

MISSION STATEMENT

The mission of the Sedro-Woolley City government is to provide selected services that are not traditionally offered by the private sector. This will be achieved through providing the highest quality services we can within the resources with which we're provided; involving residents in all aspects of planning and operations; serving as a clearinghouse for public information; and operating facilities which meet the legitimate, identified concerns of the residents of and visitors to our community.

We believe in being community-centered, consistently contributing to the quality of life in our area and as fully deserving of the public's trust through the consistent expression of positive values and acceptance of accountability for producing meaningful results.

CITY COUNCIL WORKSESSION

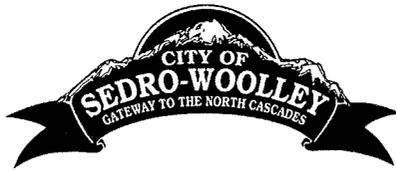
AGENDA

February 5, 2008

7:00 PM

Sedro-Woolley Community Center
703 Pacific Street

- A. Annexation Request
(Proposed annexation of Coultas and Coble/Engberg properties adjacent to the City limits (UGA))
(Staff Contact – Jack Moore)
- B. Police /Parks Buildings Award Recommendation
(Possible Award of Bid and contract with Colacurcio Brothers to build new Police Evidence facility/off-site records storage and Parks Department buildings)
(Staff Contact – Eron Berg)
- C. City Hall Update
(Dimensional Communications – Change Order Number 1)
(Staff Contact – Eron Berg)
- D. Council Committee Structure
(Proposed structure for 2008)



**CITY COUNCIL
WORKSESSION**

FEB 05 2008

AGENDA ITEM A

Building, Planning and Engineering Dept.
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

MEMO:

To: City Council

From: Jack Moore, 
Planning Director & Building Official

Date: February 5, 2008

Subject: Proposed Annexation of UGA properties – Coultas and Coble/Engberg

ISSUE

Should the City accept a petition to annex two properties adjacent to the City limits? If so, shall the petition to annex include provisions for the property to accept a share of the City's outstanding indebtedness?

DESCRIPTION / HISTORY

The owners of two properties in the City's urban growth area (UGA) have submitted a notice to the City of their intention to commence the annexation process using the direct petition method described in RCW 35A.14.120 -150.

The owners of the two properties are Charles and Margaret Coultas (22677 West Jones Road, P36660), and Alex & Amy Coble/Jim & Susan Engberg (22729 West Jones Road, P36684).

PROCEDURE

Per RCW 35A.14.120, the City Council shall meet with the initiators of the annexation proposal "to determine whether the city will accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of a proposed zoning regulation... and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed. If the legislative body requires the assumption of all or of any portion of indebtedness ... it shall record this action in its minutes and the petition for annexation shall be so drawn as to clearly indicate these facts. Approval by the legislative body shall be a condition precedent to circulation of the petition."

The intent of today's meeting with the annexation initiators is to make these required decisions.

STAFF RECOMMENDATIONS

Staff recommends that the City Council require the annexation initiators, with assistance from City staff, to contact the neighboring property owners and attempt to enlarge the geographic area of the proposed annexation.

Staff also suggests, should the City Council choose to accept the proposed annexation, that the initiators be made aware that any annexation cannot be given final approval until after the building/sewer moratorium is lifted.

ENCLOSURES

Included with this memo:

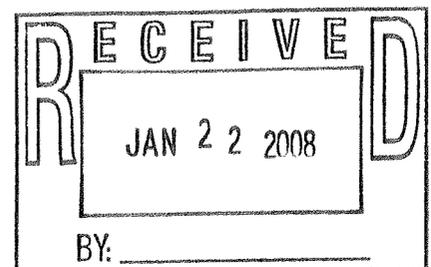
- Letters of intent to commence annexation process from Charles & Margaret Coultas and Alex & Amy Coble/Jim & Susan Engberg.

Planning Department,

We own a five acre parcel inside of the growth management area of Sedro Woolley and would like to be considered for annexation to the city in this cycle. Our property is located at 22729 W Jones Rd Sedro Woolley, WA 98284 parcel number P36684. It is owned by Alex and Amy Coble and Jim and Susan Engberg. We feel this would be a good addition to the city at this time due to expanded city services and infrastructure currently in the area.

Thank you,

Alex Coble
11171 Blue Heron Rd
Bow, WA 98232
(360) 202-3557



To the City of Sedro Woolley; City Council
Eron Berg, John Coleman, and Mayor Mike Anderson

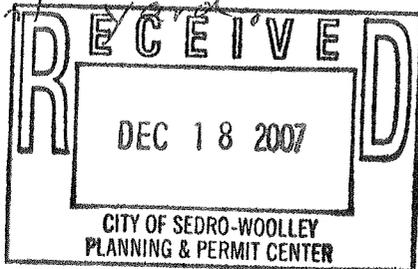
We Charles W. Coultas and Margaret P. Coultas would like to use the direct petition method to apply for annexation into the City of Sedro Woolley. Our land is now in the Urban Growth Area of Sedro Woolley.

The parcel number is: P36660

The site address is: 22677 W. Jones Road
Sedro Woolley, WA. 98284

The legal description is: PTN SW1/4 SE1/4 AKA LOT 1
S/P #2-82 AF#8202240045
1.62 ACRES

This corner where we live has long been confusing between the city of Sedro Woolley and Skagit County. So being in the city would make our fire and police service, so much better. We also want to hook-up to the city sewer from our older septic system. The city already has a place for this in our front yard.

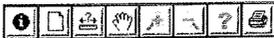


Signed Charles W. Coultas
Signed Margaret P. Coultas

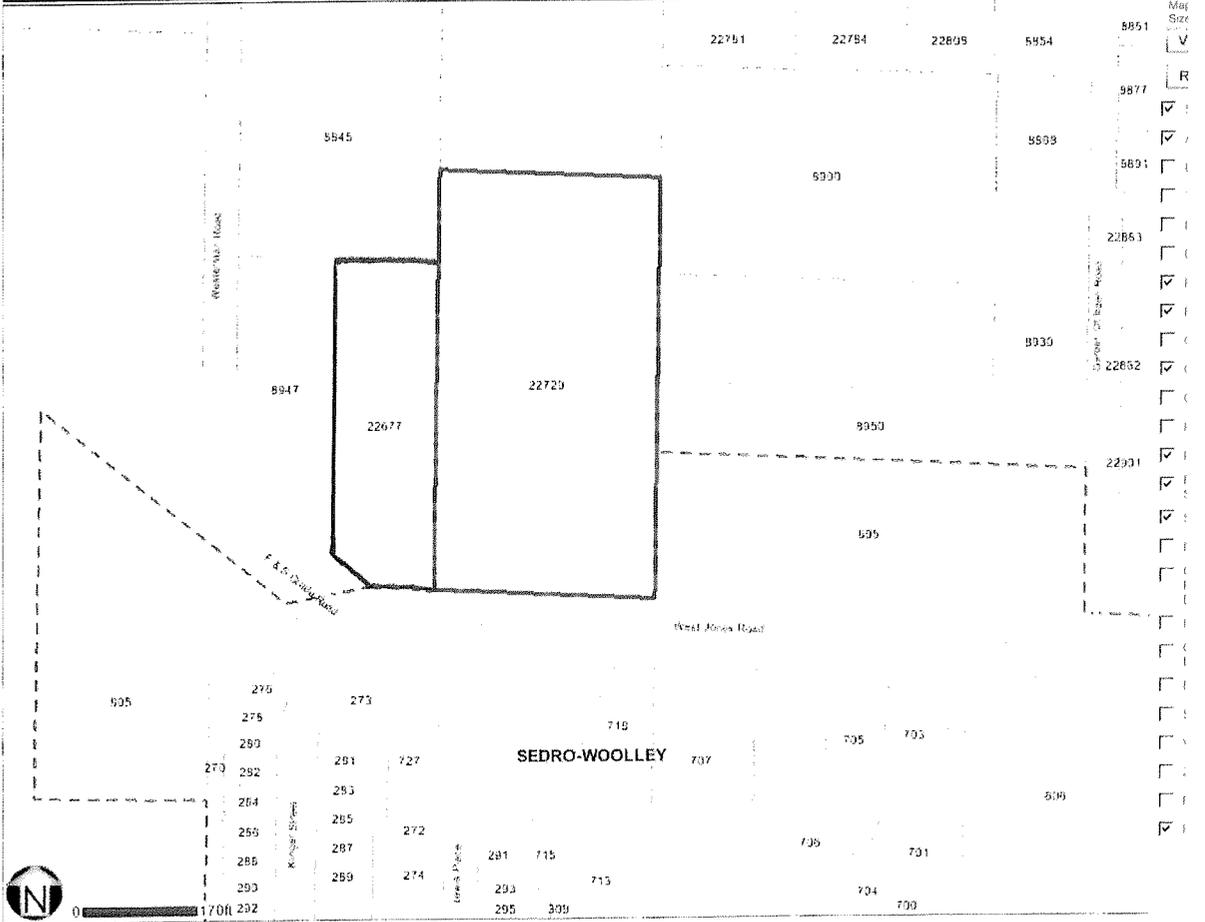
Date Dec. 16 - 2007

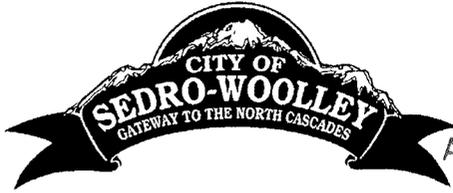


Search by:
Section
Parcel Number
Address
Xref ID
Road Name



Select Region Select View





CITY COUNCIL
WORKSESSION

FEB 05 2008

AGENDA ITEM B

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Evidence facility/off-site records storage Building
Parks Department Building
DATE: February 5, 2008

