RESOLUTION NO. 793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE FINDING A SPECIAL FACILITY OR MARKET CONDITION EXISTS WITH RESPECT TO THE REPAIR OF THE FIRE DAMAGE TO KOBAYASHI PARK, AND APPROVING A CONTRACT WITH MODERN BUILDERS FOR THAT WORK

WHEREAS, State law authorizes local elected officials to make a legislative determination to waive competitive bidding through a finding that a special facility or market condition exists for certain work, based on local knowledge and local circumstances; and

WHEREAS, the "special facilities or market conditions" exemption has been utilized by local jurisdictions across the State for more than fifteen (15) years and has never been the subject of a reported Washington State Court case or Attorney General Opinion; and

WHEREAS, the circumstances that may constitute "special facilities or market conditions" are not defined by State law, but rather are left to the legislative judgment of each local Council; and

WHEREAS, in June of 2014, after competitive bidding, the City awarded a contract to Modern Builders to remodel the former residence at Kobayashi Park into a park shelter, and by August of 2014, the work was complete; and

WHEREAS, unfortunately, just one year later in August of this year, a fire believed to be arson caused significant damage to the restroom and other portion of the structure, for which the repair is covered by the City's WCIA insurance, but it does constitute a public work; and

WHEREAS, the current shelter is a complex melding of the structure of the old residence with new additions that is atypical of a standard park shelter facility, and because Modern Builders was the successful bidder for the conversion which was completed last year, they are familiar with the nuances of the Kobayashi structure, and are best situated to repair it correctly; and

WHEREAS, the Public Works Department therefore recommends that the Kobayashi structure be determined to be a special facility or market condition for purposes of letting a repair contract to Modern Builders; and

WHEREAS, the foregoing facts and circumstances clearly support a Council determination to utilize the "special facilities or market conditions" exemption for the repair of the fire damage to Kobayashi Park;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

- 1. <u>Incorporation</u>. The recitals are hereby incorporated herein as the legislative findings of this Council.
- 2. <u>Determination of a Special Facility or Market Condition</u>. Based on the facts and circumstances described herein, the City Council finds that a special facility or market condition as authorized in State law exists with respect to the repair of the fire damage to Kobayashi Park.
- 3. <u>Approval of Contract with Abbott Construction</u>. The contract with Modern Builders is hereby approved substantially in the form attached hereto.
- 4. <u>Effective Date</u>. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 5, 2015.

Denise McCluskey, Mayor

ATTEST:

melita Genetia, City Clerk

APPROVED AS TO FORM:

Steve Victor, City Attorney

SMALL PUBLIC WORKS CONTRACT

FOR

KOBAYASHI FIRE DAMAGE REPAIR PROJECT

THIS SMAI	LL PUBLIC	C WORKS	CONTR	AC	T ("Contra	act")	is dated	effective	this
day of	, 20	15 and is ma	de by a	nd	between the	e City	of Univ	ersity Plac	e, a
Washington	municipal	corporation	("City	or	Owner"),	and	Modern	Builders,	Inc
("Contractor	").								

- A. The City desires to retain an independent contractor to furnish all tools, labor and materials necessary to rebuild/repair building damaged by fire due to vandalism; and
- B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

- 1.1 <u>Description of Work</u>. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents attached hereto and incorporated by this reference Exhibit "A" which shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.
- 1.2 <u>Completion Date</u>. The Work shall commence upon the effective date mutually agreed upon and shall continue until the completion of the Services, but in any event no later than thirty (30) working days from start of project. The Work shall not be deemed completed until the City has accepted the Work.
- 1.3 <u>Performance Standard</u>. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.
- 1.4 <u>Compliance with Laws</u>. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.5 <u>Change Orders.</u> The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement, which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the City the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require determining if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

- 1.6 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.
- 1.7 <u>Utility Location</u>. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.8 <u>Air Environment</u>. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to

minimize emission of airborne particles to the ambient air environment within the City of University Place.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work ("Term") and the expiration of all warranties.

3. WARRANTY

- 3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.
- 3.2 <u>Defective Work</u>. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within two (2) years after the City's final acceptance of the Work.

4. **COMPENSATION**

- 4.1 <u>Total Compensation</u>. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount no greater than \$29,000.00. This amount shall include all services provided, as well as any reimbursable expenses and applicable taxes.
- 4.2 <u>Contractor Responsible for Taxes</u>. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 <u>Nonpayment</u>. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.
- 4.4 Method of Payment. Payment by the City for the Work will only be made after the Work has been completed, a voucher or invoice is submitted in the form specified by the City, and the appropriate City representative approves such invoice. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless otherwise set forth. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. Invoices shall be submitted, in duplicate to:

City of University Place 3715 Bridgeport Way West University Place, WA 98466

ATTN: Accounts Payable

Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers and laborers. Upon execution of this Contract, Contractor shall complete, execute and deliver to the City the Contractor's Retainage Agreement attached hereto as Exhibit "E". No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within forty-five (45) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

6. <u>INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST</u>

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance, which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. TERMINATION

Prior to the expiration of the Term, the City may terminate this Contract immediately, with or without cause. The Contractor may cancel this Contract only upon thirty -(30) days prior written notice to the City.

8. **INDEMNIFICATION**

- 8.1 <u>Contractor Indemnification</u>. The Contractor agrees to indemnify, defend and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.
- 8.2 <u>City Indemnification</u>. The City agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to of by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

8.3 <u>Survival</u>. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9. INSURANCE

The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating, which is satisfactory to the City:

- 9.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.
- 9.2 Commercial general liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death, products liability and property damage.
- 9.3 Automobile liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death and property damage.
- 9.4 If any structures are involved in the Contract, the Contractor shall maintain an All Risk Builder's Risk form at all times in an amount no less than the value of the structure until final acceptance of the project by the City.

