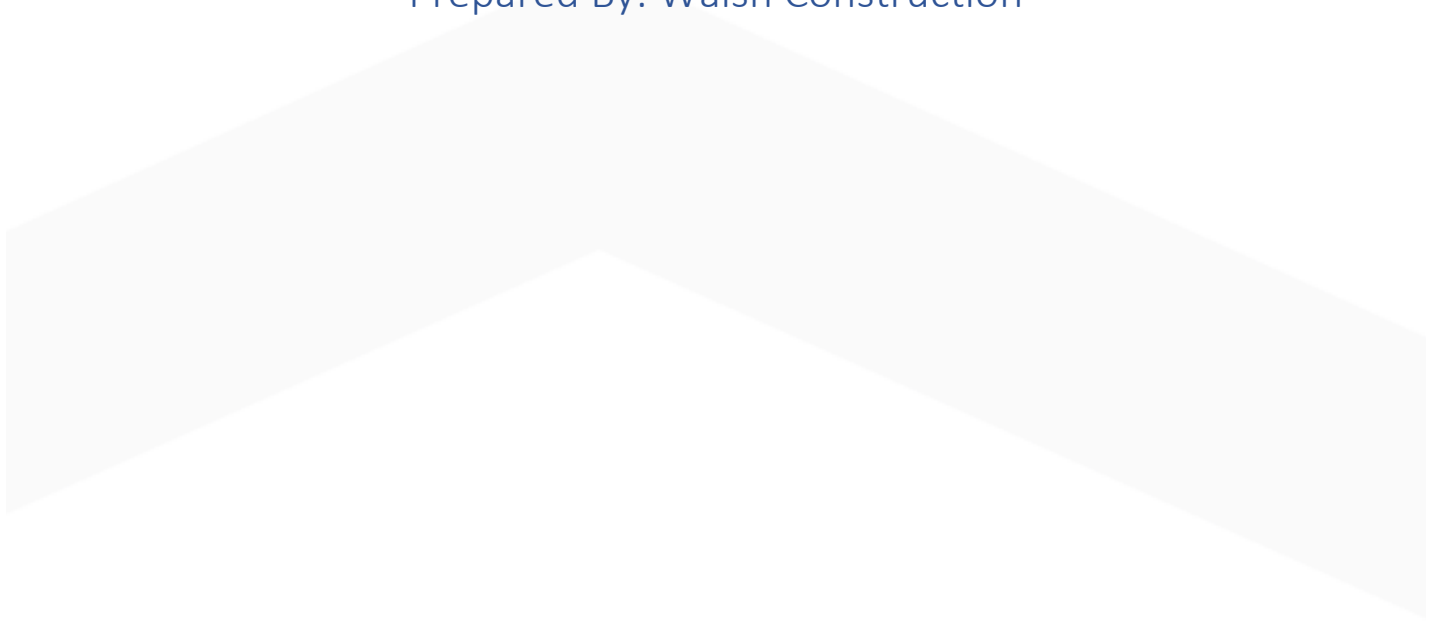
Policies for budget adjustments including expenditures from operating reserves

Plymouth finance staff reports monthly on building operating budgets and tracks variances from the annual budget. When there are variances, operating procedures are evaluated to ensure the building is operating at its most efficient potential. When unavoidable budget increases occur, Plymouth looks first for budget savings in other line items, and if needed, Plymouth staff will request a withdrawal from the operating reserves per City policy and in line with terms of the Partnership Agreement with our LIHTC investor member. Operating budgets are continually reviewed to inform the following year's annual budget.



Initial Cost Estimate

Prepared By: Walsh Construction



Project: **Plymouth Housing - Kenmore**

Conceptual Estimate

Date: 4/15/2022

Estimate No: 1

0

Div #	Division	Misc. Information	Quant	Unit	Unit Cost	Subtotal	Total
10000	General Requirements					1,282,213	
10000	General Requirements					1,282,213	
X	General Requirements- Estimate		1	ls	1,282,213.20	1,282,213	
20000	Existing Conditions						33,285
24100	Existing Conditions						33,285
X	Clearing		22,190	sf	1.50	33,285	
X	Demolition - Buildings	Excluded - By Owner		sf	10.00	-	
X	Asbestos Abatement	Excluded - By Owner		excl		-	
X	Contaminated Soil/Oil Tank Removal	Excluded - By Owner		excl		-	
30000	Concrete						1,454,101
33000	Cast-in-Place Concrete--SUB-STRUCTURE					1,324,586	
X	Concrete - Structure		19,645	sqft	55.00	1,080,464	
X	Weather Protection		19,645	sf	0.45	8,840	
X	Concrete Trade Supervision		1	ls	-	-	
X	Horizontal & Vertical Control		1	ls	44,954	44,954	
X	Equipment		1	ls	105,696	105,696	
X	Survey		1	ls	-	-	
X	Clean-up and Drop Boxes		1	ls	79,744	79,744	
X	Safety		1	ls	4,888	4,888	
35000	Concrete Topping Slabs					119,515	
X	Gyp-Crete	1" Thick	45967	sf	0.85	39,072	
X	Acousti-Mat Underlayment	1/4" Acoustimat II	45967	sf	1.75	80,443	
36000	Grouting					10,000	
X	Misc Grouting	Allowance	1	allw	10,000	10,000	
40000	Masonry						-
50000	Metals						458,029
51000	Structural Steel					107,344	
X	Structural Steel FOB		8	tons	5,000.00	40,000	
X	Structural Steel Erect		8	tons	3,800.00	30,400	
X	Steel Trade Supervision		1	ls	-	-	
X	Horizontal & Vertical Control		1	ls	5,619	5,619	
X	Equipment		1	ls	17,935	17,935	
X	Survey		1	ls	-	-	
X	Clean-up and Drop Boxes		1	ls	9,968	9,968	
X	Safety		1	ls	3,422	3,422	
55000	Metal Fabrications					350,685	
X	Steel Canopy		1201	sqft	155.00	186,155	
X	Misc. Metal Fabrications		65812	sqft	2.50	164,530	
60000	Wood & Plastics						4,062,957
61000	Rough Carpentry					2,334,278	
X	Rough Carpentry		57659	sf	36.00	2,075,724	
X	Wood Material Escalation	10% - Not Included in Total		ls	207,572.40	-	
X	Rough Carpentry Trade Supervision		1	ls	57,600	57,600	
X	Horizontal & Vertical Control		1	ls	44,954	44,954	
X	Equipment		1	ls	90,343	90,343	
X	Survey		1	ls	-	-	
X	Clean-up and Drop Boxes		1	ls	61,747	61,747	
X	Safety		1	ls	3,910	3,910	
62000	Finish Carpentry					488,023	
X	Unit Material		100	units	850.00	85,000	
X	Unit Labor		100	units	1,800.00	180,000	
X	Common Area Material & Labor		16030	sf	4.00	64,120	
X	Community Room FC		1048	sf	15.00	15,720	
X	Finish Carpentry Trade Supervision		1	ls	36,000	36,000	
X	Horizontal & Vertical Control		1	ls	-	-	
X	Equipment		1	ls	68,431	68,431	
X	Survey		1	ls	-	-	
X	Clean-up and Drop Boxes		1	ls	34,842	34,842	
X	Safety		1	ls	3,910	3,910	
67000	Siding & Trim					1,240,656	
X	Scaffold for Siding		49991	sf	5.00	249,957	
X	Hardi-Siding w/ Wood Trim		45595	sf	19.00	866,296	
X	Hardi Soffit		4443	sf	28.00	124,404	
68000	Decks & Railings						-
X	Deck Structures	Pre-Fabricated Metal		sf	105.00	-	