ISSUE: Should the Council award the bid for the construction of these two buildings in the amount of \$379,600.00 to the apparent low bidder, Colacurcio Brothers?

BACKGROUND: Bids have been opened on a combined project to build the new Police Evidence/off-site records building and the new Parks Department Building. Attached are the results of the bid as well as the bid information and the proposed contract with the apparent low bidder.

By prior action the Council had agreed to proceed with the design of these two buildings with a budget of \$100,000 for the police building and \$70,000 for the parks department building. Funding was planned for \$70,000 from parks impact fees and \$100,000 from the proceeds of the sale of City Hall. If you accept this bid, approximately \$300,000 will be required from the proceeds of City Hall. I talked with John Janicki on Monday and he indicated that he saw no issues with the closing of the sale and was interested in accelerating the closing as soon as we are ready to vacate.

Both of these buildings are needed for the City. The current Public Safety Building and expansion did not include any evidence storage facilities (formerly where the Museum is now and is currently at City Hall). The planned building provides needed space for the foreseeable future as well as additional records storage space for the City's administrative functions. The current Parks Department Building is an office located upstairs in a garage, is not ADA compliant, is not particularly safe and is not adequate as a workspace or a place to launch a new recreation program.

I am recommending that you accept the low bid and authorize the Mayor to sign a contract for the construction of these two buildings. You are presented with a unique opportunity to improve our facilities with the proceeds of the sale of an existing facility in a way that will allow staff to better serve the public for years to come. If you take this action, we will need to do a budget amendment and possibly an interfund loan (for the time between the first payment to the contractor and the sale of City Hall).

REQUEST FOR ACTION:

1. Motion to accept the low bid and authorize the Mayor to sign the contract with Colacurcio Brothers to build the new police evidence and parks department buildings in the base amount of \$379,600.00.

metal roof, cap flashing, gutter, & downspouts
manufacturer's standard dark grey color

striped 6'x32' canopy selected
from vendor standard fabrics

stepped parapeted wall
with wood crown molding
(paint icicle white)

goose-neck
light fixtures
84"x42" wood sign
sign area < 2% gfa

stepped parapeted wall
with wood crown molding
(paint icicle blue)

metal roof, cap flashing, gutter, & downspouts
manufacturer's standard dark grey color

Sedro-Woolley

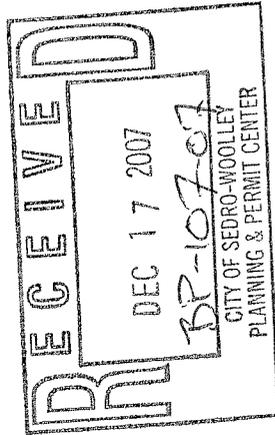
solid overhead door
(faux painted transom
windows and paneling)

electric
meter

PWD panels
with faux painted
transom windows
metal doors

plywood panel siding
w/ 1x3 battens @ 16" oc
(point buckland blue)

NEW DESIGN REVIEWED & APPROVED BY
DESIGN REVIEW COMMITTEE ON DECEMBER 18, 2007



stepped parapeted wall
with fiber cement crown molding
(paint icicle blue)

metal roof, cap flashing, gutter, & downspouts
manufacturer's standard dark grey color

plywood panel siding
point icicle white

metal gutter
standing seam
metal roof

metal door

metal downspout
to splashblock

exterior lights

metal downspout
to splashblock

metal door

plywood panel siding
w/ 1x3 battens @ 16" oc
(point buckland blue)

fiber cement panel siding
w/ 1x3 battens @ 16" oc
(point buckland blue)

metal door

metal gutter
standing seam
metal roof

metal downspout
to splashblock

exterior lights

metal downspout
to splashblock

exterior lights

metal downspout
to splashblock

metal door

plywood panel siding
w/ 1x3 battens @ 16" oc
(point buckland blue)

metal gutter
standing seam
metal roof

metal downspout
to splashblock

exterior lights

metal door

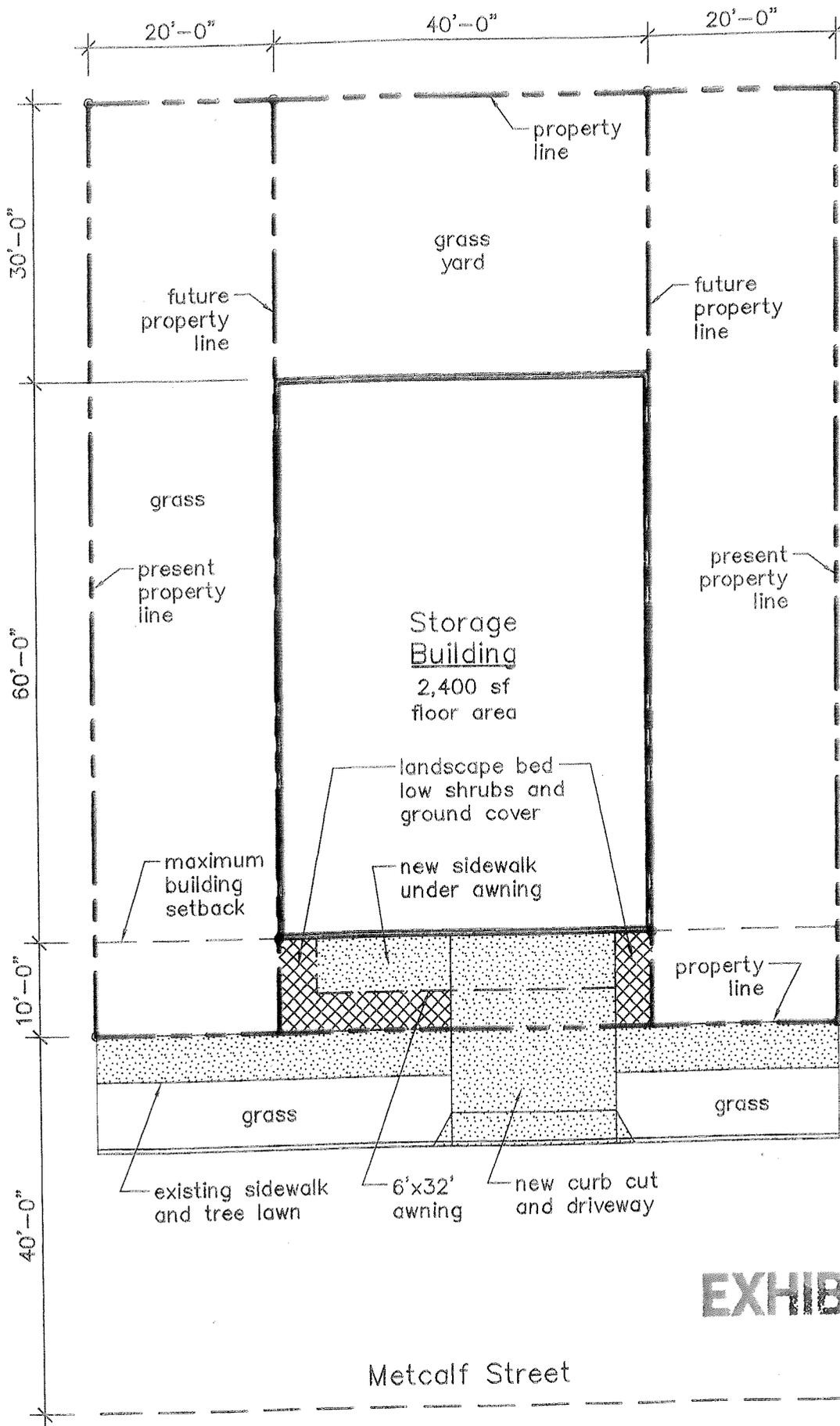


EXHIBIT A

NEW STORAGE BUILDING FOR SEDRO-WOOLLEY POLICE DEPARTMENT

Date: 02/01/2008

NEW OFFICE BUILDING FOR SEDRO-WOOLLEY PARKS DEPARTMENT

APPARENT 3 LOW BIDS

Company Name	Police Storage Building	Parks Office Building	Base Bid Total
Colacurcio Brothers Inc	\$205,100.00	\$174,500.00	\$379,600.00
HB Hansen Construction	\$211,384.48	\$177,378.70	\$388,763.18
Faber Brothers Construction	\$253,980.00	\$199,473.00	\$453,453.00

