ADDENDUM NO. 1
April 22, 2022

City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

City Hall Renovation Project

To: All Holders of Contract Documents

This addendum forms a part of the Contract Documents and modifies the original Specifications, bid date May 3, 2022.

Acknowledge receipt of this addendum on the Bid Proposal. Failure to do so may subject the bidder to disqualification.

This addendum consists of:

Thirty (30) page of text (including this cover sheet) and One (1) Plan Sheet.

1. The City is contracting to test for asbestos. A copy of that report will be provided in a subsequent Addendum. (0 Pages)

2. Updated Proposal Pages (2 Pages).

3. The warrantee period has been changed to one (1) year in the contract to match the specific actions. Updated Contract Pages (26 Pages).

4. Wage Law Compliance Form (1 Page).

5. Updated Project Plan Sheet (1 Page).
PROPOSAL

CITY HALL RENOVATION PROJECT

City of Pacific
100 3rd Avenue SE
Pacific, Washington  98047

Gentlemen:

1. The undersigned hereby certifies that he has examined the location and construction detail work as outlined on the Plans and Specifications for the City of Pacific City Hall Renovation Project is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the Plans and Specifications and the Contract governing the work and the method by which payment will be made for said work in accordance with said Plans, Specifications, and Contract at the following scheduled unit prices. All items shall be filled out showing unit prices and total amount of each item.

2. The Contract amount shall be the unit price of each item. Correct extensions based on unit prices bid and the approximate quantities shown are for the comparison for bid only and payments for unit priced items will be based on actual quantities measured in accordance with the requirements of the Contract Specifications. Limits of lump sum priced items will be as described in the Contract Drawings and Specifications.

The undersigned has checked the above amounts and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

In order for the Owner to consider a proposal, all items on the proposal must be filled in completely.

3. It is agreed that this proposal may not be withdrawn within a period of thirty (30) days after the date set for the opening thereof.

4. In accordance with the Specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) calendar days after notice to proceed. All work on this project shall be completed on or before June 30, 2022. An extension may be granted if required due to supply chain issues.

(Contractor's License No.)  (Contractor's UBI No.)

By:

(Authorized Official)

(Address)

Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

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<tr>
<th>Addendum No.</th>
<th>Addendum Receipt Date</th>
<th>Signed Acknowledgement</th>
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<td>ESTIMATED QUANTITY</td>
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<td>UNIT PRICE</td>
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<tr>
<td>1</td>
<td>Lump Sum Mobilization</td>
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<td>2</td>
<td>Lump Sum Selective Demolition</td>
<td>Per Lump Sum</td>
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<tr>
<td>3</td>
<td>8 Hours Electrical Demolition and / or Relocation</td>
<td>Per Hour</td>
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<tr>
<td>4</td>
<td>1 Lump Sum Modify Existing Walls per Construction Documents</td>
<td>Per Lump Sum</td>
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<tr>
<td>5</td>
<td>710 Square Feet Provide and install new Ceiling Grid and Tiles</td>
<td>Per Square Foot</td>
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<tr>
<td>6</td>
<td>Force Account Minor Changes</td>
<td>Per Force Account</td>
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Sub-Total (Bid Items 1-6) $  
Washington State Sales Tax (10.10%) $  
TOTAL $  

Owner reserves the right to reject any or all bids. The basis of award shall be as stated in the Instructions to Bidders.
III. Contract
CONTRACT
CITY OF PACIFIC
CITY HALL RENOVATION PROJECT
CONTRACT NO. CH2203

THIS AGREEMENT made and entered into this ___ day of May, 2022, by and between the City of Pacific, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the “City,” and ____________________, hereinafter called the “Contractor.”

WITNESSETH:

Contractor Services. The work to be performed will include all labor, materials, equipment, permits, agency and public notifications, disposal fees, and incidentals necessary to abate asbestos and renovate the Senior Center building located at 100 3rd Avenue SE. in a good workmanlike manner, and to the satisfaction of the City, the public works project known as CITY HALL RENOVATION PROJECT.