Project: **Plymouth Housing - Kenmore**

Conceptual Estimate

Date: 4/15/2022

Estimate No: 1

0

Div #	Division	Misc. Information	Quant	Unit	Unit Cost	Subtotal	Total
X	Deck Railings	Powder Coated Aluminum		lf	115.00	-	
70000	Thermal & Moisture Protection						1,122,105
71000	Waterproofing					27,114	
X	Damproofing		2748	sf	5.50	15,114	
X	Damproof Elevator Pit		1	ea	12,000.00	12,000	
71900	Building Envelope Moisture Barrier					328,161	
X	Mock-Ups		1	ls	10,000	10,000	
X	Building Wrap		49991	sf	4.50	224,961	
X	Air Barrier Test Prep		1	ls	10,000.00	10,000	
X	Project Skin Doctor		26	wks	3,200.00	83,200	
72000	Insulation					207,641	
X	Building Insulation		65812	sf	2.75	180,983	
X	Rigid Insulation at Soffitted Areas		4443	sf	6.00	26,658	
72500	Firestopping					90,000	
X	Penetrations		2000	ea	45.00	90,000	
75000	Membrane Roofing					368,366	
X	Roofing		13758	sf	19.00	261,410	
X	Tapered Rigid Insulation		11884	sf	9.00	106,956	
76000	Flashing & Sheet Metal					56,336	
X	Gutters & Downspouts		100	lf	5.00	500	
X	Parapet Copings		937	lf	35.00	32,802	
X	Other Flashing		65812	sf	0.35	23,034	
78000	Skylights					5,000	
X	Skylight		1	ea	5,000	5,000	
79000	Joint Sealants					39,487	
X	Interior		65812	sf	0.25	16,453	
X	Exterior		65812	sf	0.35	23,034	
80000	Doors & Windows						1,431,483
81000	Metal Doors & Frames					29,235	
X	Single Doors		35	ea	725.00	25,375	
X	Double Doors		4	ea	965.00	3,860	
82000	Wood Doors					204,120	
X	Unit Entry		100	ea	750.00	75,000	
X	Unit Passage		120	ea	535.00	64,200	
X	Unit Bi-Pass/Bi-Fold		100	ea	465.00	46,500	
X	Common Area Single		30	ea	550.00	16,500	
X	Common Area Double		2	ea	960.00	1,920	
83000	Special Doors					47,000	
X	Coiling Grilles			sf	55.00	-	
X	Access Doors		200	ea	235.00	47,000	
X	Elevator Fire Doors			ea	7,500.00	-	
84000	Storefront Assemblies					404,744	
X	Storefront	40% of Level 1 Skin	4397	sf	80.00	351,744	
X	Alum Entry Doors		10	ea	4,000.00	40,000	
X	Automatic Door Operators	Swing	2	ea	6,500.00	13,000	
85000	Windows					591,684	
X	Vinyl Windows	25% of Window Skin	8453	sf	30.00	253,579	
X	Install Windows		423	each	800.00	338,105	
87000	Hardware					126,650	
X	Unit Entry		100	ea	450.00	45,000	
X	Unit Passage		120	ea	275.00	33,000	
X	Unit Bi-Pass/Bi-Fold		100	ea	225.00	22,500	
X	Common Area Single		35	ea	650.00	22,750	
X	Common Area Double		4	ea	850.00	3,400	
88000	Glass & Glazing					28,050	
X	Common Area Doors		35	ea	150.00	5,250	
X	Mirrors		1200	sf	19.00	22,800	
90000	Finishes						2,705,438
91000	Metal Framing Systems					97,836	
X	Metal Framing		8153	sf	12.00	97,836	
92500	Gypsum Drywall					1,842,961	
X	GWB		63801	sf	24.00	1,531,224	
X	Lineal Soffits		3000	lf	19.00	57,000	
X	RFID System		1	ls	25,000	25,000	
X	Dryout Heat		100	units	750.00	75,000	
X	Finishes Trade Supervision		1	ls	28,800	28,800	
X	Horizontal & Vertical Control		1	ls	-	-	

Project: **Plymouth Housing - Kenmore**

Conceptual Estimate

Date: 4/15/2022

Estimate No: 1

0

Div #	Division	Misc. Information	Quant	Unit	Unit Cost	Subtotal	Total
X	Equipment		1	ls	58,505	58,505	
X	Survey		1	ls	-	-	
X	Clean-up and Drop Boxes		1	ls	27,874	27,874	
X	Safety		1	ls	3,422	3,422	
X	Drywall Repairs		1	ls	36,136	36,136	
95000	Acoustical					27,000	
X	Acoustical Ceilings	Allowance	3000	sf	9.00	27,000	
96000	Flooring					394,872	
X	Flooring		65812	sf	6.00	394,872	
99000	Painting					342,770	
X	Painting		63801	sf	4.00	255,204	
X	Exterior Walls & Trim		50038	sf	1.75	87,566	
100000	Specialties						142,779
102000	Louvers & Vents					10,000	
X	Louvers	Allowance	1	allw	10,000	10,000	
102600	Corner Guards					5,184	
X	Corner Guards		288	lf	18.00	5,184	
104000	Identifying Devices					27,875	
X	Unit Signage		100	ea	65.00	6,500	
X	Common Area Signage		75	ea	85.00	6,375	
X	Building Identification	Allowance	1	allw	15,000.00	15,000	
105200	Fire Protective Devices					15,120	
X	Fire Extinguisher Cabinets		36	ea	225.00	8,100	
X	Fire Extinguishers		36	ea	195.00	7,020	
105500	Postal Specialties					13,500	
X	Mailboxes		100	ea	135.00	13,500	
108000	Toilet & Bath Accessories					54,000	
X	Toilet & Bath Accessories		100	units	315.00	31,500	
X	Medicine Cabinet		100	ea	225.00	22,500	
X	Tub/Shower Doors			ea	325.00	-	
109000	Closet Specialties					15,200	
X	Wire Shelving		800	lf	19.00	15,200	
109900	Other Miscellaneous Specialties					1,900	
X	Knox Box		2	ea	950.00	1,900	
X	Hanging Bike Racks	None. No Interior Bike Room		ea	325.00	-	
110000	Equipment						383,945
1101100	Window Washing Equipment					30,000	
X	Mounting System	Allowance	1	allw	30,000.00	30,000	
111100	Commercial Laundry Equipment					-	
X	Washers	Excluded - By Owner		excl	5,000.00	-	
X	Dryers	Excluded - By Owner		excl	3,500.00	-	
111700	Waste Handling Equipment					38,400	
X	Trash Compactors	Excluded - By Owner		excl	-	-	
X	Trash Chutes		12	flr	3,200.00	38,400	
114000	Food Service Equipment					-	
X	Commercial Kitchen	None		ea	300,000.00	-	
X	FRP Paneling			sf	7.00	-	
114500	Residential Appliances					315,545	
X	Refer		100	ea	1,100	110,000	
X	Range		100	ea	750.00	75,000	
X	Range Hood		100	ea	325.00	32,500	
X	Disposal			ea	85.00	-	
X	Dishwasher		100	ea	700.00	70,000	
X	Microwave			ea	250.00	-	
X	Stacked Washer/Dryer			ea	1,400	-	
X	Common Room Appliances		1	ls	10,000	10,000	
X	Delivery & Set-in-Place		401	ea	45.00	18,045	
120000	Furnishings						443,245
1230000	Cabinets					420,000	
X	Cabinets		100	units	3,000	300,000	
X	Countertops- Plastic Laminate		100	units	850.00	85,000	
X	Countertops- Quartz			units	2,100	-	
X	Common Casework and Countertops	Allowance	1	allw	35,000	35,000	
1250000	Window Treatment					23,245	
X	Window Blinds	1" Horizontal Mini-blinds	8452.625	sf	2.75	23,245	
X	Shades	None Included		sf	14.00	-	
130000	Special Construction						-