**NEW STORAGE BUILDING FOR SEDRO-WOOLLEY POLICE DEPARTMENT
NEW OFFICE BUILDING FOR SEDRO-WOOLLEY PARKS DEPARTMENT
BID OPENING RESULTS**

Date: 02/01/2008

Company Name	Base Bid	Base Bid	Base Bid
	Police Storage Building	Parks Office Building	Total
Colacurcio Brothers Inc	\$205,100.00	\$174,500.00	\$379,600.00
HB Hansen Construction	\$211,384.48	\$177,378.70	\$388,763.18
Faber Brothers Construction	\$253,980.00	\$199,473.00	\$453,453.00
Interwest Construction Inc	\$231,987.00	\$238,000.00	\$469,987.00
AVERAGE BID	\$225,612.87	\$197,337.93	\$422,950.80
COST/SF AVERAGE BID	\$94.01	\$109.63	\$100.70
COST/SF LOW BID	\$85.46	\$96.94	\$90.38
HIGH & LOW BID RANGE	\$26,887.00	\$63,500.00	\$90,387.00

PROJECT MANUAL

New Storage Building for
Sedro-Woolley Police Department
and
New Office Building for
Sedro-Woolley Parks Department

BP-107-07

BP-7-08

Owner

City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284
Eron Berg, City Supervisor

Architect

Mark Christ, Architect
810 Bennett Street
Sedro-Woolley, WA 98284
(360) 855-1546

January 16th, 2008

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

Title	Page
Invitation to Bid	1-3
Bid Forms	4
Bid Security Form (AIA Document A310)	insert
Abbreviated form of Agreement Between Owner and Contractor (AIA Document A107)	insert
Performance and Payment Bond Form (AIA Document A312)	insert
Supplementary Conditions	5-6

GENERAL REQUIREMENTS

Title	Page
Summary of Work	7
Payment Procedures	7
Project Coordination	7
Project Meetings	8
Submittal Procedures	9
Regulatory Requirements	9
Definitions	10
Temporary Facilities and Controls	11
Product Requirements	12
Examination and Preparation	13
Construction Waste Management and Disposal	13
Closeout Procedures	14

Procurement and Contracting Requirements

INVITATION TO BID

The Project and Contract Documents are titled:

New Storage Building for
Sedro-Woolley Police Department
And
New Office Building for
Sedro-Woolley Parks Department

Owner's Representative:

The City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284
Attn: Eron Berg, City Supervisor
(360) 855-1661
eberg@ci.sedro-woolley.wa.us

Architect:

Mark Christ, Architect
810 Bennett Street
Sedro-Woolley, WA 98284
Attn: Mark Christ
(360) 855-1546
mark@markchrist.com

Mechanical Engineer:

Garrison Engineering
1997 Park Lane
Burlington, WA 98233
Attn: Carl Garrison
Sedro-Woolley, WA 98284
(360) 707-5656
carlg@gecorp.net

DESCRIPTION OF THE PROJECT:

The construction of Two (2) one story, Type VB, Buildings. A 2,400 square foot Storage Building for the Sedro-Woolley Police Department and a 1,800 square foot Office Building for the Sedro-Woolley Parks Department. There is no estimate of Construction Cost.

DRAWINGS AND PROJECT MANUAL:

One set of Construction Drawings for each Building and one copy of the Project Manual will be on file for examination at The City of Sedro-Woolley City Hall, 720 Murdock Street, Sedro-Woolley, Washington.

Construction Drawings for each Building and the Project Manual may be purchased at The Blueprint Company, 909 Riverside Drive, Mount Vernon, Washington.

No refund is available for the cost of Drawings and project Manuals.

New Storage Building for Sedro-Woolley Police Department
New Office Building for Sedro-Woolley Parks Department

PREBID MEETINGS:

A Pre-bid Meeting at The City of Sedro-Woolley City Hall, 720 Murdock Street, Sedro-Woolley, Washington at 2:00 P.M., on January 2nd, 2008. A Second Pre-bid Meeting at The City of Sedro-Woolley City Hall, 720 Murdock Street, Sedro-Woolley, Washington at 2:00 P.M., on January 18th, 2008. Attendance at one of these Pre-Bid Meetings is mandatory for all Contractors wishing to submit a bid. Attendance and Minutes will be recorded by the Architect. Copies will be mailed to those in attendance, Listed Contractors, and Plan Holders within 3 working days.

SUBSTITUTION REQUESTS:

Written requests for Clarifications and written Substitution Requests may be e-mailed or faxed to the Architect at any time. Said requests must be received by the Architect by January 25th.

ADDENDUMS:

Addendums issued will be sent ONLY to those in attending the PreBid Meeting, Plan Holders, or Subcontractors and Vendors having submitted a written request for clarification or a written substitution request prior to January 25th, 2008.

BID PROCURMENT SCHEDULE:

Advertisement for Bids	January 19 th and 26 th , 2007
Mandatory Pre-Bid Meeting	January 2 nd , 2008
Advertisement	January 16 th , 2008
Addendum #1 issued	January 16 th , 2008
Second Pre-bid Meeting	January 18 th , 2008
Requests for Clarification and/or Substitution Due	January 25 th , 2008
Final Addendum issued	January 28 th , 2008
Bids Due:	February 1 st , 2008

BID FORM:

Bid Form, to be entitled to consideration, must be made in accordance with the following instructions:

1. Bid Form shall be in the form provided. All blank spaces in the Bid Form shall be fully filled, the signature shall be in longhand, and the completed form shall be without interlineation, alteration, or erasure.
2. Bid Form shall not contain any recapitulation of the Work to be performed. No oral, telegraphic, or telephone proposals or modifications will be considered.
3. Bid Form shall be addressed to the Owner, and shall be delivered to The City of Sedro-Woolley City Hall, 720 Murdock Street, Sedro-Woolley, Washington enclosed in an opaque sealed envelope marked "Bid Form" and bearing the title of the Work and the name of the bidder, no later than 2:00 P.M., on February 1st, 2008.
4. Bids will be publicly opened and read immediately after the time of receipt. Bidders may be present at the opening, but no further notice will be given except in the event of a change of opening time.

BID SECURITY:

Bid Security is required with the bid in an amount not less than 5 percent of the amount bid for the Stipulated Sum, made out payable to The City of Sedro-Woolley. Bid Security may be Bid Bond, cashier's check, or certified check. If Bid Bond it shall be on Form of Bid Bond, AIA Document A310, latest edition

AWARD OF CONTRACT:

The bidder to whom the award is made will be promptly notified and, within 7 calendar days from the date of such notification, he shall execute the Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A107, 1997 edition.

TIME FOR COMPLETION:

The Contract Time allotted for Substantial Completion of the Work is 90 calendar days for the Storage Building and 180 days for the Office Building as stated in the Supplementary Conditions.

REJECTION OF BIDS:

The bidder acknowledges the right of the Owner to reject any or all bids, to waive any informality or irregularity in any bid received, and to accept other than the lowest bid. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

SUBCONTRACTOR LISTING

SHB 1370, effective July 25, 1993, requires bidders to list all subcontractors and categories of work performed for any bid exceeding one hundred thousand dollars if subcontract amount exceeds ten percent of the submitted bid. The subcontractor listing must be submitted either with the bid, or within one hour of the date and time of bid submittal, to be considered a responsive bid.

