

## EMERGENCY CONTRACT FOR CONSTRUCTION SERVICES

### 2025 Flood Emergency- Major Sewer Repairs

THIS AGREEMENT is made on this December 31, 2025 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and Fury Site Works, Inc. ("Contractor").

Authorized City Representative for this contract: Jeff Hamlin, Parks & Public Works Department Director

WHEREAS, on December 10, 2025 City of Snoqualmie's Mayor declared via official proclamation pursuant to RCW 35.22.081 and Snoqualmie Municipal Code 2.48 a State of Emergency as an intense atmospheric river storm brought significant and dangerous flooding to the Snoqualmie Valley including severe, near-record flooding; and,

WHEREAS, on December 10, 2025 at 3:00 PM the City of Snoqualmie activated its Emergency Operations Center (EOC) to enhance coordination among City departments, regional partners, and emergency services; and,

WHEREAS, on December 12, 2025 the City of Snoqualmie Public Works Department identified two sink holes associated with sewer lines requiring emergency repairs; and,

WHEREAS, the complexity and urgency of the repairs to protect public health and safety required the City to obtain the immediate construction services of a contractor with expertise in underground sewer utility installation; and,

WHEREAS, the City contacted multiple contractors and finds that Fury Site Works, Inc. is both qualified and readily available to perform the required services; and,

WHEREAS, the City desired to engage Fury Site Works to provide emergency sewer repairs in downtown Snoqualmie associated with 2025 emergency flood events;

WHEREAS, under the authority of the Mayor's Emergency Proclamation on December 10, 2025, the City enters into this contract with intent to ratify as soon as practicable at the next official City Council Meeting;

NOW, THEREFORE, the parties herein do mutually agree as follows:

- Project.** Contractor shall do all work and furnish all tools, materials, and equipment for Major Sewer Repair work caused by emergency flood events which occurred during December 2025 known as the "2025 Flood Emergency- Major Sewer Repairs" in Downtown Snoqualmie ("Project") in accordance with and as more fully described in Exhibit A.
- Work.** The term Work, as used in this Contract, means the construction and services necessary or incidental to fulfill Contractor's obligations in conformance with this Contract. The City may revise the Work and the compensation by a written Change Order

signed by the authorized City representative that shall become a part of this Agreement or by a writing that is signed by authorized representatives of the City and the Contractor.

- a. The City Administrator, in accordance with the City's continuing state of emergency due to flooding and in the interest of protecting public health and safety, may authorize amounts exceeding the \$300,000 limit set forth in section 3 below. Such amendment shall be ratified by City Council as soon as practicable at the next official City Council meeting.
- b. The project manager(s) of the Work shall be Mike Day, Vice President. The project manager(s) shall not be replaced without prior consent of the City.

3. **Project Cost.** Project Costs, including all services and expenses shall not exceed \$300,000, which shall be full compensation for the Work. The City shall pay Contractor for construction Project Costs including, but not limited to labor, materials, overhead, administrative, unless otherwise agreed to by the parties in writing.

4. **Payment Terms.** Not more than once every thirty days the Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

All requests for payment should be sent to City of Snoqualmie

Department of Public Works  
PO Box 987  
Snoqualmie, WA 98065  
Attn: Jeff Hamlin, Director of Parks and Public Works

5. **Prevailing Wages.** The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

6. **Work Product.**

- a. The Contractor shall pursue the emergency sewer repair improvements to the satisfaction of the Public Work Director and in accordance with Attachment A. Contractor shall execute sewer repair as directed until notified by Public Works Director to pause or otherwise modify the Project. The Contractor shall notify the City in writing 48-hours in advance of any change of conditions which impact their ability to execute the work.
- b. Contractor understands and agrees that this work scope involves emergency response under a Federal, State, and City declared emergency declarations and that the City will be potentially submitting for reimbursement of expenses to various government agencies, including but not limited to the Federal Emergency

Management Agency (FEMA). Contractor agrees to provide the City with any further necessary reports, invoices, or details of expenses to assist and facilitate the City in applying for reimbursement of costs.

- c. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Contractor's permission shall be at the City's sole risk.

7. **Termination of Contract.** City may terminate this Agreement by sending a written notice of termination to Contractor ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation. Upon receipt of the Notice, the Contractor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Contractor actual notice.

8. **Assignment of Contract- Subcontractors.** Contractor shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

- a. The City approves the sub-contractor Magna Services for dewatering work.

9. **Indemnification.** Contractor shall defend, indemnify, and hold harmless the City, its commissioners, officers, managers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgment, attorneys' fees and costs, and other expenses of any kind on account of, relating to, or arising out of Contractor's work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City. For the purposes of this indemnification, Contractor specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Contractor's obligation to defend, indemnify, and hold harmless the City, its officers, employees, agents and volunteers shall be limited to the extent of the City's negligence. The provisions of this paragraph shall survive the expiration or termination of this Contract.

10. **Insurance.** Contractor shall obtain, and keep in force during the term of this Contract, insurance policies as follows:

- a. **Commercial General Liability.** 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 be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.

- b. **Automobile Liability Insurance.** Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
- c. **Workers' Compensation.** Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law;
- d. **Employer's Liability or "Stop Gap".** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy;
- e. The insurance policies shall specifically name the City, its elected or appointed officials, officers, employees, and volunteers as insureds with regard to damages and defense of claims arising from (1) activities performed by or on half of the Contractor; or (2) products and completed operations of the Contractor; or (3) premises owned, leased, or used by the Contractor. Such policy shall also contain an endorsement or policy wording naming the City shall provide for not less than 30 days prior written notice to the City of any change, cancellation or expiration of such policy
- f. 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 the City; and (3) shall state that the City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.
- g. Before commencing work and services, Contractor shall provide to the City a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this paragraph. The City reserves the right to request and receive a certified copy of all required insurance policies.
- h. Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor.

11. **Job Safety/Housekeeping.** All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or City staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should the City determine Contractor is not fulfilling its obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

**12. Compliance with Codes and Regulations.** Contractor is expected to comply with all applicable statutes in performing Project Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Contractor performs work.

**13. Permits, Taxes, Temporary Functions.** Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of this Contract, including but not limited to a City of Snoqualmie business license. Contractor shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its work, including but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagman, drinking water, storage, ventilation and heat.

**14. Termination.** If Contractor: (1) fails to provide a sufficient number of properly skilled workers or a sufficient quantity of suitable materials or adequate equipment; (2) fails to diligently prosecute work according to the Project schedule; (3) causes, by act or omission, stoppage, delay, or interference of the Work; (4) fails to correct or repair any damaged or defective work or materials; (5) fails to comply with any provisions of this Contract; (6) become insolvent or adjudged bankrupt; or (7) fails to make prompt payment to lower tier subcontractors or suppliers, then the City may terminate this Contract upon written notice to the Contractor.

## **15. General Provisions.**

a. **Notices.** Any notice or demand desired or required to be given under this Contract shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

City:

City of Snoqualmie  
Department of Public Works  
PO Box 987  
Snoqualmie, WA 98065  
Attn: Jeff Hamlin, Director of Parks and  
Public Works, 425-831-4919

Contractor:

Fury Site Works, Inc.  
P.O. Box 2118  
North Bend, WA 98045  
Attn: Mike Day, Vice President  
425-888-1596

b. **Entire Agreement.** This Contract and its attachments contain the entire understanding between the City and Contractor relating to the Project which is the subject of this Contract. This Contract merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Contract shall be in writing and signed by the parties to this Contract.

c. **Modification.** No modification of this Contract and no waiver of rights under this Contract shall be valid or binding on the parties unless the same is in writing.

d. **Waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

e. **Assignment.** Neither party shall assign, transfer or otherwise dispose of this Contract in whole or in part to any individual, firm or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Contract shall be binding upon and endure to the benefit of the respective successors and assigns of the parties hereto: This Contract is made only for the benefit of the City and the Contractor and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third party beneficiary.

f. **Severability.** If any term, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract shall remain in effect.

g. **Dispute Resolution.** If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses charged by the mediation service equally; the parties shall be responsible for their own attorneys' fees incurred as a result of mediation.

h. **Jurisdiction/Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.

i. **Attorneys' Fees.** In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

CITY OF SNOQUALMIE ("CITY")

By \_\_\_\_\_

Typed Name: James Mayhew \_\_\_\_\_

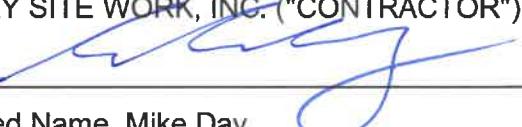
Its \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

FURY SITE WORK, INC. ("CONTRACTOR")

By  \_\_\_\_\_

Typed Name Mike Day \_\_\_\_\_

Its Vice President \_\_\_\_\_

Phone: 425-888-1596 \_\_\_\_\_

Fax: N/A \_\_\_\_\_

Date: 12/31/2025 \_\_\_\_\_

WA Contractor's License No. \_\_\_\_\_

FURYSSW894MQ \_\_\_\_\_

## **ATTACHMENT A**

### **SCOPE OF WORK**

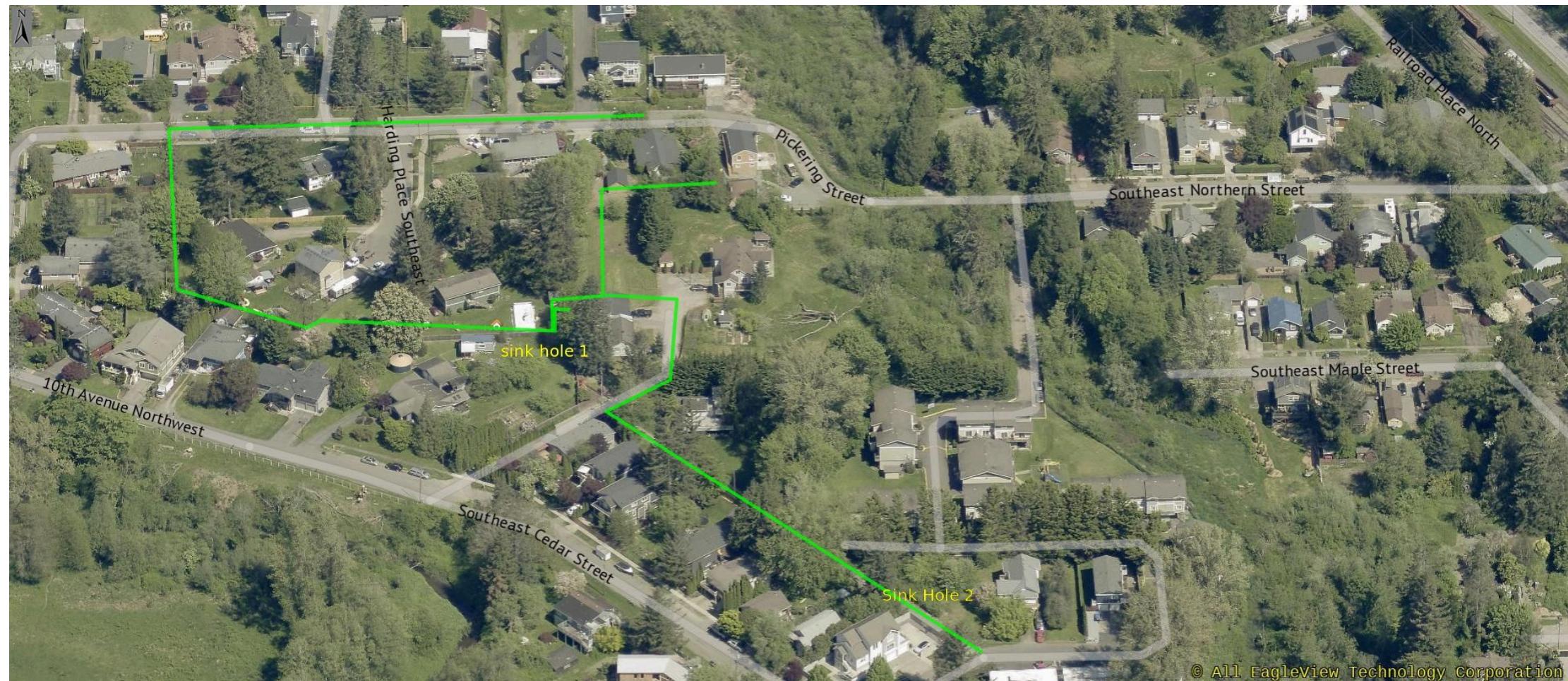
## **2025 Flood Emergency – Major Sewer Repair Project**

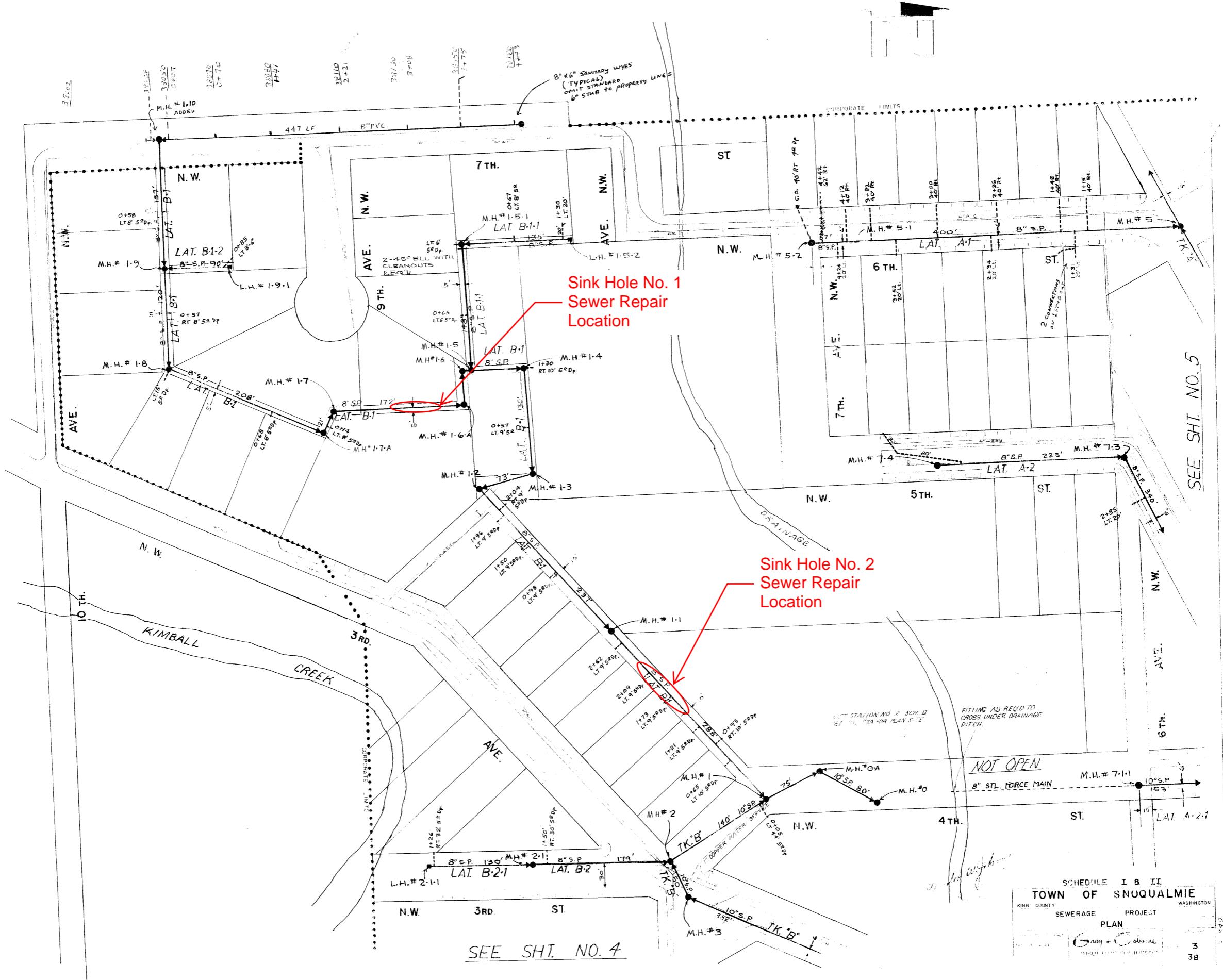
This project includes all work, tools, materials, and equipment needed to complete Major Sewer Repair work caused by emergency flood events which occurred during December 2025 known as the “2025 Flood Emergency- Major Sewer Repairs” in Downtown Snoqualmie. The sewer repair work includes replacement of two failed sewer main pipes and associated sink holes located within the Lift Station 2 sewer drainage basin in the vicinity of Pickering Court and Hardling Place SE located in Downtown Snoqualmie. The sinkholes and associated failed sewer pipes have resulted in damage to the City’s sewer collection system and have required 24/7 operations to maintain sewer services until sewer mains are repaired, cleaned and brought back into service.

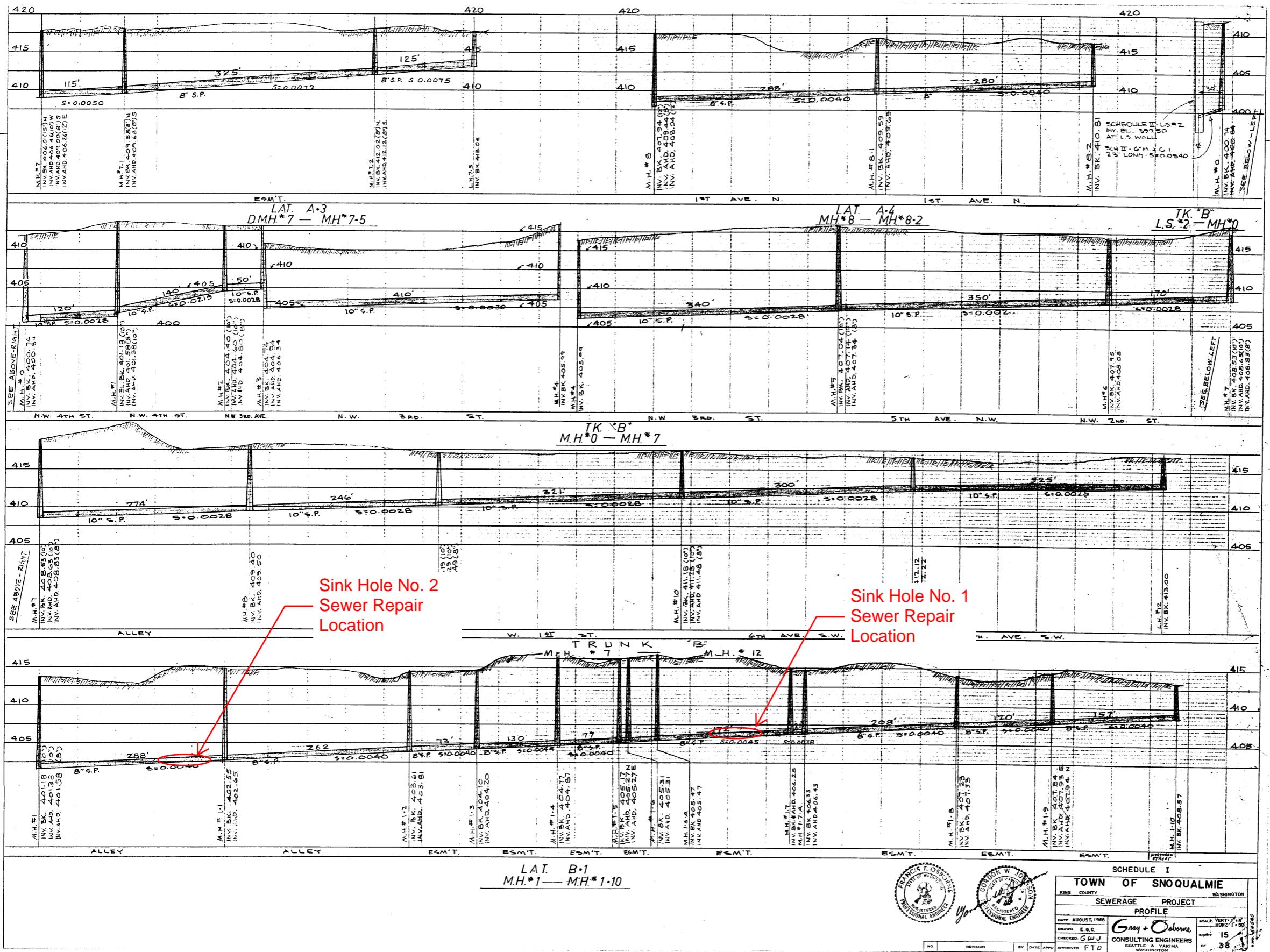
Sink Hole 1 is located within the City utility easement at the end of Harding Place Southeast and will involve replacement of the section of failed 8-inch concrete sewer main and any associated sewer service connections located between Sewer Manhole 1-7 and Sewer Manhole 1-6A. Sink Hole 2 is located within the City right-of-way located between Cedar Place SE and SE Fir Street and will involve replacement of the section of failed 8-inch concrete sewer main and any associated sewer service connections located between Sewer Manhole 1 and Sewer Manhole 1-1. Both sewer mains are estimated to be located between 10 and 12 feet deep in sand and silty-sand soil types that will require active dewatering and temporary trench shoring. New pipe sections shall be supported by foundation material wrapped with geotextile as shown in the enclosed trench detail for Mainline Sewer Restoration. City will provide video inspection following work to document completion and final acceptance.