1. Contract Documents. The Contract Documents include the following: Instructions to Bidders, the Contractor’s Proposal dated May __, 2022, the City of Pacific Development Guidelines and Standard Details and such other documents specifically incorporated by reference in this Contract.

   CITY HALL RENOVATION PROJECT ("Project"). The Project is detailed in the Scope of Work, Exhibit A, and the following documents, which are attached hereto and incorporated herein by reference:
   - Project Specifications
   - Plans and Contract Drawings
   - Selection of Retainage Option
   - Payment and Performance Bonds (if not waived by City)
   - Statement of Intent To Pay Prevailing Wages
   - Affidavit of Wages Paid
   - WSDOT Standard Specifications with Amendments (to the extent specifically incorporated by reference.)

2. Notice to Proceed; Time of Completion. The Contractor shall commence work within fourteen (14) days after the City issues a written Notice to Proceed, and shall complete the work by ____, 2022. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

3. Payment.
   3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed __________ XX/100 Dollars ($XX,XXX.XX), including applicable sales tax. The payment amount shall exclude
approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City’s payment shall not constitute a waiver of the City’s right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the “Statement of Intent to Pay Prevailing Wages” from the Department of Labor and Industries. It is the Contractor’s responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services
rendered, Contractor shall submit a “Minimum Wage Affidavit” for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. **Indemnification and Hold Harmless.** The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, suits, damages, judgments, and attorney’s fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except to the extent injuries and damages caused by the negligence of the City. The City’s inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor’s liability under this section shall be only to the extent of the Contractor’s negligence.

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

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

6. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material breach of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. **Job Safety.**

7.1 **Work Site Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 **Trench Safety.** All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.
7.3 Material Breach. Violations of safety regulations shall be considered a material breach of this Contract and shall be grounds for termination for cause.

8. Utility Location. Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the 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.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of one (1) years after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor’s work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections. This two year warranty is in addition to all other warranties by Contractor including but not by means of limitation that the work conform to the requirements of the Contract Documents.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.


11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only in writing, signed by the duly authorized representatives of both parties.

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

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

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

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

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

12. Claims. If the Contractor has filed a timely protest in accord with the requirements of Section 11, and still contends that additional compensation, additional time, or equitable adjustment are due the Contractor, the Contractor shall file a written notice with the City including details of all claims for additional compensation, additional time, or equitable adjustment (a “Claim”) no later than the time of approval by the City for final payment. Any claim for damages, additional compensation for any reason, equitable adjustment, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely protest in accord with Section 11.3 and a written Claim as required by this section have been filed with the City. The Claim shall include reference to the protest(s) previously filed, the dates of events giving rise to the Claim, and the amount of the Claim. The Claim shall be in a form and shall be executed under oath as required by WSDOT Standard Specifications (2018) Section 1-09.11(2).

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

The Contractor must file any suit arising from or connected to this Contract within 120 calendar days from the date of final acceptance of the work. The parties understand and agree that the Contractor’s failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action.
13. **Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

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

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

   1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

   2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

   3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

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

   1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

   2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operation aggregate limit.

   3. **Employer’s Liability** insurance each accident $1,000,000, Employer’s Liability Disease each employee $1,000,000, and Employer’s Liability Disease – Policy Limit $1,000,000.

   C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:
1. The Contractor’s insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor’s insurance and shall not contribute with it.

2. The Contractor’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Contractor. The Contractor’s insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor’s insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is made on a “claims made” basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

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

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor’s insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured liability. The Contractor’s insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days’ prior written notice of any cancellation, suspension or material change in coverage.