GUARANTY BONDS:

Performance Bond, Labor and Material Payment Bond, AIA Document A311 are required and the bidder's attention is drawn thereto

END OF SECTION

BID FORMS

City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

Having carefully examined the General Conditions, Supplementary Conditions, Drawings entitled New Storage Building for Sedro-Woolley Police Department dated 12/12/07, and Drawings entitled New Office Building for Sedro-Woolley Parks Department dated 01/16/08 and Project Manual entitled New Storage Building for Sedro-Woolley Police Department and New Office Building for Sedro-Woolley Parks Department dated 01/16/08 and all of the Addenda issued numbered _____, as well as the premises and the conditions affecting the Work, the Undersigned proposes to provide each unit of Work for the Stipulated Sums as set forth below: Applicable Washington State Sales Tax is not included in the bid and will be added to each progress payment request.

BASE BID, New Storage Building for Sedro-Woolley Police Department

_____ Dollars (\$ _____)

BASE BID, New Office Building for Sedro-Woolley Parks Department

_____ Dollars (\$ _____)

TOTAL BASE BID

_____ Dollars (\$ _____)

If the undersigned is notified of the acceptance of this Bid within thirty calendar days of the time set for opening of the Bid, the undersigned agrees to execute a Contract for the above Work for the above-stated compensation in the form of the Contract attached hereto and to commence Work within ten days after the execution thereof.

The Undersigned agrees if awarded the Contract, to complete the Storage Building within 90 calendar days after the Notice to Proceed and to complete the Office Building within 180 calendar days after the Notice to Proceed

SUBCONTRACTOR LISTING:

Work Category

Subcontractor Name

Work Category	Subcontractor Name
_____	_____
_____	_____
_____	_____
_____	_____

Very truly yours,

Washington License No: _____

Date: _____

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and _____
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto _____
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

_____ Dollars (\$ _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for _____
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 19____

(Witness) { _____
(Principal) (Seal)

(Title)

(Witness) { _____
(Surety) (Seal)

(Title)



AIA Document A107

Abbreviated Form of Agreement Between Owner and Contractor

*For CONSTRUCTION PROJECTS OF LIMITED SCOPE where
the Basis of Payment is a STIPULATED SUM*

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

This document includes abbreviated General Conditions and should not be used with other general conditions.
It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the _____ day of _____ in the year of
Nineteen Hundred and _____

BETWEEN the Owner:
(Name and address)

and the Contractor:
(Name and address)

The Project is:
(Name and location)

The Architect is:
(Name and address)

The Owner and Contractor agree as set forth below.

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ARTICLE 1
THE WORK OF THIS CONTRACT

1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 2
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The date of commencement is the date from which the Contract Time of Paragraph 2.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of (\$ _____ Dollars Documents. _____), subject to additions and deductions as provided in the Contract Documents.

3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

3.3 Unit prices, if any, are as follows:

ARTICLE 4 PROGRESS PAYMENTS

4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

4.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5
FINAL PAYMENT

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

6.1.1 The Agreement is this executed Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A107, 1987 Edition.

6.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
----------	-------	-------

6.1.3. The Specifications are those contained in the Project Manual dated as in Subparagraph 6.1.2, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

6.1.4 The Drawings are as follows, and are dated
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

Number	Title	Date
--------	-------	------

6.1.5 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 6.

6.1.6 Other documents, if any, forming part of the Contract Documents are as follows:
(List any additional documents which are intended to form part of the Contract Documents.)

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

7.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

7.4 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 8 OWNER

8.1 The Owner shall furnish surveys and a legal description of the site.

8.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

8.3 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 9 CONTRACTOR

9.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

9.2 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

9.4 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

9.6 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith.

9.7 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

ARTICLE 10

ADMINISTRATION OF THE CONTRACT

9.8 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

9.9 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

9.10 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

9.11 The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent.

9.12 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 9.12.

9.12.1 In claims against any person or entity indemnified under this Paragraph 9.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.12.2 The obligations of the Contractor under this Paragraph 9.12 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

10.1 The Architect will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 18.1

10.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

10.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraphs 9.1 and 16.1. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

10.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

10.5 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. All other decisions of the Architect, except those which have been waived by making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

10.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

10.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

10.8 All claims or disputes between the Contractor and the Owner arising out of or relating to the Contract, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Architect as required under Paragraph 10.5. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by

the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

12.3 Costs caused by delays, improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 13 CHANGES IN THE WORK

13.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

13.2 The Contract Sum and Contract Time shall be changed only by Change Order.

13.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 14 TIME

14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

14.2 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 15.3.

14.3 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 15 PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Articles 4 and 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Architect agrees that the Work is substantially complete, the Architect will issue a Certificate of Substantial Completion.

15.4 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such

lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16

PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subparagraphs 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 9.12.

16.2 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

ARTICLE 17

INSURANCE

17.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work

itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 9.12. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

17.3 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all-risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

17.4 A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

17.5 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

17.6 The Owner and Contractor waive all rights against each other and the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 17 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. The Owner shall require similar waivers in favor of the Owner and Contractor by the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them.

ARTICLE 18

CORRECTION OF WORK

18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Com-

pletion of the Contract or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 18 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

18.2 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 18.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 The Contract shall be governed by the law of the place where the Project is located.

19.2 As between the Owner and the Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

- .1 not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- .2 not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment; and
- .3 not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 20

TERMINATION OF THE CONTRACT

20.1 If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Architect's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ _____),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____

19____, entered into a contract with Owner for

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____ 19____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ _____),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____

(Here insert full name, address and description of project)

19 _____, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____

19____

(Witness)

} _____
(Principal) *(Seal)*

} _____
(Title)

(Witness)

} _____
(Surety) *(Seal)*

} _____
(Title)

SUPPLEMENTARY CONDITIONS

UNLESS EXPRESSLY OTHERWISE INDICATED, THE FOLLOWING REQUIREMENTS SUPPLEMENT THE REFERENCED ARTICLES OF THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT" (AIA DOCUMENT A205, 1993 EDITION) AND SUPERSEDE THEM WHERE THEY CONTRADICT THE SAME.

CONTRACT DOCUMENTS (Article 7)

- A. ADD paragraph 7.5 Formal request for all substitution items must be received by the Architect by Friday, January 25th, 2008. An Addendum will be issued Wednesday, January 28th, 2008 listing all accepted substitutions. No substitutions will be accepted after bids are received except as may be necessary due to product lead time (or) as may benefit the Owner as determined by the Architect.

OWNER (Article 8)

- A. DELETE paragraph 8.1
- B. ADD paragraph 8.4 The Owner will obtain Building Permits and will pay for all Building Inspections except for Electrical Inspections by the Washington State Department of Labor and Industry.

CONTRACTOR (Article 9)

- A. DELETE from paragraph 9.5 "and shall secure and pay for the building permit and other permits and government fees, licenses, and inspections necessary for proper completion of the work".
- B. ADD to paragraph 9.5 Applicable sales tax shall be included in progress payments as provided in Article 4 of this agreement.
- C. ADD paragraph 9.15 All Work shall be performed pursuant to the provisions of Chapter 39.12 RCW amended, requiring the payment of Prevailing Wages. All Work shall be performed pursuant to the Washington State Law Against Discrimination RCW 49.60 and Title VII of the Civil Rights Act of 1964. Copies of the Prevailing Wage rates may be obtained from the Washington State Department of Labor and Industries.

TIME (Article 14)

- A. ADD paragraph 14.4 The Work for the Storage Building shall be Substantially Complete within ninety (90) consecutive calendar days after the Notice to Proceed, and shall be Finally Complete within Thirty (30) consecutive calendar days thereafter. The Work for the Office Building shall be Substantially Complete within two hundred and ten (180) consecutive calendar days after the Notice to Proceed, and shall be Finally Complete within Thirty (30) consecutive calendar days thereafter. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

PAYMENTS AND COMPLETION (Article 15)

- A. ADD to paragraph 15.1 The Owner will after receipt of the Certificate for Payment, pay the Contractor an amount to be determined by taking 95% of the value of labor and materials incorporated in the work but accepted by the Architect under provisions of the contract documents, up to the date of payment proposed to be made, less the aggregate of all the previous payments and deductions provided for in the contract documents. The 5% withheld shall be retained by the Owner pursuant to Chapter 60.28 RCW. The retainage shall be paid by the Owner according to law, without additional request by the Contractor or Certification by the Architect within 60 days of Final Completion, provided the Owner has received Release from the Department of Revenue and Prevailing Wage Documents from Labor and Industries for the Contractor and each Subcontractor.
- B. ADD to paragraph 15.2 Payments require City Council approval. An Application for Payment must be submitted a minimum of 10 days prior to a City Council meeting in order to be considered at said meeting. City Council meets on the 2nd and 4th Wednesday of each month.