The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. Contractor shall provide certificates of insurance, concurrent with the execution of this Contract, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Contract, except after thirty -(30) days prior written notice to the City. If Contractor's insurance policies are "claims made" or "claims paid", Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Contract is actually terminated. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Contract.

The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9.5 <u>Asbestos Abatement or Hazardous Materials</u>. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until the Risk Manager has approved its coverage.

10. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE

Pursuant to RCW 39.08.010, Contractor shall provide a Performance/Payment Bond in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Performance/Payment bond shall be in a form attached hereto as Exhibit "D". The Performance/Payment bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount.

Alternatively, pursuant to RCW 39.08.010, at the option of Contractor, and based upon the value of this Contract as less than Twenty-Five Thousand Dollars (\$25,000.00), the City shall, in lieu of a bond, retain fifty percent (50%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

11. MAINTENANCE BOND

Contractor will provide a maintenance bond guaranteeing work shall be free of any defective materials or workmanship which became apparent during the period of 1 year following completion of the Contract. Bond shall be in a form acceptable to the City of University Place. Bond shall be in the amount of 10% of the contract price.

Surety shall be licensed to conduct business in the State of Washington and are named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

12. **SAFETY**

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor

shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

13. PREVAILING WAGES

- 13.1 <u>Wages of Employees</u>. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which "prevailing rates of wage" are attached hereto as Exhibit "H" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates, which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.
- 13.2 <u>Exemptions to Prevailing Wage</u>. The prevailing wage requirements of Chapter 39.2 RCW, and as required in this Contract do not apply to:
 - (1) Sole owners and their spouses;
 - (2) Any partner who owns at least 30% of a partnership;
 - (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.
- 13.3 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.
- 13.4 <u>Disputes</u>. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

14. FAILURE TO PAY SUBCONTRACTORS

In the event the Contractor shall fail to pay any subcontractors or laborers, or fail to pay for any materials, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, or materials.

15. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

16. CONFIDENTIALITY

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

17. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

18. <u>CLEAN UP</u>

At any time ordered by the City and immediately after completion of the Work, the Contractor, shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

19. **GENERAL PROVISIONS**

19.1 <u>Entire Contract</u>. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

The term "Contract Documents" means and includes the following:

- 1 Small Public Works Contract
- 2 Scope of Work Exhibit A
- 3 Retainage Form Exhibit B
- 4 Performance/Payment Bond Exhibit C
- 5 Maintenance Bond Exhibit D
- 6 Change Order(s)(if any) Exhibit E
- 7 Prevailing Wage Exhibit F
- 19.2 <u>Modification</u>. No provision of this Contract may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.
- 19.3 <u>Full Force and Effect</u>. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 19.4 <u>Assignment</u>. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.
- 19.5 <u>Successors In Interest</u>. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.
- 19.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be King County, Washington.
- 19.7 <u>No Waiver</u>. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- 19.8 <u>Governing Law</u>. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 19.9 <u>Authority</u>. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

- 19.10 <u>Notices</u>. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- 19.11 <u>Captions</u>. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.
- 19.12 <u>Performance</u>. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.
- 19.13 <u>Compliance with Ethics Code</u>. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.
- 19.14 <u>Conflicting Provisions</u>. In the event of a conflict between the terms and provisions of any of the Contract Documents, the City Manager or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

Executed on the dates written below.

MODERN BUILDERS	CITY OF UNIVERSITY PLACE
By:	By:
Printed Name:	Printed Name: Stephen Sugg
Title:	Title: City Manager
Address:	Address: 3715 Bridgeport Way West
	University Place, WA 98466
Date:	Date:
	Approved as to form:
	Steve Victor, City Attorney

EXHIBIT A

Business: (253) 460-6494

Fax:

Business:

(253) 460-6497

(253) 383-1704

E-mail: jim@mbi1954.com

nt.com



MODERN BUILDERS, INC.

3114 South Proctor Street Tacoma, WA 98409-3299

Office: 253.383.1704 Fax: 253.383.173

TID 91-0870978

Client: Kobayashi Picnic Shelter, City of University Place

Property: 6420 Chambers Creek Rd W

University Place, WA 98467

Billing: 4951 Grandview Drive West

University Place, WA 98467

Operator: JIM

Estimator: Jim Garrett

Position: Estimator

Company: Modern Builders, Inc. (MBI)

Business: 3114 South Proctor Street

Tacoma, WA 98409-3299

Reference: Business: (800) 933-4235

Company: B. Keith Gorman E-mail: kgorman@evergreenadjustme

Business: 9750 Greenwood Ave N.

Seattle, WA 98103

Type of Estimate: Fire

of Estimate.

Date Entered: 9/1/2015

/2015 Date Assigned: 9/8/2015

Date Est. Completed: 9/29/2015 Date Job Completed:

Price List: WATA8X SEP15

Labor Efficiency: Restoration/Service/Remodel

Estimate: UPKOBAYASHI-1

File Number: D15-2179

Repairs to the above specified property address are to be completed as specifically outlined in this estimate. Any line item or work not specifically addressed is not included and will be billed accordingly at the end of the project. This includes all hidden or unforeseen damages and any after hours (daily 4:30 p.m. to 8:00 a.m. and weekends from 4:30 p.m. Friday to 8:00 a.m. Monday) work that may required in order to accommodate the homeowner and / or tenants. In addition, any work not covered by the insurance company, such as code upgrades, as may be required by the local governing body, or any dry/wet rot will be the sole responsibility of the homeowner to pay. Further, it is the responsibility of the homeowner to seek reimbursement from the insurance company for any out of pocket or over-budget expenses not covered by the insurance payment.