15. Payment and Performance Bonds. (City must check and initial above one of the following boxes.) The City ☐ waives ☑ does not waive the bond/surety provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 150% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
16. **Termination**

   a. **Termination For Convenience.** This Agreement may be terminated by the City at any time for public convenience, for the Contractor’s insolvency or bankruptcy, or the Contractor’s assignment for the benefit of creditors.

   b. **Termination For Cause.** The Agreement may be terminated for cause upon the default of the Contractor.

   c. **Rights Upon Termination.**

      1. **With or Without Cause.** Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City, and Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

      2. **Default.** If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for under the Contract has been completed by the City. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work and all damages sustained, or which may be sustained, by the City by reason of such default.

         Conditions constituting default under this Contract include:

         i. Failure or neglect to correct non-conforming work;

         ii. Failure or neglect to provide sufficient resources for the work to ensure timely completion within the schedule as agreed in this Contract or otherwise established for completion of Contractor’s work;

         iii. Violation of applicable statutes and regulations;

         iv. Disregard of the City’s instructions or determinations;

         iv. Material breach of other Contract requirements.

         If the City determines that Contractor is in default, the City will provide Contractor with a written notice of default describing the conditions constituting default and giving Contractor fifteen (15) calendar days to cure the conditions of default to the satisfaction of the City. The determination of whether Contractor has cured the conditions of default shall be at the City’s sole discretion. If the City is not satisfied that the conditions of default have been cured to the City’s satisfaction, the City will then provide written notice to Contractor that this Contract is terminated.
d. **Suspension.** The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's reasonable expenses, and shall be subject to verification. The Contractor shall resume performance of services under this Agreement without delay when the suspension period ends.

e. **Notice of Termination for Convenience or Suspension.** Notice of suspension or termination for convenience shall be given to the Contractor in writing upon seven (7) calendar days advance notice to Contractor.

17. **General Administration.** The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

18. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. 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 confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

19. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

20. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor’s agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

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

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

23. **Discrimination.** The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

24. **Term.** This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

25. **Severability.** The provisions of this Contract are declared to be severable. If any provision in this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

26. **Public Disclosure.** Contractor understands that his bid response documents and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to be disclosed upon a request. Contractor acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of XX/100 Dollars ($XX,XXX.XX) with __________________________ as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within King County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

**CITY OF PACIFIC:**

Signature:____________________________  Signature:____________________________
MAYOR, Leanne Guier

Date:______________________________  Print Name:____________________________
Title: ______________________________
Date: ______________________________
Taxpayer ID #: ______________________

**CITY CONTACT:**

**CONTRACTOR:**

**CONTRACTOR CONTACT:**
Contractor License #: ________________
(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)
CITY OF PACIFIC
PUBLIC WORKS PROJECT
PERFORMANCE BOND

City Project #: CH2203
Surety Bond #: ____________________________
DATE POSTED: ____________________________
PROJECT COMPLETION DATE: __________, 2022

RE: Project Name: CITY HALL RENOVATION PROJECT
Owner/Developer/Contractor: _________________________________
Project Address: __________________________________________

KNOW ALL PERSONS BY THESE PRESENTS: That we, __________________________
(hereinafter called the "Principal"), and __________________________
a corporation organized under the laws of the State of __________________________, and authorized
to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and
firmly bound unto the City of Pacific, Washington, in the sum of __________________________
($__________________), 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 assigns, jointly
and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City, to
perform the following public works project at 100 3rd Avenue SE __________________________;

WHEREAS, the agreement with the City requires that certain improvements be made as part
of the public works project; and that such improvements be constructed in full compliance with City
standards, and the plans and specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made or
constructed within a certain period of time, unless an extension is granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect
until released in writing by the City of Pacific, but only after the Principal has performed and satisfied
the following conditions:

A. Conditions.

1. Renovate the Senior Center building located at 100 3rd Avenue SE __________________________

2. The Principal must construct the improvements to conform to the design, location,
materials and other specifications for the indicated site improvements, as required by
the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.

3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file by March 31, 2019 unless an extension is granted by the City.

4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.

5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a 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 (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 bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified 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 completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification.
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 B above.