INSURANCE (Article 17)

- A. ADD to paragraph 17.1 The Contractor's Comprehensive General Liability Insurance and automobile Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. The Contractor shall furnish a Performance Bond in an amount to one hundred percent of the Contract Sum as security for the faithful performance of this Contract. The contractor shall also furnish a Labor and Material Payment Bond in an amount not less than one hundred percent of the Contract Sum or in a penal sum not less than that prescribed by State, or Local law, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and Labor and Material Payment Bond may be in one or separate instruments in accordance with Local law and shall be delivered to the Owner not later than the date of execution of the Contract.
- B. ADD to paragraph 17.1 Builder's Risk: Contractor to provide "Builder's risk" Insurance for the duration of the Project.
- C. DELETE paragraph 17.2, 17.3, 17.4, 17.5, and 17.6.

END OF SECTION

General Requirements

SUMMARY OF WORK

- A. General Conditions and Division 1 - General Requirements govern the Work of all Sections of the Specifications.
- B. Work of this Contract comprises construction of two (2) one story, Type VB, Buildings. A 2,400 square foot Storage Building for the Sedro-Woolley Police Department and a 1,800 square foot Office Building for the Sedro-Woolley Parks Department.
- C. Persons performing Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Architect, conditions detrimental to Work. Failure to examine and report makes the person responsible, at no increase in Contract Sum, for corrections Architect may require. Commencement of Work constitutes acceptance of surface.

PAYMENT PROCEDURES

- A. At the first Project Meeting for each building the contractor shall submit to the Architect and Owner a Schedule of Values for that building, AIA Document G703.
- B. A separate Schedule of Values and separate Applications for Payment are required for each building.
- C. Payments require City Council approval. An Application for Payment must be submitted a minimum of 10 days prior to a City Council meeting in order to be considered at said meeting. City Council meets on the 2nd and 4th Wednesday of each month.

PROJECT COORDINATION

- A. General:
 - 1. Coordinate with Work of other Sections to ensure that all fixtures, devices, switches, outlets, ducts, pipes, and similar items can be installed as shown without modifications to framing. Provide all blockouts, raceways and similar framing as required.
 - 2. Coordinate the Work; do not delegate responsibility for coordination to any subcontractor.
 - 3. Anticipate interrelationship of all subcontractors and their relationship with the total Work.
 - 4. Resolve differences or disputes between subcontractors and materials suppliers concerning coordination, interference, or extent of Work between Sections. Contractor's decisions, if consistent with Contract Document requirements, shall be final.
 - 5. Verify all dimensions on site. All dimensions are to face or centerline of framing members and concrete unless otherwise shown or noted.

PROJECT MEETINGS

- A. Prior to commencement of Work on each Building, a Preconstruction Conference will be held to discuss procedures to be followed.
- B. Location: A site as convenient as possible for all parties, designated by the Architect.
- C. Attending shall be:
 - 1. Owner's Representative.
 - 2. Architect.
 - 3. Contractor.
 - 4. Subcontractors, Suppliers and Others as appropriate.
- D. Progress Meetings:
 - 1. Prepare agenda, schedule, and hold weekly Progress Meetings (or as may be required by progress of the Work).
 - 2. The Architect shall record agreed action and resolutions in minutes of meeting and distribute to attending parties within 3 working days.
 - 3. Location: City Hall, 720 Murdock Street, Sedro-Woolley (or as appropriate)
 - 4. Attending shall be:
 - a. Owner's Representative.
 - b. Architect.
 - c. Contractor.
 - d. Subcontractors, Suppliers and Others, as appropriate to the agenda.

SUBMITTAL PROCEDURES

- A. Submittals may consist of Shop Drawings, Product Data, and Samples. Make submittals promptly and in such a manner as to cause no delay in the Work. Allow Architect 5 working days to respond to all submittals.
- B. Modify drawings, diagrams, and product data to delete information which is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work.
- C. Begin no fabrication or Work which requires submittals until return of Architect's final reviewed submittals.
- D. Submit a Progress Schedule to the Architect at the first Progress Meeting for each Building. Coordinate progress schedule with all Submittals. Progress Schedule may be a bar graph. The number of activities and structure of the Progress Schedule shall be adequate to explain the various stages of construction and shall be coordinated with Application and Certificate for Payment. Contractor shall update the Progress Schedule and Submittal Log during construction as required to keep them current and submit copies at each weekly meeting.

REGULATORY REQUIREMENTS

- A. Requirements of regulatory agencies shall mean the latest printed edition of each in effect at the date of submission of Bids unless the document is shown dated.
- B. Perform the Work in conformance with applicable requirements of all regulatory agencies including, but not limited to, the following:
 - 1. International Building Code (IBC) 2006 Edition.
 - 2. International Electrical Code (ICC).
 - 3. International Mechanical Code (IMC).
 - 4. International Plumbing Code (IPC).
 - 5. Washington State Energy Code.
 - 6. Washington State Regulations for Barrier-Free Design.

DEFINITIONS

- A. Terms used on the Drawings or in the Specifications in addition to those shown in General Conditions shall have the following meanings:

TERM	MEANING
As Directed	"By the Architect"
As Required	"By Code; by good building practice; by the condition prevailing; by Contract Documents; by Owner, or by Architect"
As Selected	"By Architect"
Equal	In the opinion of the Architect. The burden of proof of equality is the responsibility of the Contractor.
Furnish	"Supply and deliver to the Project ready for installation and in operable condition."
Install	"Incorporate in the Work in final position, complete, anchored, connected, and in operable condition."
NIC	Not in Contract
Project	Total construction of which Work performed under the Contract Documents may be the whole or a part.
Provide	"Furnish and install complete." When neither "furnish", "install", nor "provide" is stated, "provide" is implied.
Shown	"As indicated on the Drawings"
Specified	"As written in the Project Manual"
Substantial Completion	"The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the contract documents so that the Owner can occupy or utilize the Work for its intended use as Certified by the Architect"
Final Completion	"The stage in the progress of the Work when the Architect finds the Work acceptable and the contract fully preformed including Closeout Procedures. Final Payment will be made after Final Competition"

TEMPORARY FACILITIES AND CONTROLS

- A. Obtain and pay for all special permits and licenses and give all notices required for providing construction facilities and temporary controls.
- B. Construction facilities and temporary controls shall conform with applicable requirements of the following:
 - 1. Associated General Contractors of America (AGC): Manual of Accident Prevention in Construction.
 - 2. International Building Code (IBC), International Electrical Code (ICC), and International Plumbing Code (IPC): Applicable Chapters and Sections.
- C. No water service is presently available at the Sites. Contractor shall coordinate all work accordingly.
- D. Provide and maintain temporary electrical service. Contractor may take electric energy, at Owner's expense, in such quantities and at such times as they are available from Owner's electric systems respectively. Provide equipment, connections, transformers, and other materials necessary for extending power lines to the Site of the Work. Make installation in locations designated by the Architect. Construct in conformance with safety regulations.
- E. Provide temporary heat and ventilation required to maintain adequate environmental conditions to facilitate progress of Work
- F. Provide and maintain a portable chemical toilet at a location approved by Owner. Contractor's option to use public toilets located at Hammer Heritage Park and a portable toilet at Bingham Park.
- G. Provide telephone with answering service. Contractor to respond to all calls within 1 work day of message except as may be agreed to in advance.
- H. Provide and maintain suitable temporary barriers as required to prevent public entry.
- I. Temporary Controls: The Washington State Clean Air Act requires the use of all known, available, and reasonable means of controlling air pollution, including dust. Control dust generated during construction activities by wetting dust sources such as areas of exposed soils, washing truck wheels before they leave the Site, and installing and maintaining gravel construction entrances. Construction vehicle track-out is also a major dust source. Any evidence of track out can trigger violations and fines from the Department of Ecology or the Puget Sound Air Pollution Control Agency. (SEPA Natural Environment/Air Quality Policies).
- J. Mitigation of Damages: During construction protect all adjacent property and structures from damage due to and including, but not limited to, subsidence, erosion and inundation. Mitigation of damages caused by Contractor's operations shall be the sole responsibility of the Contractor.