3114 South Proctor Street Tacoma, WA 98409-3299

Office: 253.383.1704 Fax: 253.383.173

TID 91-0870978

UPKOBAYASHI-1 Picnic Shelter

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Permits & filing fees (Bid item)	1.00 EA @		Open Item
*WILL BILL ACTUAL AT TIME OF SUBMITTAL			
2. Administrative/supervisor labor charge (Bid item)	2.00 HR @	62.50 =	125.00
Filing of necessary paperwork with the State.			
3. Commercial Supervision / Project Management - per hour	15.00 HR @	65.00 =	975.00
4. General Laborer - per hour	15.00 HR @	75.76 =	1,136.40
On-going daily and final cleaning.			
5. Single axle dump truck - per load - including dump fees	2.00 EA @	382.68 =	765.36
*DUE TO SPACE CONSTRAINTS AND THE BLOCKING OF THE WOULD BE NEEDED FOR BOTH DEBRIS DISPOSAL AND MAT		ARKING, A DUMP	TRUCK
6. Floor protection - corrugated cardboard and tape	200.00 SF @	0.47 =	94.00
*RUN OFF MATTS TO MINIMIZE POTENTIAL PERMANENT ST MATERIAL.	TAINING OF THE EXIST	ING COMPOSITE	DECKING
7. Caution tape	60.00 LF @	0.15 =	9.00
8. Barricade/warning sign/traffic cone - Min. equip. charge	5.00 EA @	52.50 =	262.50
9. Plumbing (Bid Item)	1.00 EA @	5,047.00 =	5,047.00
*SEE ATTACHED SUB-CONTRACTOR BID LOCATED IN JOB PL * SAME SUB-CONTRACTOR WHO DID THE ORIGINAL WORK. ANY REPLACEMENT THAT WILL BE NEEDED AFTER ATTEMS	SCOPE OF WORK DOES	S NOT TAKE INTO	ACCOUNT

Bathroom - Damaged				Height: 8'
DESCRIPTION		QTY	UNIT PRICE	TOTAL
10. R&R 5/8" mold/mildew resistant - hung, taped ready for texture	57.00	SF @	2.29 =	130.53
11. R&R 5/8" drywall - hung & fire taped only	248.00	SF@	1.86 =	461.28
12. R&R Steel door, 3' x 7' - fire rated	1.00	EA@	383.68 =	383.68
13. R&R Door signs - plastic w/metal holder	2.00	EA @	23.83 =	47.66
14. R&R Casing - 2 1/4"	17.00	LF@	2.77 =	47.09
15. Paint door slab only - 2 coats (per side)	2.00	EA@	29.29 =	58.58
16. Paint casing - two coats	17.00	LF@	1.41 =	23.97
17. R&R Door closer - Heavy duty - Commercial grade	1.00	EA @	256.91 =	256.91
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS				
18. R&R Lockset - keyed - Heavy duty - Commercial grade	1.00	EA @	292.62 =	292.62
19. R&R Door hold open device - magnetic	1.00	EA@	386.68 =	386.68
Closest match to existing magnet lock assembly.				
20. R&R Ceramic/porcelain tile - High grade	88.00	SF@	15.05 =	1,324.40
Includes tile floor and tile base.				
PKOBAYASHI-1			9/29/2015	Page: 2



3114 South Proctor Street Tacoma, WA 98409-3299

Office: 253.383.1704 Fax: 253.383.173

TID 91-0870978

CONTINUED - Bathroom - Damaged

DESCRIPTION	Q'	ΓY	UNIT PRICE	TOTAL
21. R&R 1/2" Cement board	57.00 SF	@	4.79 =	273.03
22. Tile / Cultured Marble Installer - per hour	2.00 HR	@	82.36 =	164.72
Float new cement board for new tile install.				
23. Seal the floor w/latex based stain blocker - one coat	57.00 SF	(a)	0.60 =	34.20
Seal wood underlayment. No floor insulation per Parks Department.				
24. R&R Diaper change station - plastic	1.00 EA	(a)	602.72 =	602.72
25. Detach & Reset Sink - single	1.00 EA	<u>@</u>	190.09 =	190.09
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS				
26. Detach & Reset Sink faucet - Bathroom	1.00 EA	(a)	153.01 =	153.01
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS		0		
27. Clean sink - Heavy	1.00 EA	(a),	30.07 =	30.07
28. Clean sink faucet - Heavy	1.00 EA	_	22.93 =	22.93
29. R&R Drain/Vent line - PVC pipe with fitting and hanger, 2"	2.00 LF	_	17.62 =	35.24
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS				
30. R&R Angle stop valve	2.00 EA	(a).	49.12 =	98.24
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS		0		
31. Toilet - Detach & reset	1.00 EA	@.	307.81 =	307.81
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS		0		
32. (Material Only) Toilet - stainless steel - detention area	1.00 EA	(a)		Pending
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS				
33. Clean toilet - Heavy	1.00 EA	(a).	50.12 =	50.12
34. R&R Toilet seat	1.00 EA		69.57 =	69.57
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS	-111			****
35. R&R Toilet paper holder - Standard grade	2.00 EA	@	31.63 =	63.26
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS				
36. R&R Occupancy sensor - ceiling/wall mounted	3.00 EA	(a).	177.88 =	533.64
One flush sensor and one occupancy sensor and one push button emergency i		O		
37. R&R Soap dish - Wall mounted - High grade	1.00 EA	@	53.07 =	53.07
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS		0		
38. R&R Hot air hand dryer	1.00 EA	@	581.14 =	581.14
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS	1.00	•		501.11
39. Clean handicap grab bar - Heavy	3.00 EA	@	22.93 =	68.79
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS	2.00 2/1	9	,,	00.77
40. Handicap grab bar - Detach & reset	3.00 EA	(a).	46.13 =	138.39
*PENDING PLUMBING BID FROM ORIGINAL PLUMBING SPECS	2.00 L/I	9	10.13	150.57
41. R&R Commercial smoke detector - High grade	1.00 EA	(a)	111.72 =	111.72
PKOBAYASHI-1		~	9/29/2015	Page
			714714013	1 age