Project: **Plymouth Housing - Kenmore**

Conceptual Estimate

Date: 4/15/2022

Estimate No: 1

0

Div #	Division	Misc. Information	Quant	Unit	Unit Cost	Subtotal	Total
140000	Conveying Systems						400,000
142000	Elevators					400,000	
X	Traction Elevator- 6 Stop		2	each	200,000.00	400,000	
210000	Fire Suppression						305,629
210100	Fire Protection					305,629	
X	Sprinkler Connection to 5' O/S Bldg		1	ea	2,500.00	2,500	
X	Fire Sprinklers at Finished Area	NFPA 13	65812	sf	3.85	253,376	
X	Fire Sprinklers at Garage		3338	sf	4.15	13,853	
X	Dry Standpipes	# Floors +1 for Roof- Each Location	14	flr	2,100.00	29,400	
X	Back-Flow Prevention Device		1	ea	6,500.00	6,500	
220000	Plumbing						3,000,000
220100	Plumbing					3,000,000	
X	Plumbing		100	units	30,000	3,000,000	
230000	HVAC						877,298
230100	HVAC					877,298	
X	Unit ERV's	New Energy Code	100	ea	6,500.00	650,000	
X	Common Area HVAC	Level 1	5120	sf	18.00	92,160	
X	Common Area HV	Level 2-6 Corridors	11836	sf	7.00	82,852	
X	Retail HVAC		2011	sf	26.00	52,286	
260000	Electrical						3,237,609
264000	Electrical					3,237,609	
X	Electrical		100	units	32,000.00	3,200,000	
X	Site Lighting		22190	sf	1.25	27,738	
268000	Temporary Electrical					9,872	
X	Temporary Power Installation		65,812	sf	0.15	9,872	
310000	Earthwork						375,183
312025	Excavation					375,183	
X	Structural Excavation - Haul Off-Site		792	tcy	80.00	63,375	
X	Structural Backfill - Import Backfill		634	tcy	75.00	47,531	
X	Sub-Slab Granular Material		453	tcy	75.00	33,971	
X	Misc. Site Excavation		1,000	tcy	75.00	75,000	
X	Erosion Control		22,190	sf	2.50	55,475	
X	Dewatering		3	mnth	9,000.00	27,000	
X	Final Site Grading		22,190	sf	0.50	11,095	
X	Earthwork Trade Supervision		1	ls	-	-	
X	Horizontal & Vertical Control		1	ls	11,238	11,238	
X	Equipment		1	ls	26,424	26,424	
X	Survey		1	ls	-	-	
X	Clean-up and Drop Boxes		1	ls	19,186	19,186	
X	Safety		1	ls	4,888	4,888	
320000	Exterior Improvements						466,434
3210000	Roads & Walks					208,434	
321025	Roads & Walks					208,434	
X	Asphalt Paving		5,736	sf	3.50	20,076	
X	Asphalt Patch		1,200	sf	4.50	5,400	
X	Conc Paving Driveway - R.O.W		369	sf	15.00	5,535	
X	Curb & Gutter		498	lf	50.00	24,900	
X	Pre-Cast Wheel-Stops		11	ea	165.00	1,815	
X	Stripe & Symbols		1,629	sf	0.50	815	
X	HC Sign - Post Mounted		2	ea	650.00	1,300	
X	Sidewalks - R.O.W		2,721	sf	9.50	25,850	
X	Sidewalks - On-Site		2,459	sf	11.00	27,049	
X	Handicap Ramp - Precast Insert		2	ea	950.00	1,900	
X	Pavers on Grade		4,596	sf	18.00	82,728	
X	Pavers on Pedestals		527	sf	21.00	11,067	
323000	Site Improvements					58,000	
X	Bicycle Racks		4	ea	1,500.00	6,000	
X	Steel Pipe Bollard w/Ftg		12	ea	650.00	7,800	
X	Benches		4	ea	1,300.00	5,200	
X	Conc Planter Wall - Straight		600	sf	65.00	39,000	
X	Conc Planter Wall - Curved			sf	48.00	-	
X	Site Furniture	Excluded - By Owner		ea	-	-	
X	Playground Equipment	Excluded - By Owner		ea	-	-	
329000	Landscaping / Irrigation					200,000	
X	Landscaping	Allowance	1	allw	200,000.00	200,000	
330000	Utilities						131,234
331000	Water Distribution					63,500	
X	Domestic Water		150	lf	85.00	12,750	