PRODUCT REQUIREMENTS

- A. All material and equipment incorporated in the Work shall be new, unless otherwise specified; in condition acceptable to the Architect; suitable for the intended use.
- B. Provide products complete with all accessories, trim, finish, fasteners and adhesives, and other devices and details required for the intended use and effect.
- C. Product Options and Substitutions:
 - 1. Whenever a product is specified by using a proprietary name or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing type, function, dimension, appearance, and quality desired. Other manufacturer's products will be accepted provided sufficient information is submitted to allow the Architect to determine that products proposed are equivalent to those named.
 - 2. If the Contractor desires to use any other brand, make, or manufacturer of equal quality, appearance, and utility to the product specified, substitution shall be requested as provided herein.
 - 3. Requests for substitution shall be made by the Contractor and constitute representation that Contractor:
 - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, the specified product.
 - b. Shall provide the same or better warranty for substitution as for specified product.
 - c. Shall be responsible for effect of substitution upon related Work, shall coordinate installation, and be responsible for other changes which may be required for Work to be complete in all respects, in compliance with design intent and in compliance with all applicable codes and regulatory requirements.
 - d. Be responsible for additional costs which may subsequently become apparent. This includes additional costs for required additional Architect's services made necessary by the substitution.
 - e. Shall provide all cost savings to Contract Sum as credits.
 - f. Shall provide specified product, material, or system should substitution be rejected, at no change in Contract Sum.
 - 4. Architect reserves the right to reject proposals due to insufficient information or failure to conform to requirements of Contract Documents. The Architect's decision shall be final.
 - 5. Formal request for all substitutions items must be submitted to Architect by January 25th, 2008. It is the Contractor's obligation to provide adequate information. After that period only specified item unavailability will be considered as legitimate reason for substitution request or as determined by the Architect. Product unavailability shall be verified in writing by manufacturer.

EXAMINATION AND PREPARATION

- A. Inspect the Site and location of the Work and become acquainted with and understand all conditions relating to the Work to be performed under this Contract.
- B. Owner shall locate and stake out property corners and building corners prior to construction
- C. Contractor shall be responsible for accuracy and correctness of lines, grades, and for establishing location of buried utility lines. Call 1-800-424-5555 48 hours prior to excavation

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

- A. The Owner desires that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors be employed.
 - 1. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in land fills shall be minimized.
 - 2. With regard to these goals the Contractor shall develop a Construction Waste Management Plan for this Project which shall include the following:
 - a. Analysis of the proposed jobsite waste to be generated, including types and estimated quantities. Designate an on-site location for the safe and secure storage of Construction Waste. Schedule periodic disposal.
 - 1) Cardboard.
 - 2) Clean dimensional wood.
 - 3) Land clearing debris.
 - 4) Concrete.
 - 5) Thermal and acoustical insulation.
 - 6) Gypsum board.
 - 7) Metals from banding, stud trim, ductwork, piping, reinforcing steel, roofing; other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, bronze.
 - b. Landfill Options: Name and location of landfill(s) where construction waste will be disposed of, applicable tipping fees, and projected cost of disposing of all Project construction waste in the landfill(s).
 - c. Alternatives to Land Filling: A list of construction waste materials from the Project that will be separated for reuse, salvage, or recycling.

CLOSEOUT PROCEDURES

- A. Progress Cleaning:
 - 1. Weekly, and more often if necessary, inspect the structure and site; pick up all scrap, debris, and waste material. Remove such items in accordance with the Construction Waste Management Plan.
 - 2. Weekly, and more often if necessary, sweep interior spaces clean.
 - 3. Maintain the site in a neat and orderly condition at all times.

- B. Final Cleaning: Prior to final inspection, thoroughly clean building and remove construction waste from jobsite.

- C. Project Record Documents:
 - 1. At a time nearing completion of the Work, obtain from the Architect one complete set of Construction Drawings. Identify each of the Drawings with the title, "RECORD DRAWINGS - JOB SET."
 - 2. Do not use the job set for any purpose except entry of new data and for review by the Architect.
 - 3. Carefully transfer change data to the corresponding drawings using a red ink pen, coordinating the changes as required. Call attention to each entry by drawing a "cloud" around the area or areas affected. Make changes neatly and consistently, to assure longevity and clear reproduction.
 - 4. Prior to submitting request for final payment, submit final Project Record Documents to the Architect and secure approval.

- D. Operation and Maintenance Data:
 - 1. Compile product data and related information appropriate for Owner's maintenance and operation of products, equipment, and systems provided under the Contract. Submit prior to final request for payment.
 - 2. Instruct Owner's personnel in the maintenance and operation of equipment and systems.

- E. Warranties and Bonds: Assemble warranties, bonds, and service and maintenance contracts executed by each of the respective manufacturers, suppliers, and subcontractors. Submit prior to final request for payment.

END OF DIVISION 01

New Storage Building for Sedro-Woolley Police Department
New Office Building for Sedro-Woolley Parks Department

ADDENDUM #1

Project: New Storage Building for Sedro-Woolley Police Department

Owner: City of Sedro-Woolley
Phone: (360) 855-1661 Fax: (360) 855-0707
E-mail: eberg@ci.sedro-woolley.wa.us

Architect: Mark Christ, Architect
Phone: (360) 855-1546 Fax: (360) 855-1546
E-mail: mark@markchrist.com

Date Issued: 01/16/08

To: All Plan Holders and All in Attendance at the Pre-bid Meeting

This addendum forms a part of the Contract Documents and modifies the Contract Drawings and Project Manual dated December 19th, 2007. Acknowledge receipt of this addendum on the Bid Proposal. Failure to do so may subject the bidder to be disqualified. This addendum consists of two (2) pages.

ITEM #1: DELETE: Project Manual
Entitled: New Storage Building for Sedro-Woolley Police Department
Dated: December 19th, 2007
ADD: Project Manual
Entitled: New Storage Building for Sedro-Woolley Police Department
and New office building for Sedro-Woolley Parks Department
Dated: January 16th, 2008

ITEM#2: ADD: Contract Drawings
Entitled: New Storage Building for Sedro-Woolley Police Department
and New office building for Sedro-Woolley Parks Department
Dated: January 16th, 2008

ITEM#3: ADD: Revised call for Bids as posted on the City of Sedro-Woolley web site

Revised Call for Bids
City of Sedro-Woolley Storage Building and Parks & Recreation Building

Sealed bid proposals will be received by the City of Sedro-Woolley at City Hall, 720 Murdock Street, Sedro-Woolley, WA 98284, until 2:00 P.M. February 1, 2008, at which time they will be opened and publicly read aloud.

The City is planning the construction of two buildings: a one story, Type VB, storage building with a gross area of 2,400 square feet and a one story, parks & recreation building with a gross area of approx. 1,800 square feet.

Plans and specifications may be purchased from the Blueprint Company, 909 Riverside Drive, Mount Vernon, WA 98273; one set will be available for review at City Hall.

Bid requirements detailed in bid specifications.

The Owner reserves the right to accept a proposal of the bidder submitting lowest responsible bid, to reject an or all bids, republish the call for bids, revise or cancel the work to be performed, or do the work otherwise, if the best interest of the City of Sedro-Woolley is served thereby.

New Storage Building for Sedro-Woolley Police Department
New Office Building for Sedro-Woolley Parks Department

ITEM#4: **ADD:** Pre-Bid Meeting Minutes as issued to all Plan Holders, and all in attendance at the Pre-Bid Meeting

Pre-Bid Meeting Minutes

Issued : 01/07/07

Project: A New storage Building for Sedro-Woolley Police Department
Meeting Date: January 2, 2008
Meeting Time: Wednesday, 2:00 PM, Adjourned 2:34PM
Meeting Place: Sedro-Woolley, City Hall
Attendance: Eron Berg – City Supervisor/City Attorney
 Julie Rosario – Public Works Assistant
 Mark Christ – Architect
 Carl Garrison – Mechanical Engineer
 Doug Wood – Sedro-Woolley Police Chief
 (13) General Contractors were in attendance (List Attached)

ITEM 1 Eron Berg gave a brief introduction to the project and Mark Christ gave a brief overview of the Project Manual and Construction Drawings.

ITEM 2 It is intended that ADDENDUM #1 will be issued on January 16th, which will:
1. Expand the scope of the project to include the construction of a new building for the Sedro-Woolley Parks Department. Preliminary drawings were available.
2. Revise the Bid due date to February 1st at 2:00 pm.
3. Revise the timeline for Completion

ITEM 3 Questions from those in attendance:
Is there a Penalty for not completing the project on time? *There is no specified Penalty. However, damages would be sought for the cost of 2,400 SF of rental storage to be used until the work is substantially complete.*
How far does the Contractor take the sewer? *Stub out to 5' from the building.*
How far does the Contractor take the water? *Connect to the water meter.*
Will all of sidewalks, curb and gutter indicated on the Drawings be installed by the City? *Yes*
Are there only two exterior paint colors? *Yes*
Will those in attendance have to attend another mandatory Pre-Bid Meeting? *No*
Is there a Noise Ordinance? *Yes. Municipal code 9.46 in effect for the CBD limits construction noise to 7AM to 9PM on Weekdays and 8AM to 9PM on Weekends.*
Is there a Cost Estimate? *No*
Has there been any subsurface investigation? *Not at this time.*
What if something is uncovered or inadequate soils are found? *Anything outside of the assumptions of the Construction Drawings will be the burden of the City.*

CC: All Plan Holder's, and All in Attendance, Mayor Mike Anderson

This concludes Addendum #1.

New Storage Building for Sedro-Woolley Police Department
New Office Building for Sedro-Woolley Parks Department

ADDENDUM #2

Project: New Storage Building for Sedro-Woolley Police Department
New Office Building for Sedro-Woolley Parks Department

Owner: City of Sedro-Woolley
Phone: (360) 855-1661 Fax: (360) 855-0707
E-mail: eberg@ci.sedro-woolley.wa.us

Architect: Mark Christ, Architect
Phone: (360) 855-1546 Fax: (360) 855-1546
E-mail: mark@markchrist.com

Date Issued: 01/22/08

To: Plan Holders, Architect's E-mail List, and All in Attendance at the Second Pre-bid Meeting

This addendum forms a part of the Contract Documents and modifies the Contract Drawings dated December 19th, 2007, the Contract Drawings dated January 16th, 2008, and the Project Manual dated January 16th, 2008. Acknowledge receipt of this addendum on the Bid Proposal. Failure to do so may subject the bidder to be disqualified. This addendum consists of two (2) pages.

ITEM #1: ADD: Second Pre-Bid Meeting Minutes

Pre-Bid Meeting Minutes

Issued : 01/22/08

Project: A New Storage Building for Sedro-Woolley Police Department
A New Office Building for Sedro-Woolley Parks Department
Meeting Date: January 18th, 2008
Meeting Time: 2:00 PM, Adjourned 2:37PM
Meeting Place: Sedro-Woolley, City Hall
Attendance: Eron Berg – City Supervisor/City Attorney
Shane Walley – City Parks & Recreation
Julie Rosario – Public Works Assistant
Mark Christ – Architect
(2) General Contractors: Michelle Hartz w/ IMAC Inc. and Dave Anderson w/ DL Anderson Inc.

ITEM 1 Mark Christ gave a brief overview of the Project Manual and Construction Drawings. There is one (1) Project Manual and two (2) sets of Contract Drawings. There is one (1) Bid form. Indicate a Base Bid for each Building and a Total Base Bid for the sum of the Buildings. Provide one (1) Bid Bond based on the Total Base Bid. One (1) Contract will be awarded based on the Total Base Bid. There will be a separate Schedule of Values and a separate series of Applications for Payment for each Building. Deadline for Questions and Substitution Requests is January 25th, 2008. Bid Due Date is February 1st, 2008.

ITEM 2 Questions from those in attendance:
Might a pole building be accepted as a substitution for conventional framing prior to receiving bids? *No*.
Might the two buildings be separated into two separate projects prior to receiving bids? *No*
What type of wall finish is acceptable? *Knock Down*. Would an Orange Peel be accepted? *Yes*
Might there be substitution for Benjamin Moore paint? *Yes, if approved*

This concludes the Meeting Minutes from the Second Pre-Bid Meeting

Mark Christ, Architect

New Storage Building for Sedro-Woolley Police Department
New Office Building for Sedro-Woolley Parks Department

ITEM #2: QUESTIONS RECEIVED VIA E-MAIL:

Q: The drawings indicate 6" minimum compact fill. How should this be bid?
A: See ITEM #3 (below)

ITEM #3: REVISIONS TO CONTRACT DRAWINGS:

New Storage Building for Sedro-Woolley Police Department
Drawing A/A2, Foundation Plan:
New Office Building for Sedro-Woolley Parks Department
Drawing A/A2, Foundation Plan:

ADD: Note:
Excavate to a depth of 6"(interior) and 12"(perimeter). Compact sub-grade. Provide 8" pit-run gravel fill. Compact fill to 95% maximum dry density at optimum moisture content using a vibrating compactor. Provide 6" 5/8 minus gravel base. Compact base to 95% maximum dry density at optimum moisture content using a vibrating compactor. Provide 6 mil vapor barrier. Top of slab to be 12" above existing grade. Consult Architect prior to excavation.

New Storage Building for Sedro-Woolley Police Department
Sheet M2, Equipment Schedule, F-1, Gas Furnace:

DELETE: 2" vent
ADD: 4" vent

New Office Building for Sedro-Woolley Parks Department
Drawing B/A4, Electrical Plan:

ADD: Note: Provide four (4) evenly spaced ground fault interrupt Receptacles in the Garage and one (1) Waterproof outlet within the vicinity of the HVAC Compressor.

ITEM #4: ACCEPTED SUBSTITUTIONS:

See Project Manual, pp.12, Product Requirements

<u>Light Fixtures:</u>	<u>Manufacturer:</u>	<u>Description:</u>
Fixture Type A	Daybright	NWP70+12-LP
	Texas Fluorescents	DC070
	Hubble	NRG 307B-PC
Note:	70 Watt Metal Halide lamp w/ magnetic ballast for 120 Volt	
Fixture Type B	Luraline	RS 16 GNA22-32TE/O-BL-WG w/ CF ballast
	ExceLine	K2DSW3A032HWPBWBQ8G w/ V131WB
Note:	175 Watt Metal Halide lamp w/ magnetic ballast for 120 Volt	
Fixture Type C	Daybright	OWN232-UNV-1/2-EB
Fixture Type D	Daybright	TT232-UNV-1/4-EB

<u>Plumbing Fixtures:</u>	<u>Manufacturer:</u>	<u>Description:</u>
Lav-1	American Standard	Declyn wall hung lav may be provided at both buildings

This concludes Addendum #2.
Mark Christ, Architect

New Storage Building for Sedro-Woolley Police Department
New Office Building for Sedro-Woolley Parks Department

ADDENDUM #3

Project: New Storage Building for Sedro-Woolley Police Department
New Office Building for Sedro-Woolley Parks Department

Owner: City of Sedro-Woolley
Phone: (360) 855-1661 Fax: (360) 855-0707
E-mail: eberg@ci.sedro-woolley.wa.us

Architect: Mark Christ, Architect
Phone: (360) 855-1546 Fax: (360) 855-1546
E-mail: mark@markchrist.com

Date Issued: 01/28/08

To: Plan Holders and Architect's E-mail List

This addendum forms a part of the Contract Documents and modifies the Contract Drawings dated December 19th, 2007, the Contract Drawings dated January 16th, 2008, and the Project Manual dated January 16th, 2008. Acknowledge receipt of this addendum on the Bid Proposal. Failure to do so may subject the bidder to be disqualified. This addendum consists of two (2) pages.

ITEM #1: QUESTIONS:

Q: How deep are both the existing water and sewer lines?

A: This has not been verified. Assume that they are both located three (3) feet below existing grade.

Q: What is APA 303-18-S/W?

A: It is an APA standard. See APA form No. B840P, 303 Siding Manufacturing Specifications. A free download is available at APAwood.org

Q: What species of wood may be used for the siding panels?

A: Contractor's option to use Douglass-fir (or) Cedar for the siding panels.

Q: What is meant by shingle over ridge vent?

A: An example is the VenturiVent Plus, shingle-over ridge vent, by Air Vent Inc. It provides 18 square inches net free area per lineal foot. We require a code minimum of 6.12 square inches per lineal foot.

ITEM #2: REVISIONS TO CONTRACT DRAWINGS:

New Office Building for Sedro-Woolley Parks Department
Sheet M2, Piping Floor Plan:

ADD: Additional Hose Bid (HB-1). Come off the ¾" cold water supply line with ¾" pipe to additional hose bib to be locate on the West side of the building adjacent to the Toilet.