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TID 91-0870978

CONTINUED - Bathroom - Damaged

DESCRIPTION		QTY	UNIT PRICE	TOTAL
42. R&R Fire alarm - Horn/Bell	1.00	EA @	220.63 =	220.63
Closest match to existing.				
43. R&R Fiberglass reinforced plastic (FRP) paneling	248.00	SF@	8.27 =	2,050.96
44. Texture drywall - light hand texture	57.00	SF@	0.66 =	37.62
45. Seal the walls and ceiling w/latex based stain blocker - one coat	305.00	SF@	0.60 =	183.00
46. Paint the ceiling - two coats	57.00	SF@	0.92 =	52.44
Paint ceiling only as the walls are FRP.				
47. R&R Batt insulation - 6" - R19 - unfaced batt	248.00	SF@	1.48 =	367.04
48. Smoke seal	1.00	LF@	2.41 =	2.41
*POSSIBILITY THAT SMOKE CARRIED OVER TO THE OTHER R WILL	OOMS AND	WOULD	NEED SMOKE SEALI	NG AS
49. Seal attic framing (shellac) - up to 5/12	57.00	SF@	1.40 =	79.80
*POSSIBILITY THAT SMOKE CARRIED OVER TO THE OTHER R WILL	OOMS AND	WOULD	NEED SMOKE SEALI	NG AS
50. Seal stud wall for odor control (shellac)	248.00	SF@	0.97 =	240.56
*POSSIBILITY THAT SMOKE CARRIED OVER TO THE OTHER R WILL	OOMS AND	WOULD	NEED SMOKE SEALI	NG AS
51. R&R Exhaust fan	1.00	EA@	253.48 =	253.48
52. R&R Skylight - reflective tube - 10"	1.00	EA@	630.80 =	630.80
53. Electrician - per hour	8.00	HR @	124.42 =	995.36
Electrical allowance to run new home runs for electrical. The panel is local	ated in the adj	acent med	chanical room.	

Exterior

DESCRIPTION		QTY	UNIT PRICE	TOTAL
54. Clean the surface area	444.00	SF @	0.59 =	261.96
Clean the front and left elevation and the soffit area.				
55. Sand wood - exterior	9.00	SF@	2.25 =	20.25
Sand flame affected area.				
56. Seal the surface area w/latex based stain blocker - one coat	144.00	SF@	0.60 =	86.40
Seal the front elevation.				
57. Exterior - paint two coats	220.00	SF@	1.07 =	235.40
Paint the front and left elevations as agreed.				
58. Paint exterior soffit - wood - 2 coats	300.00	SF@	1.39 =	417.00
Paint soffit as agreed.				
PKOBAYASHI-1			9/29/2015	Page:



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TID 91-0870978

CONTINUED - Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Deck			Height: 3
Missing Wall 3' 5 7/8" X 3'	Opens into	DECK	
DESCRIPTION	QTY	UNIT PRICE	TOTAL
59. Cleaning Technician - per hour	2.00 HR @	74.39 =	148.78
Clean deck area in front of the damaged bathgroom.			
60. Protect - Cover with plastic	100.00 SF @	0.35 =	35.00
Cover/protect decking in front of and around the entrance to the fire	e damaged bathroom.		
Bathroom - undamaged	9		Height: 8
DESCRIPTION	QTY	UNIT PRICE	TOTAL
*ALL THREE ROOMS ARE CONNECTED BY AN OPEN ATTA OTHER BATHROOM AND MECHANICAL ROOM WOULD H. FOR ODOR.			

Mechanical Room

Height: 8'

TOTAL

DESCRIPTION

QTY

UNIT PRICE

TOTAL

*ALL THREE ROOMS ARE CONNECTED BY AN OPEN ATTIC. IT IS POSSIBLE THAT THE DRYWALL LIDS IN THE OTHER BATHROOM AND MECHANICAL ROOM WOULD HAVE TO BE ACCESSED IN ORDER TO PROPERLY SEAL FOR ODOR.