D. **Extensions and Changes.** No change, 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.

E. **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 as 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 King County Superior Court.

F. **Bond Expiration.** This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twelve (12) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this ______ day of ______________________, 202__.

SURETY COMPANY (Signature must be notarized) CONTRACTOR (Signature must be notarized)

By: ______________________________ By: ______________________________
   Its ______________________________ Its ______________________________

Print Name: ______________________________ Print Name: ______________________________
Business Name: ______________________________ Business Name: ______________________________
Business Address: ______________________________ Business Address: ______________________________
City/State/Zip Code: ______________________________ City/State/Zip Code: ______________________________
Telephone Number: ______________________________ Telephone Number: ______________________________

City of Pacific  
City Hall Renovation Project  
Addendum No. 1  
CH2203  
III-14  
April 22, 2022
CITY OF PACIFIC

By: ________________________________ Date: ________________________________
   Its: Mayor

APPROVED AS TO FORM:

______________________________
Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

_______ Individual (Form P-1)
_______ Corporation (Form P-2)
FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON  )
COUNTY OF  ) ss.

I certify that I know or have satisfactory evidence that ____________________ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: __________________________

______________________________
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: ________________________________

My Commission expires: _______________
FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON )
COUNTY OF ) ss.

I certify that I know or have satisfactory evidence that ____________________ is the person who appeared before me, and said person acknowledged as the _______________ of ______________________ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: ____________________________
_________________________________
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: ____________________________
My Commission expires: ______________

(For Surety Company)
STATE OF WASHINGTON )
COUNTY OF ) ss.

I certify that I know or have satisfactory evidence that ____________________ is the person who appeared before me, and said person acknowledged as the _______________ of ______________________ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: ____________________________
_________________________________
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: ____________________________
My Commission expires: ______________
CITY OF PACIFIC
MAINTENANCE BOND

Pacific Project #: CH2203
Surety Bond #: __________________________
Date Posted: __________________________
Expiration Date: ____________, 2022

RE: Project Name: City Hall Renovation Project
Owner/Developer/Contractor: __________________________
Project Address: 100 3rd Ave SE, Pacific, WA 98047

KNOW ALL PERSONS BY THESE PRESENTS: That we, __________________________
(hereinafter called the "Principal"), and __________________________
(a corporation organized under the laws of the State of __________________________
and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"),
are held and firmly bound unto the City of Pacific, Washington, 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 assigns, jointly and severally, by these presents. THE CONDITIONS
of the above obligation are such that:

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

WHEREAS, in accordance with the contract between the Principal and the City of Pacific,
the Principal is required to post a bond for the 12 months following project completion in order to
ensure that the project does not contain defects that require repair and to cover the cost of repair during
that 24-month period; and

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

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 Pacific, but only after the Principal has performed and satisfied the following
conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions
of this Bond are as follows: (insert complete description of work here)
Provide all labor, materials, equipment, permits, agency and public notifications, disposal fees, and
incidental necessary to renovate the Senior Center building located at 100 3rd Avenue SE.
B. The Principal and Surety agree that the work and improvements installed 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 twelve (12) months 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 twenty four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. 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.

D. 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 twenty four (24) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (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 (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 D(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 bond amount.

2. 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.

E. **Corrections.** Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (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.

F. **Extensions and Changes.** No change, 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.

G. **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 King County Superior Court.

H. **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 __________________, 2022

SURETY COMPANY
(Signature must be notarized)

By: __________________________
Its __________________________

DEVELOPER/OWNER
(Signature must be notarized)

By: __________________________
Its __________________________

Business Name: __________________________

Business Address: __________________________

City/State/Zip Code: __________________________

Telephone Number: __________________________

---

City of Pacific
City Hall Renovation Project
Addendum No. 1

CH2203
III-20
April 22, 2022
CITY OF PACIFIC

By: ___________________________  Date: ___________________________
Leanne Guier, Mayor

APPROVED AS TO FORM:

______________________________
Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

[ ] Individual (Form P-1)
[ ] Corporation (Form P-2)
[ ] Surety Company (Form P-2)
CERTIFICATE OF INSURANCE

This certifies to the City of Pacific, Pacific, Washington, that the following described policies have been issued to:

<table>
<thead>
<tr>
<th>Insured:</th>
<th>Insured:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
</tbody>
</table>

Location of operations insured:

Description of work:

<table>
<thead>
<tr>
<th>Policies and Insurees</th>
<th>Bodily Injury Property Damage</th>
<th>Policy No.</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Employer’s Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Insurer)</td>
<td>(Insurer)</td>
<td></td>
<td></td>
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</table>

COMBINED SINGLE LIMIT

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after thirty (30) days’ written notice has been given to the Certificate Holder named on the top line. Any coverage afforded the Certificate Holder as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Certificate Holder.

NOTE TO CONTRACTOR: City of Pacific and its authorized agents shall be named as additional insured for this policy.
CERTIFICATE OF INSURANCE (SAMPLE)

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>Insured</th>
<th>Insurer A:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hurley, Atkins &amp; Stewart, Inc.</td>
<td>City of Pacific</td>
<td></td>
</tr>
<tr>
<td>1800 Ninth Ave., #1500</td>
<td>City Hall Renovation Project III</td>
<td></td>
</tr>
<tr>
<td>Seattle WA 98101</td>
<td>Addendum No. 1</td>
<td></td>
</tr>
<tr>
<td>Phone: 206-682-5656</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COVERAGES**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>L/N</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Liability</td>
<td></td>
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<tr>
<td></td>
<td>Commercial General Liability</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Claims Made</td>
<td>Occur</td>
<td>EACH OCCURRENCE</td>
<td>$</td>
<td>FIRE DAMAGE (Any one fire)</td>
</tr>
<tr>
<td></td>
<td>Autobody Liability</td>
<td>Any Auto</td>
<td>COMBINED SINGLE LIMIT (Any one auto)</td>
<td>$</td>
<td>BODILY INJURY (Per person)</td>
</tr>
<tr>
<td></td>
<td>All Owned Autos</td>
<td>Scheduled Autos</td>
<td>Hired Autos</td>
<td>NON-OWNED AUTOS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Garage Liability</td>
<td>Any Auto</td>
<td>AUTO ONLY - EA ACCIDENT</td>
<td>$</td>
<td>OTHER THAN AUTO ONLY</td>
</tr>
<tr>
<td></td>
<td>Excess Liability</td>
<td>Occur</td>
<td>CLAIMS MADE</td>
<td></td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td>Deductible</td>
<td>RETENTION</td>
<td></td>
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<td></td>
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</tbody>
</table>

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

| WC STATE | OTHER | E.L. EACH ACCIDENT | $ | E.L. DISEASE - EA EMPLOYEE | $ | E.L. DISEASE - POLICY LIMIT | $ |

DESIGNATION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED/INSURER LETTER: |
|--------------------|-----------------------------------|

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL NOT IMPose NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
# Statement of Intent to Pay Prevailing Wages

**Public Works Contract**

**$40.00 Filing Fee Required**

---

**Intent ID # (Assigned by L&I)**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contract Number</th>
</tr>
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<tbody>
<tr>
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</table>

**Contract Awarding Agency (Public agency - not federal or private)**

<table>
<thead>
<tr>
<th>Awarding Agency Address</th>
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<td></td>
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<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP+4</th>
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**Awarding Agency Project Contact Person**

<table>
<thead>
<tr>
<th>Phone Number</th>
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<table>
<thead>
<tr>
<th>County where work will be performed</th>
<th>City where work will be performed</th>
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<table>
<thead>
<tr>
<th>Bid due date (mm/dd/yyyy)</th>
<th>Date contract awarded (mm/dd/yyyy)</th>
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**Will all work be subcontracted?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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**Do you intend to use subcontractors?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</table>