ITEM #3: REVISIONS TO PROJECT MANUAL:

PP. 5, SUPPLEMEBTARY CONDITIONS, TIME (Article 14)

DELETE: Complete within two hundred and ten (180) consecutive calendar days

ADD: Complete within one hundred and eighty (180) consecutive calendar days

Mark Christ, Architect

New Storage Building for Sedro-Woolley Police Department
New Office Building for Sedro-Woolley Parks Department

ITEM #4:

See Project Manual, pp.12, Product Requirements

<u>Light Fixtures:</u>	<u>Manufacturer:</u>	<u>Description:</u>
Fixture Type E	Capri	CFR6V13QU-RMA100CLR

ITEM #5: LIST OF BIDDING GENERAL CONTRACTORS

**NEW STORAGE BUILDING FOR SEDRO-WOOLLEY POLICE DEPARTMENT
NEW OFFICE BUILDING FOR SEDRO-WOOLLEY PARKS DEPARTMENT**

**Date Issued:
01/28/08**

LIST OF BIDDING GENERAL CONTRACTORS:

No.	Company Name	Phone	Fax	E-mail	Contact
1	Axthelm Construction	360-424-6848	360-428-0206	brandonaxthelm@comcast.net	Brandon
2	Colicurchio Brothers Inc	360-332-4044	360-332-5067	m.turner@colicurchiobrothers.com	Levi Evans
3	Commercial Works Inc	360-393-9065	360-393-9065	ameriman2@comcast.net	Craig Peterson
4	Crest Northwest Construction	360-651-1118	360-651-1120	jbrisbin@crestnorthwest.com	Jerry Brisbin
5	DL Anderson Inc	360-770-9478	360-770-9478	david@dlandersoninc.com	DL Anderson
6	Ebenal General	360-738-1940	360-738-0969	dan@ebenal.com	Dan Stanton
7	Faber Brothers Construction	360-354-3500	360-354-0335	dirk@faberconstruction.com	Derk DeMooy
8	HB Hansen Construction	360-318-8982	360-318-8983	timdebruin@hbhansenconstruction.com	Tim DeBruin
9	Interwest Construction Inc	360-757-7574	360-757-6464	mail@interwestconstructioninc.com	Phil Navert
10	Meyers General	360-676-2887	360-734-8880	meyersgeneral@comcast.net	Charley Meyers
11	Spane Buildings	360-629-2136	360-629-2136	jjim@spanebuildings.com	Jim Spane
12	Streamline Construction	360-312-6646	360-715-3130	stream_line@comcast.net	Dave Tarter
13	Vertical Inc	360-734-1421	360-734-1421	stu@verticalinc.net	Stu Heaton
14	IMAC Inc	360-424-7013	360-770-3620	michelle@imacinc.com	Michelle Hartz

Note:

This list has been revised to include all General Contractors in attendance at either of the two Pre-Bid Meetings
If the above information is incorrect or if you wish to be removed from this list please contact the Architect

Mark Christ, Architect	360-855-1546	360-855-1546	mark@markchrist.com	Mark Christ
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This concludes Addendum #2.

BID FORMS

City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

Having carefully examined the General Conditions, Supplementary Conditions, Drawings entitled New Storage Building for Sedro-Woolley Police Department dated 12/12/07, and Drawings entitled New Office Building for Sedro-Woolley Parks Department dated 01/16/08 and Project Manual entitled New Storage Building for Sedro-Woolley Police Department and New Office Building for Sedro-Woolley Parks Department dated 01/16/08 and all of the Addenda issued numbered 1 - 3, as well as the premises and the conditions affecting the Work, the Undersigned proposes to provide each unit of Work for the Stipulated Sums as set forth below: Applicable Washington State Sales Tax is not included in the bid and will be added to each progress payment request.

BASE BID, New Storage Building for Sedro-Woolley Police Department

TWO HUND. FIVE THOUS. ONE HUND. + NO/CENTS Dollars (\$ 205,100.00)

BASE BID, New Office Building for Sedro-Woolley Parks Department

ONE HUND. SEVENTY FOUR THOUS. FIVE HUND. AND NO/CENTS Dollars (\$ 174,500.00)

TOTAL BASE BID

THREE HUND. SEVENTY NINE THOUS. SIX HUND. AND NO/CENTS Dollars (\$ 379,600.00)

If the undersigned is notified of the acceptance of this Bid within thirty calendar days of the time set for opening of the Bid, the undersigned agrees to execute a Contract for the above Work for the above-stated compensation in the form of the Contract attached hereto and to commence Work within ten days after the execution thereof.

The Undersigned agrees if awarded the Contract, to complete the Storage Building within 90 calendar days after the Notice to Proceed and to complete the Office Building within 180 calendar days after the Notice to Proceed

SUBCONTRACTOR LISTING:

Work Category

Subcontractor Name

Roofing - Sheet metal
Flashing
HVAC

SAVAGE ROOFING

BOWMAN METAL WORKS INC.

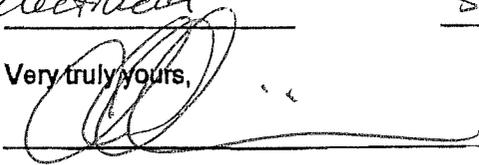
Plumbing

RIGHT WAY PLUMBING + HEATING

Electrical

SCOTT ELECTRIC

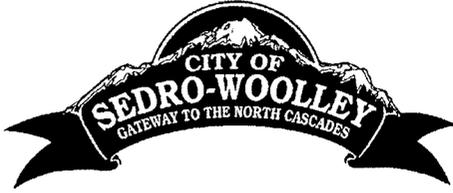
Very truly yours,


CHRIS COLACURCIO, SECRETARY/TREASURER
COLACURCIO BROTHERS, INC

Washington License No: COLACBI150P8

Date: FEBRUARY 1, 2008

END OF SECTION



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

CITY COUNCIL WORKSESSION
FEB 05 2008
AGENDA ITEM C Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: City Hall Update (abbreviated)
DATE: February 5, 2008

ISSUE: Should the Council approve Change Order Number 1 to the contract with Dimensional Communications?

BACKGROUND: As we discussed at the last meeting, we solicited and received a proposal to expand our new phone system City-wide (except the cemetery). The proposed change order 1 includes improving our IT network switching gear at seven remote locations (sewer, sewer new building, parks new building, solid waste, streets, library, and the new police evidence building) and new phones for those locations. This additional work will allow the City to have a single phone type with centralized network based service from our new data center room at the new City Hall. It will allow for internal transfers of calls between departments, unified IP-based voicemail, and a reduction of the number of lines we purchase from Verizon. This should also allow us to eliminate independent internet access costs at remote locations like solid waste and parks, and provide internet access for streets. The additional work also includes some redundant power supplies and an upgrade to certain phones bid under the base contract.

With this addition, the phone system cost is still within the amount we discussed for the City Hall project. A COPY OF CHANGE ORDER 1 WILL BE PROVIDED AS LATE MATERIALS (they are making a small revision this afternoon).

REQUEST FOR ACTION:

1. Motion to authorize the Mayor to sign Change Order 1.

Proposed Council Committee structure for 2008

- Public Safety: Provides direction to the Council on policies relating to the police and fire departments.
- Utilities: Provides direction to the Council on policies relating to the sewer, solid waste and stormwater utilities including recommendations on rates and fees.
- Finance: Provides direction to the Council on policies relating to the City's finances including careful review of warrants, bonding and other debt proposals, financial policies and reviews the mayor's expense reports.
- Parks & Recreation: Provides direction to the Council on policies relating to the parks and recreation department and in 2008 will be instrumental in developing policies and procedures for a new recreation division.
- Personnel: Provides direction to the Council on policies relating to the City's human resources including reviewing the City's personnel policies, supports staff in negotiations, and receives reports on significant personnel issues.
- Planning: Provides direction to the Council on policies relating the permit process as well as long-term planning for the City's future.

This would eliminate the following: public lands, bldg. structures & insurance, fleet, and youth.

COMMITTEE ASSIGNMENTS 2007

Public Lands Committee

Requa, Louis – Chair
Lemley, Rick
Meamber, Ted

Utilities Committee (Sewer, Solid Waste, Storm)

Colgan, Pat – Chair
Splane, Tony
Meamber, Ted

Bldg. Structure & Insurance Committee

Galbraith, Hugh – Chair
Meamber, Ted
London, Dennis

Fleet Committee

Splane, Tony – Chair
Requa, Louis
London, Dennis

Finance & Hotel/Motel Committee

Lemley, Rick – Chair
Splane, Tony
Galbraith, Hugh

Youth Committee

London, Dennis – Chair
Galbraith, Hugh
Lemley, Rick

Fire & Police Committee

Meamber, Ted – Chair
Colgan, Pat
Requa, Louis

Land Use Committee

Galbraith, Hugh – Chair
Requa, Louis
Colgan, Pat

Mayor Pro-Tem

Meamber, Ted