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TID 91-0870978

Grand Total Areas:

744.00	SF Walls	171.00	SF Ceiling	915.00	SF Walls and Ceiling
171.00	SF Floor	19.00	SY Flooring	285.49	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	93.00	LF Ceil. Perimeter
171.00	Floor Area	196.53	Total Area	744.00	Interior Wall Area
495.83	Exterior Wall Area	29.17	Exterior Perimeter of Walls		
0.00		0.00	N 1 CO	0.00	m · I p · · · · · · · · · · · ·
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



3114 South Proctor Street Tacoma, WA 98409-3299

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TID 91-0870978

Summary for Dwelling

Line Item Total	21,728.31
Overhead	2,172.85
Profit	2,172.85
Sales Tax	2,450.95
Replacement Cost Value	\$28,524.96
Less Depreciation	(805.79)
Actual Cash Value	\$27,719.17
Less Deductible	(1,000.00)
Net Claim	\$26,719.17
Total Recoverable Depreciation	805.79
Net Claim if Depreciation is Recovered	\$27,524.96

Jim Garrett Estimator



3114 South Proctor Street Tacoma, WA 98409-3299

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TID 91-0870978

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Sales Tax (9.4%)
Line Items	2,172.85	2,172.85	2,450.95
Total	2,172.85	2,172.85	2,450.95



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TID 91-0870978

Recap by Room

Estimate: UPKOBAYASHI-1

Area: Picnic Shelter	0.414.07	20 520/
General Bathroom - Damaged	8,414.26	38.72%
Exterior	12,109.26 1,021.01	55.73% 4.70%
Deck	183.78	0.85%
Area Subtotal: Picnic Shelter	21,728.31	100.00%
Subtotal of Areas	21,728.31	100.00%
Total	21,728.31	100.00%



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Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CLEANING	582.65		582.65
GENERAL DEMOLITION	2,085.16		2,085.16
DOORS	371.77	37.18	334.59
DRYWALL	513.53	3.76	509.77
ELECTRICAL	1,723.38	72.80	1,650.58
ELECTRICAL - SPECIAL SYSTEMS	293.73	29.37	264.36
MISC. EQUIPMENT - COMMERCIAL	41.70		41.70
FINISH CARPENTRY / TRIMWORK	34.51	3.45	31.06
FINISH HARDWARE	999.86	75.25	924.61
HAZARDOUS MATERIAL REMEDIATION	35.00		35.00
INSULATION	262.88	26.29	236.59
LABOR ONLY	2,236.40		2,236.40
PLUMBING	5,872.93	17.50	5,855.43
PANELING & WOOD WALL FINISHES	1,723.60	172.36	1,551.24
PAINTING	1,525.60	13.50	1,512.10
TOILET & BATH ACCESSORIES	1,166.91	102.85	1,064.06
TILE	1,457.96	129.32	1,328.64
TEMPORARY REPAIRS	271.50		271.50
WINDOWS - SKYLIGHTS	529.24	52.92	476.32
O&P Items Subtotal	21,728.31	736.55	20,991.76
Overhead	2,172.85		2,172.85
Profit	2,172.85		2,172.85
Sales Tax	2,450.95	69.24	2,381.71
Total	28,524.96	805.79	27,719.17
	>		



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TID 91-0870978

1-Risk - front

Date Taken: 9/1/2015

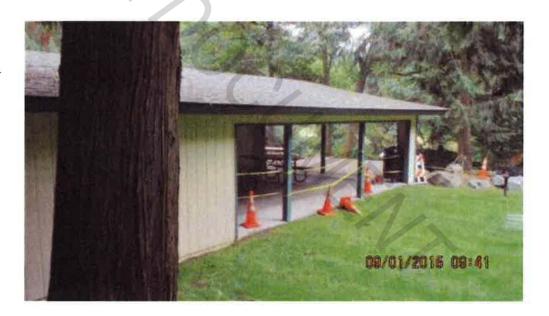
Taken By: B Keith Gorman GA

Front of risk.



2 2-Risk - right Date Taken: 9/1/2015 Taken By: B Keith Gorman GA

Right fo risk.



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3 3-Risk - back

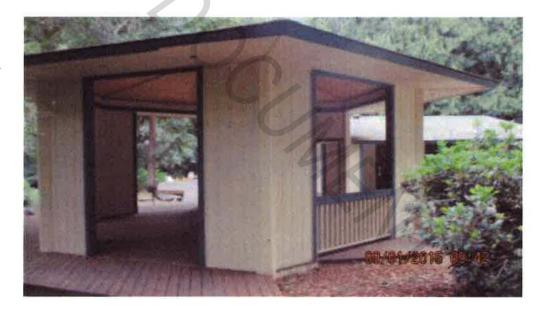
Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Back of risk.



4 4-Risk - left
 Date Taken: 9/1/2015
 Taken By: B Keith Gorman GA
 Left of risk.



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TID 91-0870978

5 5-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Overview of "Trex" style decking in front of the restrooms and mechanical room. The non fore damaged restroom is at the top right and the mechanical room is at the middle right.



6 6-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Overview, opposite direction. Mechanical room at center left and the fire damaged bathroom is top left.



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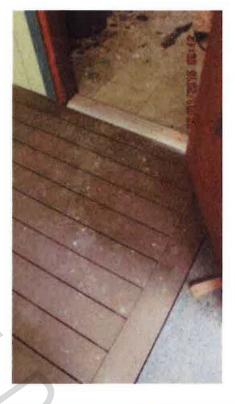
TID 91-0870978

7 7-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing debris on decking. Attempt to clean prior to replacement.



8 8-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Close up of fire debris on decking. No apparant fire damage present - attempt to clean.



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9 9-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing continuous decking into patio area. Note the change in deck surface at the picnic table. The surrounding area is wood and not the "Trex" style decking material.



10 10-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the transition from the "Trex" style decking to the wood decking by the picnic table in the patio area.





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11 11-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing continuous decking into the gazebo area of the picnic shelter.



12 12-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Looking from the gazebo area back to the patio area, all continuous decking material.





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13 13-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Overview of the gazebo area decking.



14 14-Deck

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the gazebo area decking and the transition to the wood decking outside the gazebo area.





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TID 91-0870978

15 15-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the restorm/mechanical room front elevation. Area to be painted.