**Number of Owner/Operators that own at least 30% of the company who will perform work on the project**

<table>
<thead>
<tr>
<th>Will employees perform work on this project?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

**If “Yes”, please list worker’s craft/trade/occupation below. (If you choose “No” and this changes later, you certify that you will submit a new form listing workers.)**

<table>
<thead>
<tr>
<th>Expected job start date (mm/dd/yyyy)</th>
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<tbody>
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</table>

**Do you intend to use apprentice employees?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</table>

**Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.**

<table>
<thead>
<tr>
<th>Estimated number of workers</th>
<th>Rate of hourly pay</th>
<th>Rate of hourly fringe benefits</th>
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</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Company Name</th>
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<table>
<thead>
<tr>
<th>Address</th>
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<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP+4</th>
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<table>
<thead>
<tr>
<th>Contractor Registration Number</th>
<th>UBI Number</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Industrial Insurance Account Number</th>
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<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Email Address</th>
<th>Phone Number</th>
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**For L&I Use Only**

<table>
<thead>
<tr>
<th>Approved: Department of Labor and Industries</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
</tr>
<tr>
<td>Industrial Statistician</td>
</tr>
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**Resident**

<table>
<thead>
<tr>
<th>Check Number:</th>
<th>$40 or $</th>
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**Issued By:**

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**DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I**

(White & Canary copies must be submitted—canary will be retained by L&I after approval.)
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, October 6th, 2017, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date  Pacific  WA

City  State

Check One:
Individual ☐  Partnership ☐  Joint Venture ☐  Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.
CALL UNDERGROUND UTILITY LOCATE SERVICE: 1-800-424-5555 72 HOURS BEFORE DIGGING.

NOTE:
1. SEE NOTES ON SHEET 2.
2. CONTRACTOR TO FIELD INVESTIGATE AND VERIFY CONDITIONS PRIOR TO WORK.
3. CONTRACTOR SHALL PROVIDE ALL APPARATUS FOR COMPLETE OPERATIONAL SYSTEMS.
4. PERFORM DEMOLITION WORK:
   - REMOVE REMAINING DIVIDING WALL COMPONENTS AS REQUIRED FOR NEW CONSTRUCTION.
   - REMOVE SUSPENDED CEILING COMPONENTS.
   - ADJUST HVAC UNITS AND LIGHTS TO NEW ELEVATION; PROVIDE TEMPORARY SUPPORT AS REQUIRED.
5. CONSTRUCT NEW PARTITION WALLS ON NEW SUB-LEVEL SUB-LEVEL BY OTHERS). WALLS SHALL BE CONSTRUCTED OF NO. 2 GRANDE STUDS OR BETTER @ 16" ON CENTER.
6. SCHEDULE ELECTRICAL INSTALL WITH OWNER'S CONTRACTOR
7. SCHEDULE I.T. INSTALL WITH OWNER'S CONTRACTOR
8. WALLS SHALL BE COVERED WITH 1/2 SHEET ROCK WITH 8" DRYWALL SCREWS, FINISHED WITH TAPE AND TEXTURE, PAINT TO MATCH EXISTING WALLS IN HALLWAY.
9. ALL SUSPENDED CEILING PANELS SHALL BE SET AT 5/8" ON ALL FLOOR EDGES AND THE OPENING WITH 1X4 PRIMED PAINTABLE TRIM ALL AROUND ON BOTH SIDES (SEE EXISTING DOOR TRIM).
10. EXISTING OPENING BETWEEN OFFICE SUITES AND HALLWAY SHALL RECEIVE THE SAME TREATMENT AS RELIGHTS AS SHOWN.
11. PAINT ALL EXPOSED CONDUCTORS DUE TO CEILING MODIFICATIONS, WALLS, EXISTING HALLWAY ENTRANCE DOORS, AND TRIM TO MATCH EXISTING FACILITIES.

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