Project: **Plymouth Housing - Kenmore**

Conceptual Estimate

Date: 4/15/2022

Estimate No: 1

0

Div #	Division	Misc. Information	Quant	Unit	Unit Cost	Subtotal	Total
X	Fire Protection Water		150	lf	105.00	15,750	
X	Water Supply Vault		1	ea	10,500.00	10,500	
X	Fire Department Connection		1	ea	9,500.00	9,500	
X	Fire Hydrants		1	ea	15,000.00	15,000	
332000	Drainage Systems					67,734	
X	Wall Footing Drains		687	lf	32.00	21,984	
X	Sub-Slab Drains	Not Included		lf	25.00	-	
X	Storm Sewer		300	lf	95.00	28,500	
X	Storm Detention Structure	Not Included		ls	150,000.00	-	
X	Sanitary Sewer		150	lf	115.00	17,250	
500000	Other						3,657,891
50000	Other					681,919	
X	Safety Program		1	ls	#####	34,441	
X	Project Security / Guards	Not Included	1	ls		-	
X	Temporary Fire Prevention Requirements		1	ls		-	
X	Survey		1	ls	36,000	36,000	
X	Allowances		1	ls		-	
X	Final Cleaning		65812	sqft	0.85	55,940	
X	Tower Crane			mnth	79,123.60	-	
X	Self Erector Crane		10	mnth	55,553.78	555,538	
X	Man/ Mat. Hoist			mnth	42,000.00	-	
X	Street Use Permit	Not Included			250,000.00	-	
X	Permits & Fees		1	ls		-	
X	Sanitary Sewer Connection Fee	Not Included	1	ls		-	
X	Storm Sewer Connection Fee/Charges	Not Included	1	ls		-	
X	Water Meter/Connection Fee/Vault	Not Included	1	ls		-	
X	Electrical Connection Fee	Not Included	1	ls		-	
X	Off-Site Improvements	Not Included	1	ls		-	
X	Certified Survey	Not Included	1	ls		-	
X	Cost Certification	Not Included	1	ls		-	
X	Adjustments	Not Included	1	ls		-	
50100	Cost Indexing (Inflation)					1,164,052	
	Period Beginning / Period Ending	Annual Rate of Increase	Duration	Unit			
X	1-1-21/ 12-31-21	4.00%	0	mo	22,994,885	-	
X	1-1-22 / 12-31-22	4.00%	7	mo	22,994,885	536,547	
X	1-1-23 / 12-31-23	4.00%	8	mo	23,531,432	627,505	
X	1-1-24 / 12-31-24	4.00%	0	mo	22,994,885	-	
50200	Contingency					1,811,920	
	Estimating Contingency						
X	Schematic Drawings	y	5.50%		24,158,937	1,328,742	
X	Design Development Drawings		5.00%		24,158,937	-	
X	25% Construction Drawings		5.00%		24,158,937	-	
X	50% Construction Drawings		3.00%		24,158,937	-	
X	75% Construction Drawings		2.00%		24,158,937	-	
X	100% Construction Drawings		0.00%		24,158,937	-	
X	Contractors Construction Contingency	y	2.00%		24,158,937	483,179	
	Owners Construction Contingency					Not Included	
					SUB-TOTAL	25,970,857	
	Overhead & Profit					3.75%	973,907
					SUB-TOTAL		26,944,764
	Liability Insurance	Based on Total Estimate				1.36%	380,191
	All-Risk Insurance	Excluded					
	Subcontractor Bonding					1.00%	279,552
	B & O Tax	Based on Total Estimate				0.693%	193,730
					SUB-TOTAL		27,798,237
	Performance Bond	First 2,500,000			2,500,000	0.635%	15,875
		Next 2,500,000			2,500,000	0.525%	13,125
		Next 2,500,000			2,500,000	0.510%	12,750

Project: **Plymouth Housing - Kenmore**

Conceptual Estimate

Date: 4/15/2022

Estimate No: 1

0

Div #	Division	Misc. Information	Quant	Unit	Unit Cost	Subtotal	Total
	Next	12,500,000			12,500,000	0.495%	61,875
	Over	20,000,000			10,778,693	0.495%	53,355
					SUB-TOTAL		27,955,217
	State Sales Tax	Excluded	Y or N	n		10.10%	-
TOTAL							\$ 27,955,217
Per SF							\$ 424.77
Per Unit							\$ 279,552

This Conceptual Estimate does not establish any contractual sum; and any recipient of this Conceptual Estimate agrees that Walsh Construction Co. does not warrant and/or guarantee the sum; and any use by the recipient of the Conceptual Estimate shall be done at the sole risk of the recipient.

Standard Exclusions:

- Plan Check Fee
- Building Permit
- Fire Protection Permit
- Plumbing Permit
- HVAC Permit
- Electrical Permit
- Bonds
- Master Use Permits & Fees
- Assessments
- Sanitary Sewer Connection Fees
- Storm Sewer Connection Fees
- Water Meter & Tap
- Water Connection Fees
- Mitigation Fees & Expenses
- Impact Fees
- Electric Utility Company Connection Fees
- Survey
- Smoke Control Design
- Engineering
- Special Inspections
- Testing
- Cost Certification
- Rock Excavation
- Placement of Transformer into Building
- Overhead hazards/utilities located off-site
- Underground Obstructions and/or Conditions That Hinder Construction
- Performance & Payment Bond
- All-Risk Insurance
- Hazardous Material Abatement
- Any Warranty Beyond Manufacturers Warranty
- Subcontractor/Suppliers Individual Lien Releases
- Printing Cost(s) for Architects Plans & Specifications
- Project Photographs
- Premium for LEED certification

Project Specific Exclusions:

- ♦ Project security/guards (except during regular business hours on Monday thru Friday)
- ♦ Wood products are price variable commodities and the cost varies from day-to-day. This estimate is based on "today's" market prices. Accordingly, the actual cost at the time of purchase/delivery may decrease or increase. The contract shall include an article establishing the process to satisfy these variable cost(s).
- ♦
- ♦

:estimate Exclusions, Clarifications & Allowances"

END



Initial Schematic Design

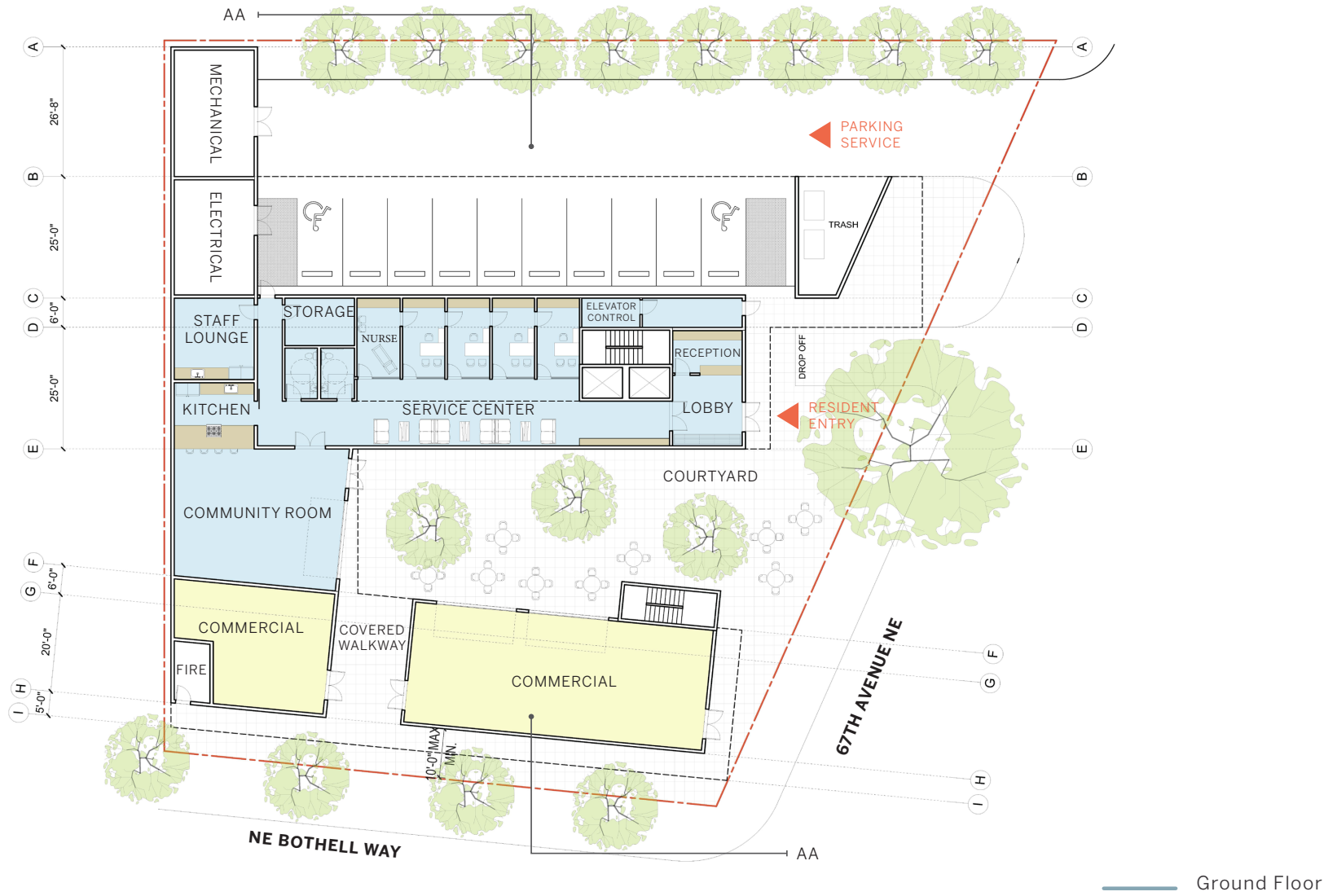
Prepared By: Environmental Works



Elevations

Affordable Living for Seniors in Downtown Kenmore
Kenmore Senior Housing

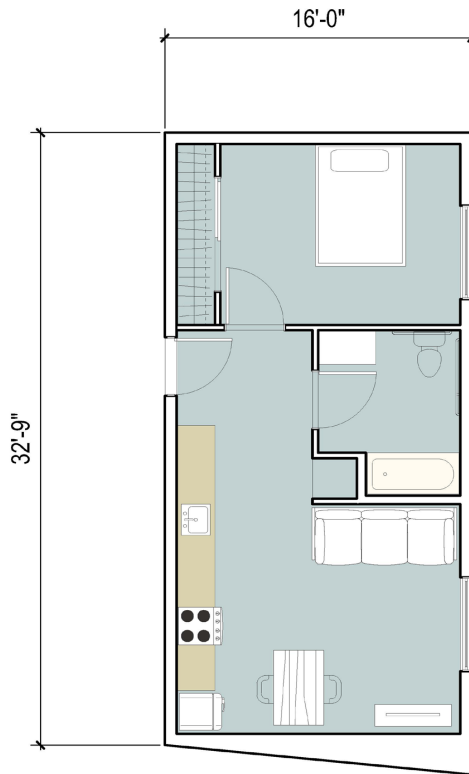




Affordable Living for Seniors in Downtown Kenmore

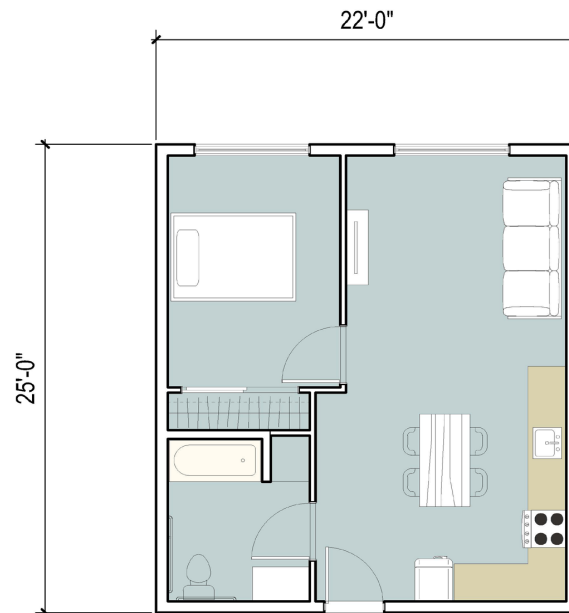
Kenmore Senior Housing





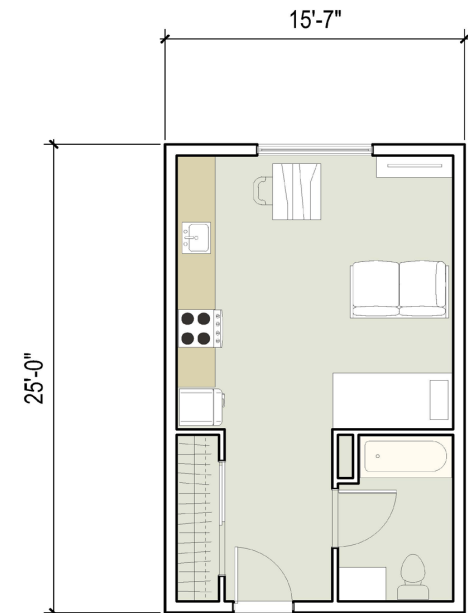
A

1 BEDROOM: 465 SF.



B

1 BEDROOM: 495 SF.



C

STUDIO: 343 SF.

Unit Plans

Affordable Living for Seniors in Downtown Kenmore
Kenmore Senior Housing

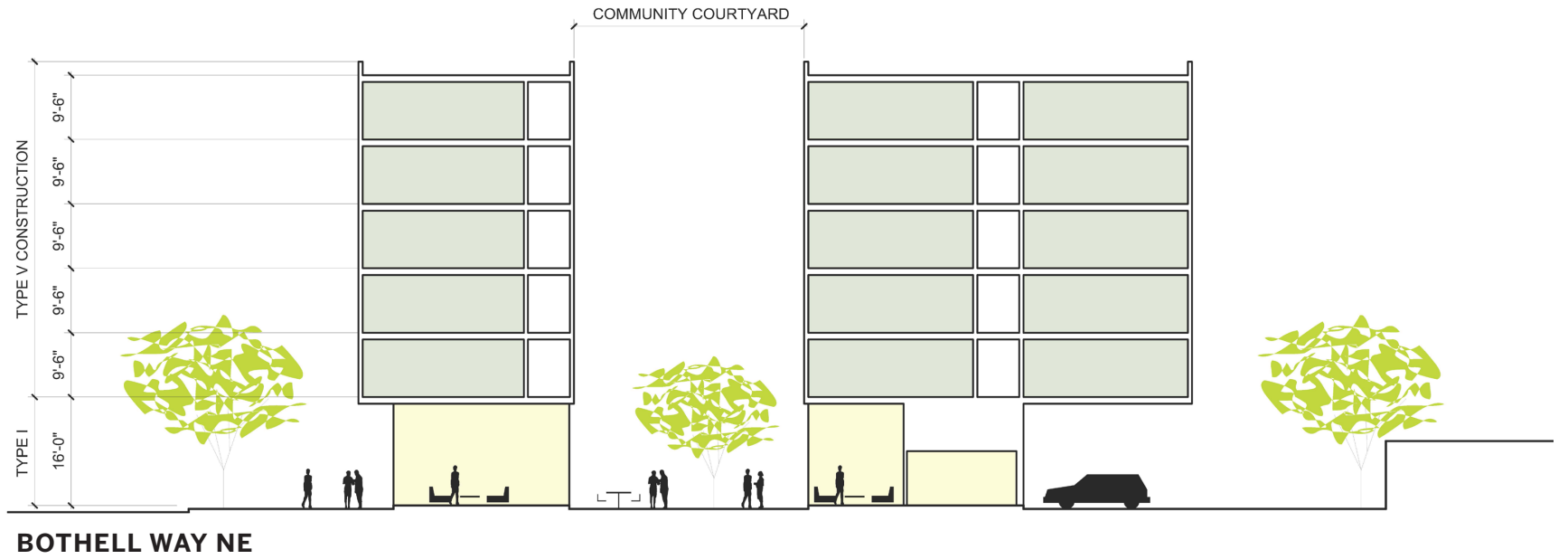
Plymouth
Housing
Building Hope. Transforming Lives.



Environmental Works
COMMUNITY DESIGN CENTER



WALSH
CONSTRUCTION CO.



Affordable Living for Seniors in Downtown Kenmore
Kenmore Senior Housing



Kenmore City Council
May 31, 2022

Plymouth Housing



*Wendy Tyau-Dumlao, left, a housing case manager for Plymouth Housing, with Leo, a Plymouth Housing resident who has achieved stability after homelessness.
(Photo Credit: Rolan Wong)*

Our Mission

Plymouth Housing Group works to eliminate homelessness and address its causes by preserving, developing and operating safe, quality, supportive housing and by providing homeless adults with opportunities to stabilize and improve their lives.



Our Model: Housing First Housing before anything else.



We Believe

That everybody is ready for housing, and we make moving into our apartments as easy as possible for our most vulnerable neighbors.



We Empower

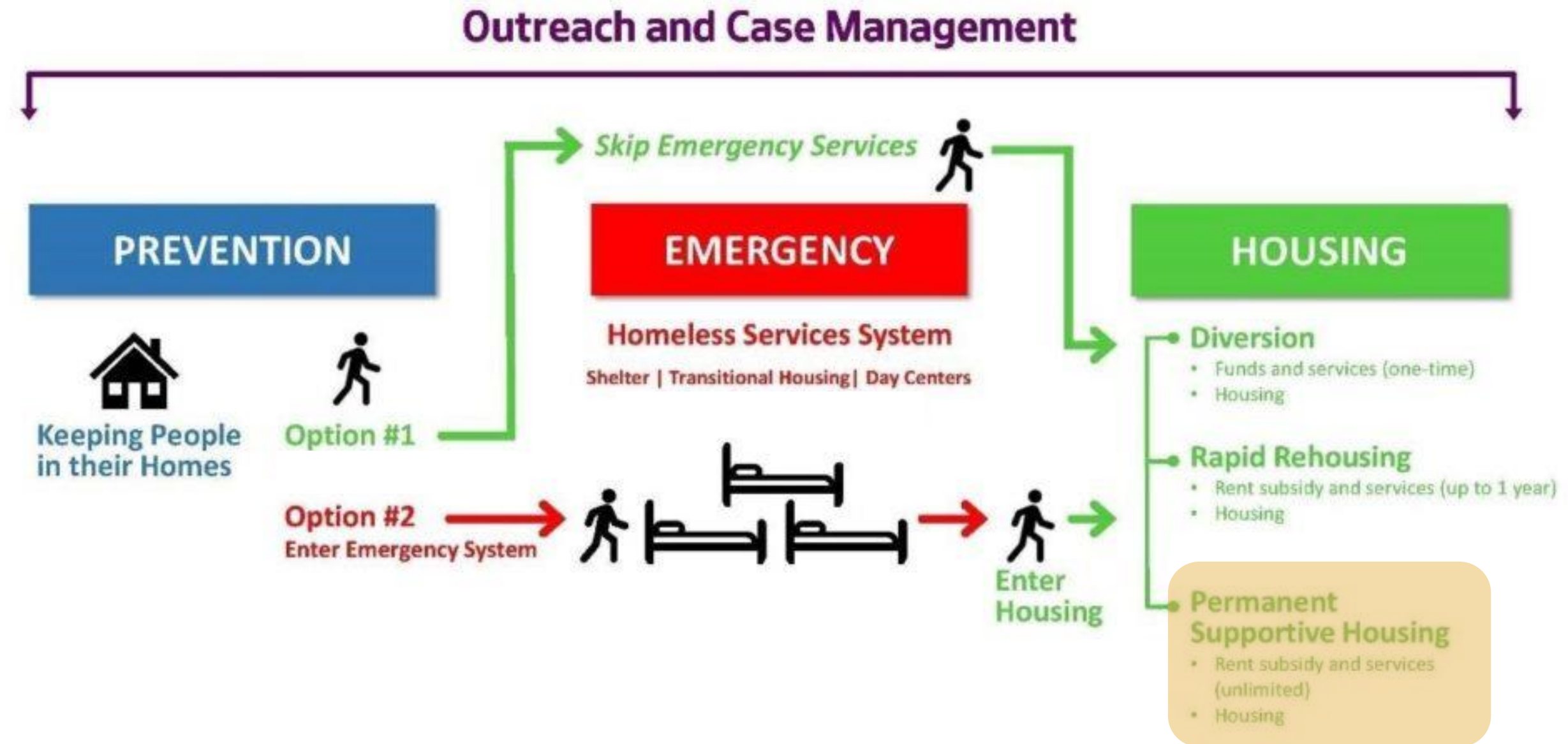
Our residents by offering them the choice to engage in services and we're here when they need us.



We Provide

Opportunities for growth that start with each resident's individual needs.

Addressing Homelessness Requires a Continuum of Care System



Housing + Support =Permanent Supportive Housing

Our model of permanent housing, coupled with wraparound supportive services, gives our residents the solid base they need to rebuild their lives and leave homelessness behind forever.

- By “**permanent**,” we mean that there is no time limit on our housing.
- By “**supportive**,” we mean that we connect our residents with services that can help them thrive.

97%
of Plymouth's
residents
succeed in
maintaining a
permanent home
after leaving
homelessness.

Plymouth

Community Outreach Strategy



- Postcards for Neighborhood
- Three Virtual Meetings (potential topics):
 1. Introduction to Plymouth
 2. Operations & Services
 3. Building Design
- Dedicated Project Webpage with contact info.
- FAQ Document

Building Operations & Services

Kenmore Supportive Housing: Proposed Population



- Income 30% or less of the Area Median Income (AMI)
- Seniors (55+)
- Veterans
- Disabled individuals
- Formerly homeless individuals



Potential Referral Partnerships



Leverage Existing Partners:

- Sophia Way
- Congregations for the Homeless
- Uplift NW
- Hopelink
- Urban League
- Housing Connectors

Build Kenmore Partnerships

Property Management

- Buildings fit into and enhance neighborhoods
- Development focuses on safety, quality & energy efficiency
- Commercial space managed by Plymouth Housing



Building Staff: Roles and Responsibilities

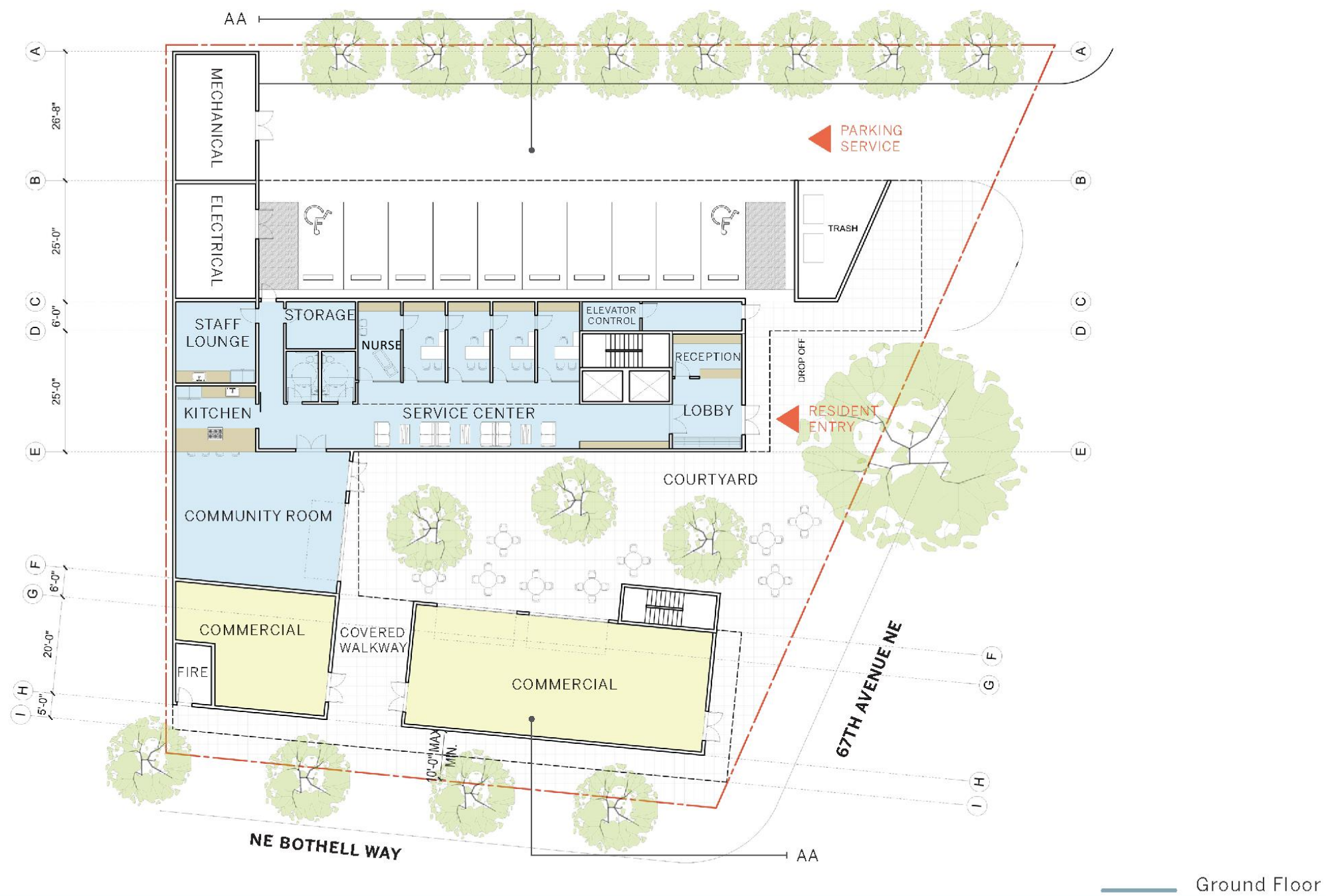


- Portfolio Manager
- Housing Case Managers
- Building Assistants (Front Desk)
- Maintenance Tech
- Janitors
- Nurse
- Chief Behavioral Health Officer

Site Construction & Design

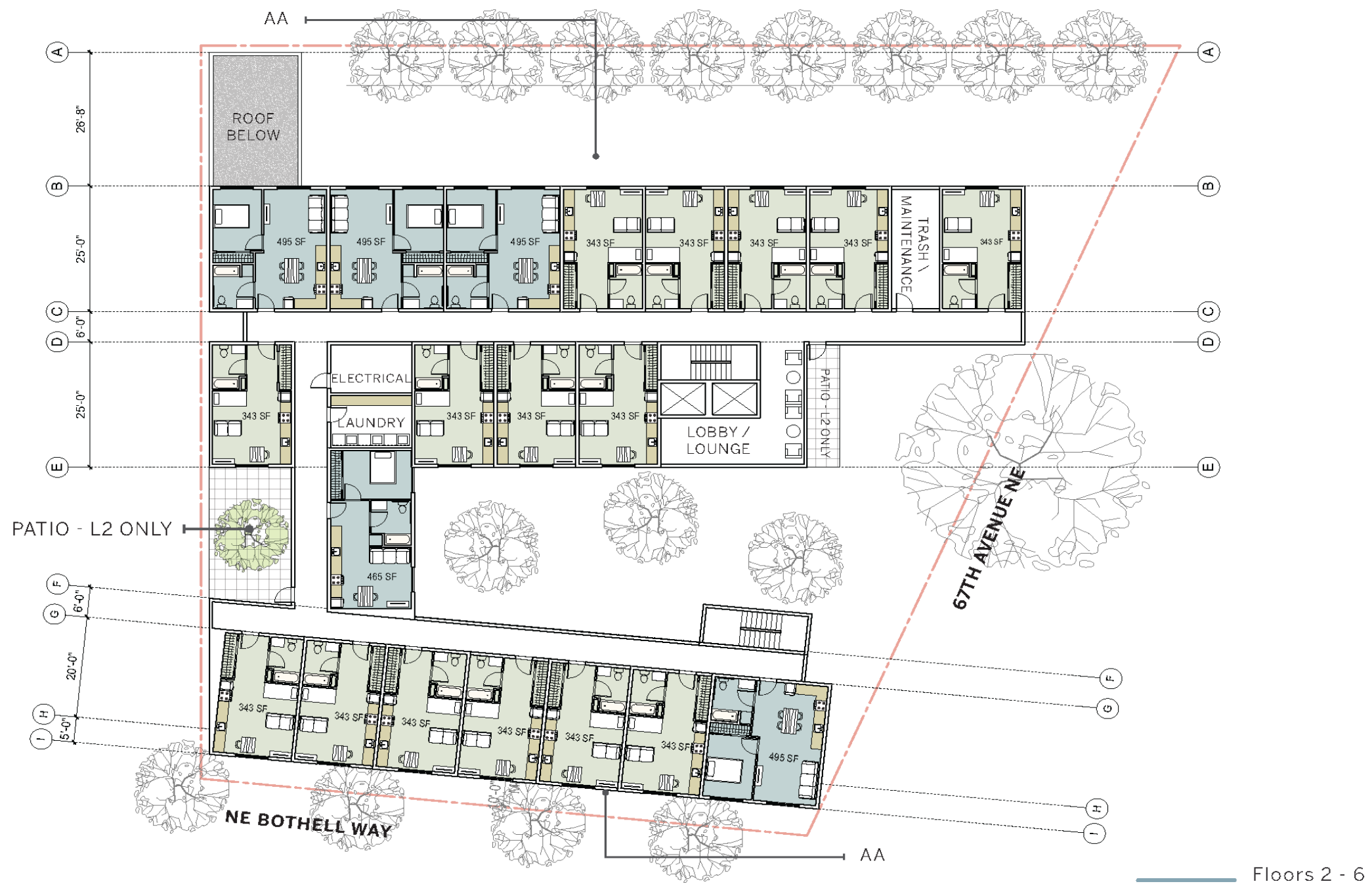






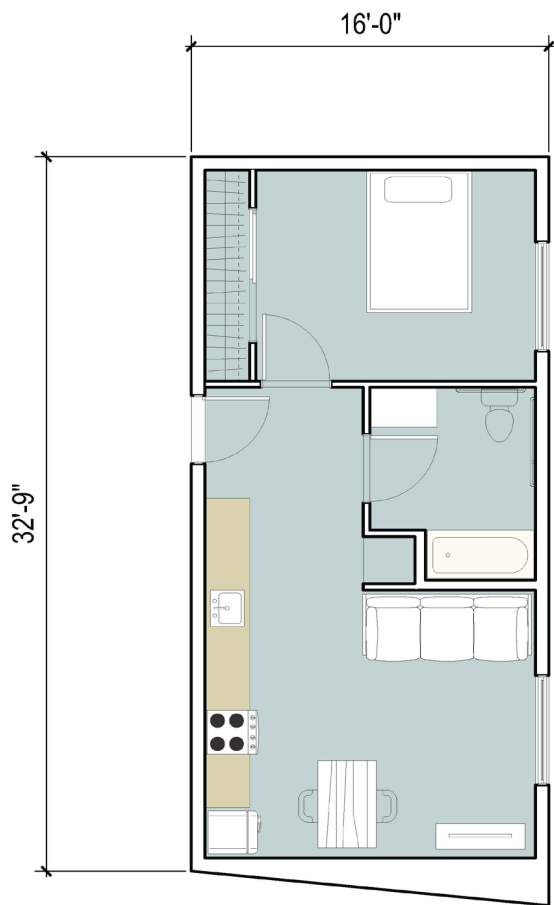
Affordable Living for Seniors in Downtown Kenmore
Kenmore Senior Housing





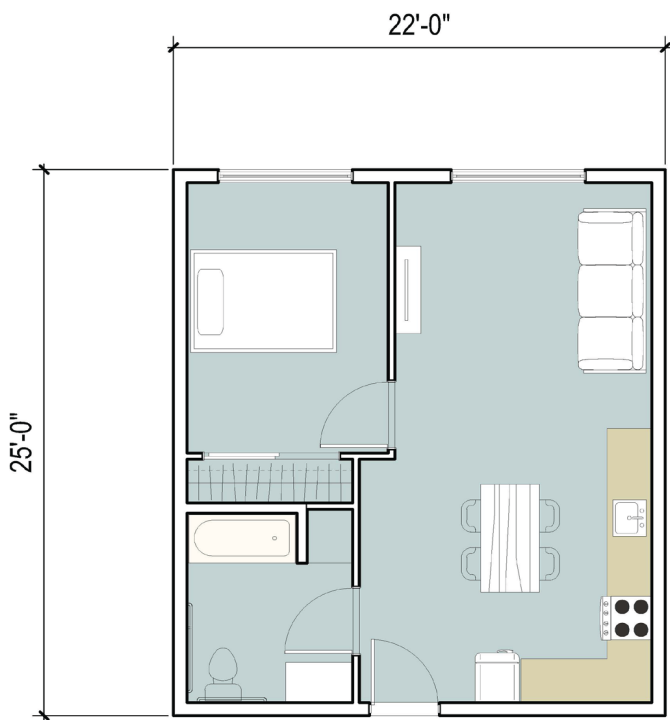
Affordable Living for Seniors in Downtown Kenmore
Kenmore Senior Housing





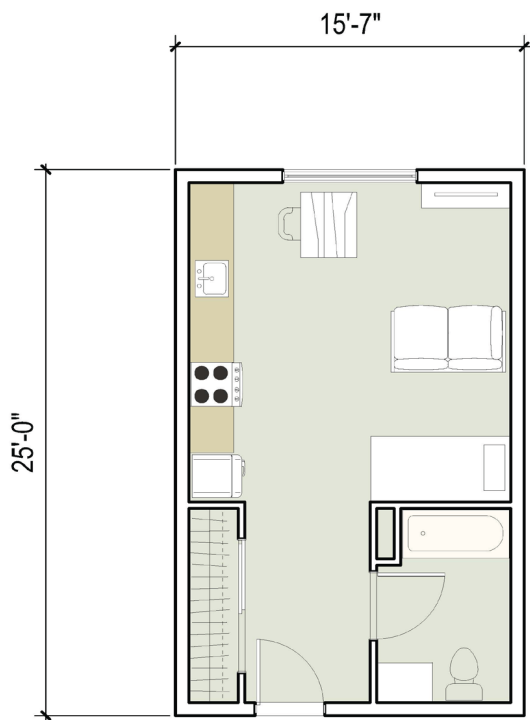
A

1 BEDROOM: 465 SF.



B

1 BEDROOM: 495 SF.



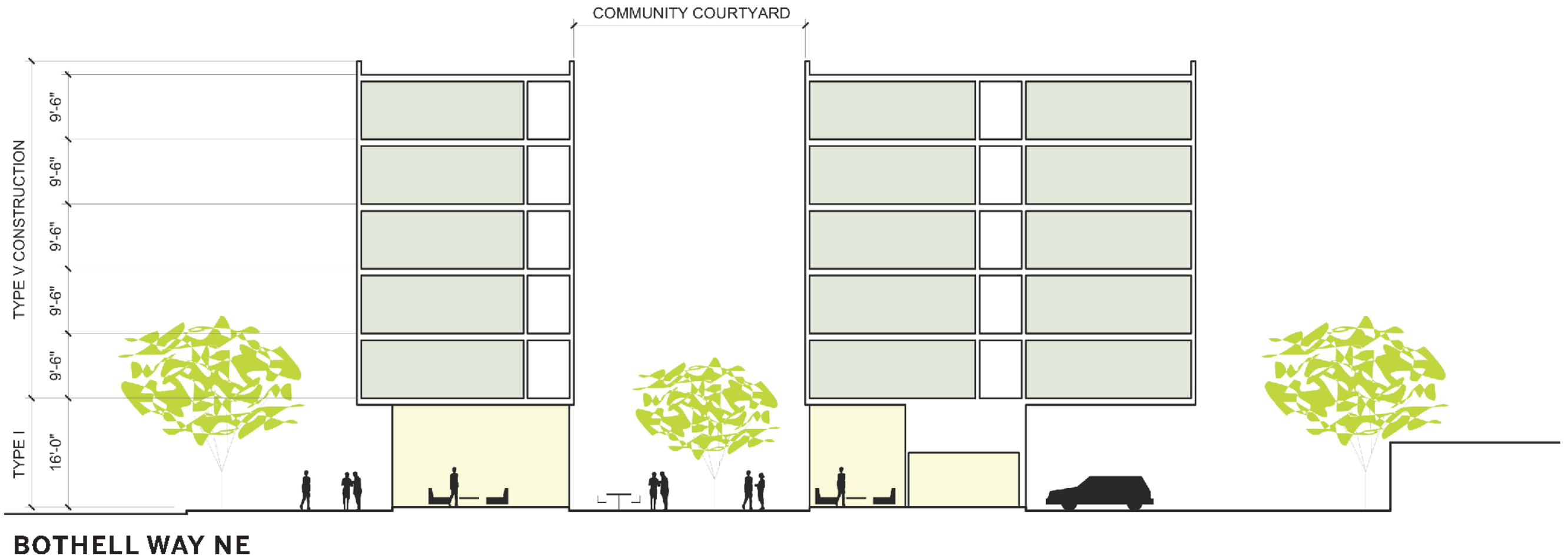
C

STUDIO: 343 SF.

Unit Plans

Affordable Living for Seniors in Downtown Kenmore
Kenmore Senior Housing





Section AA

Affordable Living for Seniors in Downtown Kenmore
Kenmore Senior Housing