16 16-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Front elevation of the restrooms and mechanical rooms - opposite direction.





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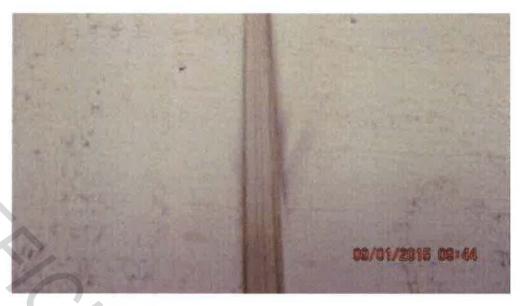
TID 91-0870978

17 17-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing an area of the T111 where a suspect attempted to start the siding on fire. This attempt is on the Parks Department video monitoring system. The paint began to bubble slightly.

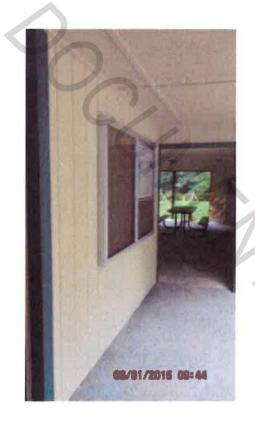


18 18-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the right elevation of the restroom/mechanical room.
Continuous paint around this corner.





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19 19-Exterior

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the paint termination at the vertical green trim at the left side of the front elevation, this was greed with the City and the Parks

Department.



20 20-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

ID of fire damaged bathroom.





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21 21-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Overview looking into the burnt bathroom.



22 22-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Smoke damage to the door closure and interior of the door unit.



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TID 91-0870978

23 23-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Smoke and soot damage to the bathroom door jamb.



24 24-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire/smoke and soot damage to tile

flooring.



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25 25-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire and drywall debris on tile

flooring.



26 - 26-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the floor drain in the center of the bathroom.



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27 27-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the tile base in the bathroom.



28 28-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the walls are "FRP" from the ceiling to the tile base. Also showing the damage to the auto flush toilet, grab bars and TP rollers.





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29 29-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Looking back at the entry door, fire and smoke damage throughout.



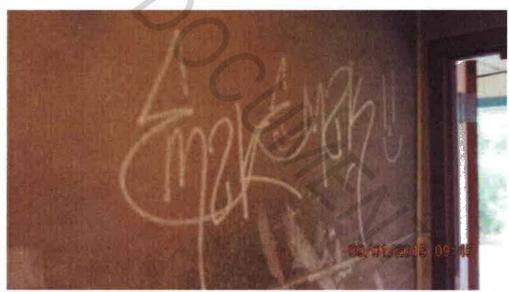
30 30-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Graffiti written in the smoke coverede

"FRP" wall panels.





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31 31-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Additional graffiti written in the smoke covered"FRP" wall panels. Possible ID opportunity for the UP police.



32 32-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire, heat and smoke damage to the plastic baby changing station.





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TID 91-0870978

33 33-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Electrical on at the inspection.

Showing the emergency magnet release and soap dispenser that are fire and smoke damaged.

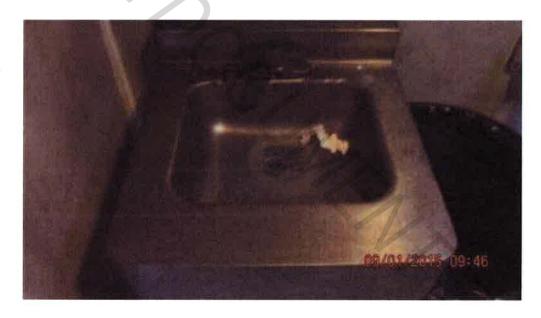


34 34-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Soot damage to stainless sink and faucet.





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TID 91-0870978

35 35-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire, smoke and heat damage to hand

dryer.



36 36-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Soot damage to stainless toilet and

sensor - auto flush.





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37 37-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire, smoke and soot damage to grab bbars and TP rollers.



38 38-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Ceiling drywall and insulation damage from fire department efforts to extinguish the fire.





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39 39-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing from left to right; smoke detector, motion sensor and alarm. The alarm is the rectangle in front of the spherical cover plate.



40 40-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Fire, heat and soot damage to exhaust fan with light and the solar skylight tube.





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41 41-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Showing the attic framing through the hole provided by the fire department. Sheathing and framing members to be cleaned and sealed.