# 2025 Flood Emergency -Major Sewer Repairs

## Lift Station 2 Drainage Basin -Map of Repairs

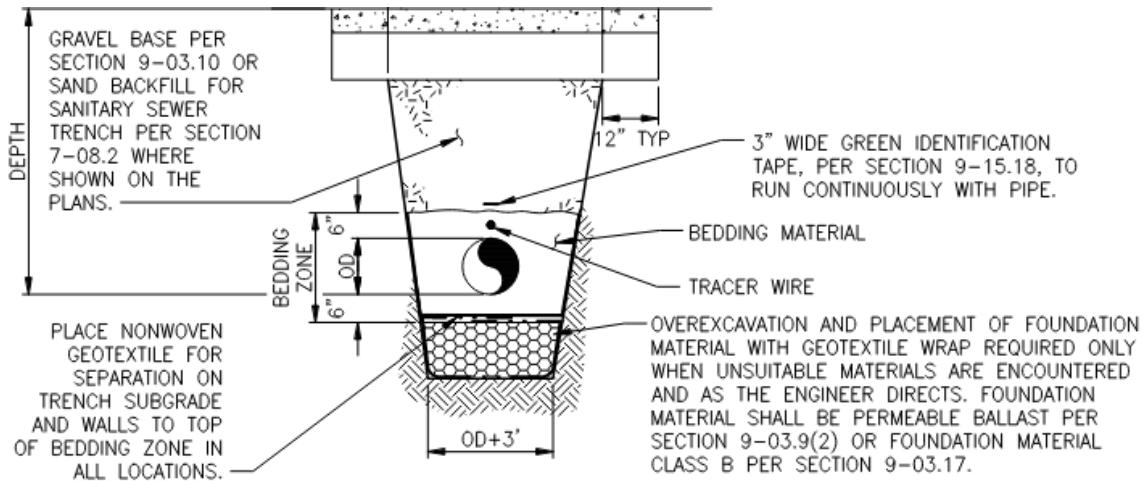






## 2025 Flood Emergency – Major Sewer Repairs

### Trench Detail for Mainline Sewer Restoration



#### NOTES:

1. COMPACTION: BEDDING SHALL BE COMPACTED TO 95% MAX. AS DETERMINED BY ASTM D1557. BACKFILL SHALL BE COMPACTED TO 95% IN PAVED OR SHOULDER AREAS AS DETERMINED BY ASTM D1557.