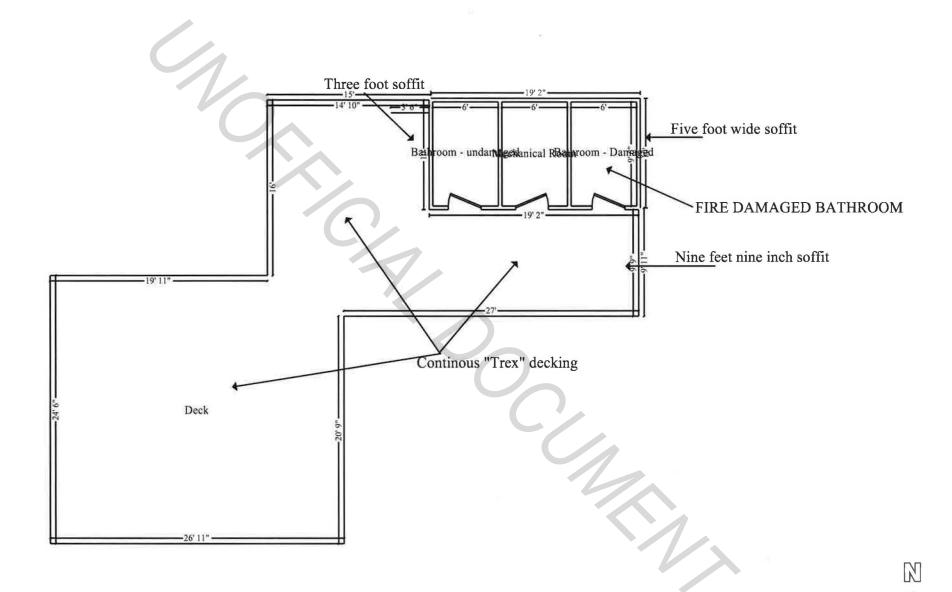
42 42-Bathroom

Date Taken: 9/1/2015

Taken By: B Keith Gorman GA

Additional area of the attic to be cleaned and sealed.





Picnic Shelter

EXHIBIT B

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION	N AND DESCRIPTION	ON	
Project T	itle		
Contract	or	Representative	
Bid No	Date	Administering Department_	
City Rep	resentative	Funding Source	2
Project A	authority		
RETAINAGE FOR In accord for inves	lance with applicable	State Statutes, the following pro	visions will be made for the disposition of the retainage held
1. All	investments selected b	pelow are subject to City approv	at. –
the		pecified by separate escrow ag	the(referred to herein as the Bank), reement. The cost of the investment program and the risk
3. The	final disposition of th	e contract retainage will be mad	e in accordance with applicable statutes.
CONTRACTOR'S	INSTRUCTIONS		
invest th following Name of	e retainage withheld g information: Bank, Mutual Fund, o	under the terms of this contractor or Savings & Loan Association:	versity Place of my instructions to invest not to et. If the investment option is selected, please provide the
	:		et Person:
Contracto	or	Date:	
By:		Title:	
Fed ID#		Phone Est. Co	
		in and Retainage Agreement	
Finance !	Director	Date	_
AND THE RESERVE OF THE PARTY OF	CER	ΓΙΓΙCATION FOR RELEASE	E OF CONTRACT RETAINAGE
	Project Title:		
,		his Contract representing the City of and final acceptance by the City	f University Place, that all work required by the above cited contract was granted on
		within 30 days from the above date (aterial of subject contract.	from any person, persons, mechanics, subcontractors or materialman
		Contract Administra	tor
		Director of Administ	tering Department

Also, please find attached certifications by the applicable state agencies of the receipt of: 1) Washington State Business Taxes (Washington State Dept. of Revenue); 2) Industrial Insurance Premiums (State Dept. of Labor & Industries); and 3) Employment Security, Unemployment Insurance Premiums

(State of Washington Employment Security Dept.)

EXIBIT C

PERFORMANCE/PAYMENT BOND TO CITY OF UNIVERSITY PLACE

THESE DRESENTS that

DERSONS BY

KITOW ALL	I ERBONS BI	THEOL	INLUDINI	o mat	W.C.	the und	craighted.
						, as	principal
("Principal"), and			7	, a C	orporat	tion organ	nized and
	laws of the State of _						
	the State of Washir						
	tions, as surety ("Su	_					
	of University					-	
of:							
the payment of w	hich sum we bind	ourselves	and our si	uccessors,	heirs,	administ	rators or
personal representa	tives, as the case mag	y be.					
This obligation	n is entered into in pr	ursuant to t	he statutes	of the Sta	te of W	ashingto	n and the
ordinances, regulat	ions, standards and p	policies of t	the City, as	now exist	ing or	hereafter	amended
or adopted.			•		Ü		
Pursuant to pro	per authorization, th	e City Man	ager is auth	orized to	enter in	ito a certa	in public
works contract with	n the Principal, provi	ding for				is inco	orporated
herein by this refere	ence ("Contract"), an	ıd					

The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold the City, their officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract, or from defects appearing or developing in the material or workmanship provided or performed under the Contract within a period of two years after its final acceptance thereof by the City, then and in the event this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

KNOW

ATT

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration and Mediation ("USA&M"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Seattle USA&M office, 4300 Two Union Square, 601 Union Street, Seattle, Washington 98101-2327. The Surety shall not interplead prior to completion of the mediation.

	ment under their separate seals this day of
, 20.15, the nar	me and corporate seal of each corporate party hereto
affixed, and these presents duly signed by i	ts undersigned representatives pursuant to authority of
its governing body.	
CORPORATE SEAL OF PRINCIPAL:	[PRINCIPAL]
	By:
	By.
	(Name of Person Executing Bond)
	Its:
	(Title)
	(Address)
	(Phone)

CORPORATE SEAL OF SURETY:	
	Surety
By:	
5,.	Attorney-in-Fact
	(Attach Power of Attorney)
	(Name of Person Executing Bond)
	(Address)
	(Phone)
APPROVED AS TO FORM:	
STEVE VICTOR, CITY ATTORNEY	

CERTIFICATE AS TO CORPORATE SEAL

	ecretary of the Corporation named as Principal in
the within bond; that	, who signed the said bond on behalf of the
Principal, was c	f the said Corporation; that I know his or her
	was duly signed, sealed, and attested for and in
behalf of said Corporation by authority of its go	verning body.
	Secretary or Assistant Secretary
	Seevening of the second and
STATE OF WASHINGTON)	
: ss	
COUNTY OF PIERCE)	
To the Alberta Control	' Carrage of the state of the s
	isfactory evidence that (fill in
	before me, and said person acknowledged that
-	ed that (he/she) was authorized to execute the
instrument and acknowledged it as the (Suratry) to be the free and voluntary act of such	party for the uses and purposes mentioned in the
instrument.	party for the uses and purposes mentioned in the
mstrament.	
DATED:	
	Signature
(Seal or Stamp)	
	Title
	My appointment expires:

EXHIBIT D

CITY OF UNIVERSITY PLACE

MAINTENANCE BOND

	BOND NUMBER:
	DATE POSTED:
PROJECT COM	MPLETION DATE:
RE: City of University Place:	
Contractor:	
Project Address:	
KNOW ALL PERSONS BY THES	E PRESENTS: That we,,
(hereinafter called the "Principal"), and	a corporation organized
	, and authorized to transact surety
business in the State of Washington (herein	after called the "Surety"), are held and firmly
bound unto the City of University Place, Wa	ashington, in the sum of
dollars (\$), lawful money of the United States
of America, for the payment of which sum	we and each of us bind ourselves, our heirs,
executors, administrators, successors and as	signs, jointly and severally, by these presents.
THE CONDITIONS of the above obligation	are such that:
WILEDEAC the above agend Drive	in all bear a constructed and in stalled a cutain

WHEREAS, the above named Principal has constructed and installed certain improvements in connection with a project as described above within the City; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or replace said improvement(s) against defects in workmanship, materials or installation for a period twelve (12) months after written and final acceptance of the same and approval by the City; and

WHEREAS, in order to enable the City to release the performance bond filed by the Principal with the City in connection with such improvements;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City of University Place, but only after the Principal has performed and satisfied the following conditions:

The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows:

Remodeling services, construction of restrooms and accessories as specified within the specifications and plans and the necessary labor, materials, equipment, tools and guarantees thereof for installation of.

- A. The Principal and Surety agree that the work and improvements installed pursuant to the Performance Bond or other security instrument filed with the City in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive) for a period of five (5) years after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the 24 month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.
- B. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.
- C. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of five (5) years from the date of acceptance of the work by the City, the Principal shall repair and/or replace the same within ten calendar (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:
 - 1. Within twenty calendar (20) days of demand of the City, make written commitment to the City that it will either:
 - a) remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b) tender to the City within an additional ten calendar (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bid amount. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

- D. Corrections. Any corrections required by the City shall be commenced within ten calendar (10) days of notification by the City and completed within thirty calendar (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- E. Extensions and Changes. No changes, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.
- F. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.
- G. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this	day of	, 2015.
SURETY COMPANY		CONTRACTOR
By		Ву
Its		Its
Business Name:		Business Name:
11	1	
Business Address:		Business Address:
City/State/Zip Code:		City/State/Zip Code:

Telephone Number:	Telephone Number:		
CITY OF UNIVERSITY PLACE	APPROVED AS TO FORM		
Ву			
Its	Steve Victor, City Attorney		
City of University Place			
3715 Bridgeport Way West			
University Place, Washington 98466			
STATE OF WASHINGTON)			
) ss.			
COUNTY OF PIERCE)			
	and said person acknowledged that (he/she) signed she) was authorized to execute the instrument and		
Dated:			
	(print or type name)		
(*)	NOTABLE DUBLIC: AC.		
	NOTARY PUBLIC in and for the		
	State of Washington, residing at:		
	My commission expires:		

STATE OF WASHINGTON)
	SS.
COUNTY OF PIERCE)
I certify that I know or h	ave satisfactory evidence that
	re me, and said person acknowledged that (he/she) signed
	at (he/she) was authorized to execute the instrument and
	of to be the
	arty for the uses and purposes mentioned in the
instrument.	
Dated:	
() .	
	9
	(print or type name)
	NOTARY PUBLIC in and for the State of
	Washington, residing at:
	washington, residing at:
Ť	My commission expires:

Change	EXHIBIT E	Sheet
Order No	CITY OF UNIVERSITY PLACE CHANGE ORDER	Date:

Sheet 1 of 1 Date:	, 2015

то:			Ordered by Engineer under terms of Section 1-04.4 of the Standard Specifications				
			Change Order proposed by Contractor. Endorsed By:				
		В	у:			Date:	
PROJECT IDENTI	EICATION:	Т	Title:				
PROJECT IDEITH	FICATION.	С	onsent	given by Surety: (when required)		
		l R	lve-		-	Date:	
			у			Date.	
		Т	itle:	-1119			
			DESCRIP	TION OF WORK			
						change order. This work	
	n accordance with th Said work to invo				s as provided by the C	City of University Place for	
					LUMP CUM:		
MEASUREMENT AND			UNIT PRICES: <u>LUMP SUM:</u>				
Estimate Net Change	+ \$."			
CONTRACT DAYS ADDED FO	OR CHANGE ORDER	6					
Schedule No.	Original Contract Amount	Current Con Amount		Amount This Change Order	Contract Total After Change Order		
Schedule 1 Major Change Minor Change	\$	\$		\$	\$	NOTES:	
Schedule Major Change Minor Change	\$	\$		\$	\$	None	
Schedule Major Change Minor Change	\$	\$		\$	\$		
TOTALS	\$	\$		\$	\$		
TOTAL AMOUNT OF THIS CHANGE ORDER				\$			
Percentage of Original Contract Amount 100.							
☐ Approval Recommended: ☐ Approved BY:			APPRO CITY C	OVED: OF UNIVERSITY PLAC	E		
Project Engineer Date							
☐ Approval Recomme	oved						
By:		D-10	Ву:				
City Engineer		Date	City N	Manager		Date	

EXHIBIT F

State of Washington Department of Labor & Industries Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 9/24/2015

https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx