

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2016-249

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	R.L.	7/20/2016	<div>RECEIVED</div> <div>AUG 02 2016</div> <div>WHATCOM COUNTY COUNCIL</div>	8/9/2016	Finance / Council
Division Head:					
Dept. Head:	M.M.	7/20/2016			
Prosecutor:	J.G.	7.28.16			
Purchasing/Budget:	db	7/29/16			
Executive:	VS	8.1.16			

TITLE OF DOCUMENT:**Nesset Farm Building Stabilization and Repair****ATTACHMENTS:****Nesset Farm Building Stabilization and Repair Contract**

SEPA review required? () Yes (X) NO
SEPA review completed? () Yes () NO

Should Clerk schedule a hearing? () Yes (X) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Parks requests approval for the County Executive to award Bid Number 16-43 and enter into a contract with low bidder, South Fork Construction Company for construction services that will make necessary repairs to two structures at the Nesset Farm located at South Fork Park. Specific repairs include building foundation repairs and roof replacement at the Nesset House and Out Building, and foundation repair and a patial wall and roof framing, and roof replacement at the Machine Shed. in the amount of \$183,365.00

COMMITTEE ACTION:**COUNCIL ACTION:****Related County Contract #:****Related File Numbers:****Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.

WHATCOM COUNTY

Parks & Recreation

3373 Mount Baker Highway
Bellingham, WA 98226-7500



Michael G. McFarlane, Director

Christ Thomsen, Parks Operations Manager


RECEIVED

JUL 29 2016

JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: Jack Louws, County Executive

FROM: Michael McFarlane 

DATE: July 27, 2016

RE: Contract for construction services for Nessel Farm Building Stabilization and repair

Enclosed are two (2) originals of a proposed contract for construction services for Nessel Farm located at Nessel Farm Building Stabilization and Repair between Whatcom County and South Fork Construction Company for your review and signature.

- **Background and Purpose**

Parks recommends approval of the attached contract for construction services for the proposed structural repairs at Nessel Farm. South Fork Construction Company was one of three bids received for the proposed project. South Fork Construction Company was the lowest bid, and meets all of the qualification requirements for award of the contract.

- **Funding Amount and Source**

This project is funded by a donation from the Nessel Foundation, Cost Center 347100, Budget Supplemental Request approved by County Council on July 23, 2013 (Ordinance No. 2013-256).

- **Differences from previous Contract**

This is a new contract.

Please contact Rod Lamb at extension 5858, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201607025

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	Click here to enter text.
Contract or Grant Administrator:	Rod Lamb
Contractor's / Agency Name:	South Fork Construction Company
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: N/A	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): N/A CFDA#: N/A	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): N/A	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): 16-43 Contract Cost Center: 347100	
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 183,365.00 This Amendment Amount: \$ N/A Total Amended Amount: \$ 183,365.00	Contracts that require Council Approval (incl. agenda bill & memo) • Professional Services Agreement above \$20,000. • Bid is more than \$50,000. • Professional Service Contract Amendments that have an increase greater than \$20,000 and other contracts with a cumulative increase greater than \$50,000. RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.
Summary of Scope: This project will make necessary building repairs to two structures at the Nessel Farm located at South Fork Park. Specific repairs include building foundation repairs and roof replacement at the Nessel House and Out Building, and foundation repair and a partial wall and roof framing, and roof replacement at the Machine Shed.	
Term of Contract: 12 Months	Expiration Date: August 18, 2017

Contract Routing:	1. Prepared by: R. Lamb	Date: 7/27/2016
	2. Attorney signoff: Daniel L. Gibson	Date: 07/28/16
	3. AS Finance reviewed: Bennet	Date: 7/29/16
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

Bid Proposal Documents

Bid #16-43

Nesset Farm Building Stabilization and
Repair

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair
Bid Proposal

Date July 14, 2016

To: Whatcom County Executive and Council

This certifies that the Undersigned has examined the area to be renovated / repaired and the conditions of work. The Undersigned has carefully read and thoroughly understands the contract documents entitled "Nesset Farm Building Stabilization and Repair" including the "Bid Procedures and Conditions", "Specifications and Conditions", and "Contract Forms" sections governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents.

The undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not otherwise included.

Company Name: South Fork Construction Co.

NO.	DESCRIPTION	QUANTITY	UNIT	RATE	EXTENSION
1	Mobilization	1	LS	10,000.00	\$10,000.00
2	Nesset House and Out Building Crawl space excavation, concrete footings, beam installation, porch deck renovation and cedar shake roof replacement	1	LS	120,000.00	\$120,000.00
3	Machine Shed Crawl space excavation, concrete footings, exterior wall stud repair and cedar shake roof replacement	1	LS	39,000.00	\$39,000.00
Subtotal					\$169,000.00
WA State Sales Tax (8.5%)					14,365.00
Total Bid					\$183,365.00

One hundred eighty-three thousand three hundred and sixty-five dollars

Written Total Amount

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

Bid Proposal (continued)

Supplementary Information

The Undersigned Bidder hereby acknowledges that the information furnished under this section will be considered in conjunction with the "Bid" price above, in the evaluation of bids for contract award.

Categories and Rates of Labor

The Undersigned Bidder certifies that all work to be performed under this Contract, except that work which will be performed by a subcontractor when approved in advance by the County, will be performed by the following classifications of labor for the rates as shown. The Undersigned agrees to accept as payment for said work the schedule of labor classifications and rates as set forth below.

Classification	Rate
Carpenter	\$54.02
Carpenter - Scaffold Erector	54.02
General Laborer	43.95
Laborer - Concrete Dumper	44.76
Roofers	25.27

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

Bid Proposal (continued)

Qualifications

List projects completed or under way on this date that are similar to the work to be performed under this contract. CONTRACTORS must document adequate experience with and knowledge of the proper treatment and restoration of historic structures and their materials. Familiarity and experience with the National Park Service Standards for Restoration and Guidelines for Restoring Historic Buildings is highly desired.

Contract Amount	Type of Work	Name & Phone of Firm & Contact Person
<u>\$ 73,805</u>	<u>Nesset Barn Restoration</u> <u>- Historic Restoration</u>	<u>Nesset Foundation</u> <u>Rand Jack (360) 389-1681</u> <u>or Whatcom Co. Parks Rod Lamb</u> <u>(360) 733-2900</u>
<u>\$ 147,207</u>	<u>Point Whitehorn Trail</u> <u>and Boardwalk Construction</u>	<u>Whatcom Land Trust</u> <u>Eric Carabba</u> <u>(360) 650-9470</u>
<u>\$ 1,995</u>	<u>Nesset Garage Repair</u> <u>- Historic Restoration</u>	<u>Whatcom Co. Parks</u> <u>Rod Lamb</u> <u>(360) 733-2900</u>
<u>\$ 45,650</u>	<u>Hidden Cr. Bridge</u> <u>Repair/Installation</u>	<u>US Forest Service</u> <u>Mt. Baker-Snoqualmie Nat. Forest</u> <u>Gary Paull (360) 436-2329</u>
 (Attach Additional Sheets as Necessary)		
<u>\$ 23,500</u>	<u>Grouse Cr. Trail Bridge Repair</u>	<u>US Forest Service</u> <u>Mt. Baker-Snoq. NF</u> <u>Janet Haala</u> <u>(425) 783-6052</u>

Note: When Washington State Dept. of Historic Preservation maintained a list of historic preservation contractors, South Fork Construction Co. was on the list, based on projects including the Nesset barn and outbuilding restoration, historic suspension bridge restoration and familiarity with National Park Service Standards and Guidelines for Restoring Historic Buildings.

Whatcom County
Bid #16-43
Neset Farm Building Stabilization and Repair

Bid Proposal (continued)

Non-Collusion and Affidavit

I, the Undersigned, an authorized representative of South Fork Construction Co., being first duly sworn on oath do hereby certify that said person(s) firm, association or corporation has (have) not, either directly or indirectly, entered into any AGREEMENT, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

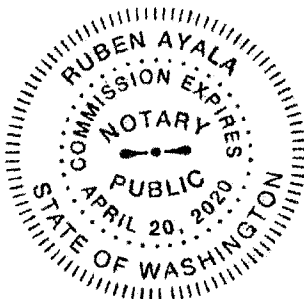
I further acknowledge that by signing the proposal signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this non-collusion affidavit.



Signature

7/15/2016
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 15th day of July, 2016, before me personally appeared Russel Alan Pfeiffer-Hoff to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.




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

3118 Racine St
Bellingham, WA, 98225

My Commission Expires April 20, 2020

**Whatcom County
Bid #16-43
Neset Farm Building Stabilization and Repair**

Bid Proposal (continued)

Subcontractor List

Prepared in Compliance with RCW 39.30.060, as amended.

To be submitted with the Bid Proposal, Neset Farm Building Stabilization and Repair.

Failure to list subcontractors who are proposed to perform work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW, will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform work of heating, ventilation and air conditioning, plumbing as described in Chapter 18.106 RCW, and electrical work as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor's name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name Twin Oaks Construction

Work to be Performed Excavation / Concrete

Subcontractor Name _____

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

Bid Proposal (continued)

Bidder Identification

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name	<u>South Fork Construction Co.</u>
Address	<u>6190 Saxon Rd.</u> <u>Acme, WA 98220</u>
Telephone Number	<u>(360)595-2512</u>
CONTRACTOR's WA Registration Number	<u>SOUTHFC 116PB</u>
CONTRACTOR's WA UBI Number	<u>600-448-912</u>
CONTRACTOR's WA Employment Security Department Number	<u>new number pending</u>
CONTRACTOR's WA Excise Tax Registration Number	<u>600-448-912</u>

The Firm submitting this proposal is a:

<input checked="" type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporation

The names and titles of the principal officers of the corporation submitting this proposal, of the partnership, or of all persons interested in this proposal as principals are as follows:

<u>Russell A. Pfeiffer-Hoyt</u>	<u>owner</u>
<u>Lucinda A. Pfeiffer-Hoyt</u>	<u>owner</u>
<u> </u>	<u> </u>

Note: Signatories of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

Bid Proposal (continued)

Bid Proposal Signature and Addendum Acknowledgment

The undersigned hereby agrees to reimburse its labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages set forth in Whatcom County Prevailing Wage Rates for this project.

A proposal guaranty in the amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above process and in the form as indicated below, is attached hereto:

() CASHIER'S CHECK (\$ _____ dollars)

() CERTIFIED CHECK (\$ _____ dollars) payable to Whatcom County

☒ PROPOSAL BOND made payable to Whatcom County in the amount of 5% of the bid.

Receipt is hereby acknowledged by addendum(s) No.(s) 1 & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

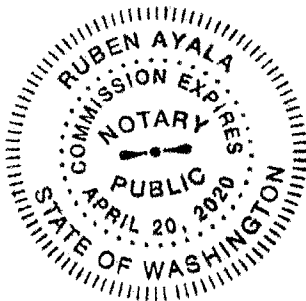
(Proposal Must Be Signed) Russell Pfeiffer-Hoyt

(Seal)

Firm Name: South Fork Construction Co.

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 15th day of July, 2016, before me personally appeared Russell Pfeiffer-Hoyt to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.



Ruben Ayala
NOTARY PUBLIC, in and for the State of
Washington, residing at:
3118 Racine St, Bellingham, WA 98225

My Commission Expires April 20, 2020

NOTE: This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Contract Administrator will be cause for considering the proposal irregular and for subsequent rejection of the bid.

**Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair**

Bid Proposal (continued)

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, South Fork Construction Co.

of 6190 Saxon Rd. Acme, WA, as principal, and the RLI Insurance Company
a corporation duly organized under the laws of the State of Illinois and having its
principal place of business at 3101 Western Ave #300, Seattle, in the State of Washington, as Surety, are held
and firmly bound unto the County of Whatcom, a Municipal Corporation and Charter County in the State
of Washington, in the full and penal sum of (5) percent of the total amount of the bid proposal of said
principal for the work hereinafter described, for the payment of which, well and truly to be made, we
bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally,
firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid
proposal for "Nesset Farm Building Stabilization and Repair" said bid proposal, by reference thereto,
being made a part hereof.

NOW, therefore, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract
be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said
contract and shall furnish the performance bond as required by the bidding and contracts documents
within a period of twenty (20) days from and after said award, exclusive of the day of such award, then
its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void,
otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED this 8th day of July 2016

South Fork Construction Co.

Principal

By

Russell A. Pfeiffer-Hoyt, Owner

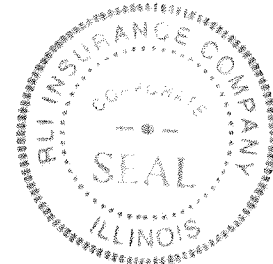
(Seal)

RLI Insurance Company

Surety

By

Jessica Nichol, Attorney-In-Fact



The Attorney-In-Fact who executes this bond on behalf of the surety company, must attach a copy of his
power-of-attorney as evidence of his authority.



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0629447

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Jessica Nichol in the City of Everson, State of Washington, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: South Fork Construction Co.

Obligee: County of Whatcom

Bond Amount: 5% of Total Amount Bid

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 8th day of July, 2016.

ATTEST:

Cherie L. Montgomery
Cherie L. Montgomery Assistant Secretary



RLI Insurance Company

B. W. Davis
Barton W. Davis Vice President

On this 8th day of July, 2016 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



COUNTY ORIGINAL

Whatcom County
Bid #16-43

Nesset Farm Building Stabilization and Repair



Contract Documents

Bid #16-43

Nesset Farm Building Stabilization and
Repair

Whatcom County
Bid #16-43

Nesset Farm Building Stabilization and Repair



CONTRACT FOR SERVICES AGREEMENT
Nesset Farm Building Stabilization and Repair

*South Fork
Construction Co.*

hereinafter called **CONTRACTOR**, and Whatcom County, hereinafter referred to as **COUNTY**, agree and contract as set forth in this AGREEMENT, including:

- General Conditions, pp. 22 to 28,
- Exhibit "A" (Scope of Work), pp. 37 to 41
- Exhibit "B" (Compensation), pp. 40 to 41
- Exhibit "C" (Insurance), p. 44
- Exhibit "D" (Construction Drawings), p. 45

Copies of these items are attached hereto and incorporated herein by this reference as fully set forth herein.

The terms of this AGREEMENT shall commence ten days following the issuance of Notice to Proceed, and subject to authorized adjustments, and shall, unless terminated or renewed as elsewhere provided in the AGREEMENT, shall be substantially complete 120 days following of the Notice to Proceed.

The general purpose or objective of this AGREEMENT is for: Foundation repairs and roof replacement at the Nesset House and Out Building, and foundation repair, partial wall and roof framing, and roof replacement at the Machine Shed as more definitively described in Exhibit "A" Documents hereto. The language of Exhibit "A" Documents controls in case of any conflict between it and that provided here.

The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

The CONTRACTOR agrees to keep records of all financial matters pertaining to this AGREEMENT in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the COUNTY or the Washington State Auditor's Office for audit, at such reasonable times and places as the COUNTY shall designate.

Whatcom County's contract administrator for this AGREEMENT is the Parks & Recreation, Design & Development Supervisor. All work will be scheduled through the Parks & Recreation Design & Development Supervisor or his/her designee.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2 and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT this 26 day of July, 2016.

CONTRACTOR:

Russell Pfeiffer-Hoyt

South Fork Construction Co.

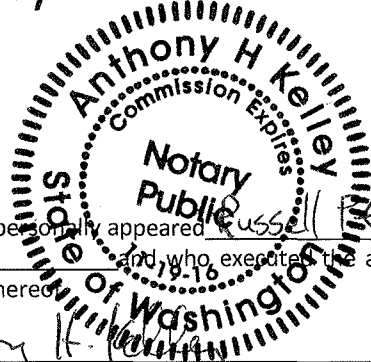
Name of CONTRACTOR

STATE OF WASHINGTON)

)ss.

COUNTY OF WHATCOM)

On this 26th day of July, 2016, before me personally appeared Russell Pfeiffer-Hoyt to me known to be the Contractor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Anthony H. Kelley
NOTARY PUBLIC in and for the State of Washington, residing at
Maple Falls WA 98266
My Commission expires 11/19/16

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The CONTRACTOR agrees to provide to the COUNTY services and any materials as set forth in the project narrative identified as Exhibit "A" during the AGREEMENT period. No material, labor, or facilities will be furnished by the COUNTY, unless otherwise provided for in the AGREEMENT.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by CONTRACTOR prior to or after the term of this contract shall be performed at the expense of CONTRACTOR and are not compensable under this contract unless both parties hereto agree to such provision in writing prior to the commencement or continuation of work. The term of this AGREEMENT may be extended by mutual AGREEMENT of the parties; provided, however, that the AGREEMENT is in writing and signed by both parties.

10.2 Extension:

The duration of this AGREEMENT may be extended by mutual written consent of the parties, for a period of up to 30 days at a time, and for a total of no longer than 120 days.

11.1 Termination for Default:

If the CONTRACTOR defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the COUNTY may, by depositing written notice to the CONTRACTOR in the U.S. mail, first class postage prepaid, terminate the contract, and at the COUNTY's option, obtain performance of the work elsewhere. Termination shall be effective upon CONTRACTOR's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the CONTRACTOR shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the COUNTY resulting from such default(s) shall be deducted from any money due or coming due to the CONTRACTOR. The CONTRACTOR shall bear any extra expenses incurred by the COUNTY in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the COUNTY by reason of such default.

- 11.2 Termination for Reduction in Funding:** In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to its normal completion, the COUNTY may summarily terminate this AGREEMENT to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this AGREEMENT. If the level of funding withdrawn, reduced or limited is so great that the COUNTY deems that the continuation of the programs covered by this AGREEMENT is no longer in the best interest of the COUNTY, the COUNTY may summarily terminate this AGREEMENT in whole, notwithstanding any other termination provisions of this AGREEMENT. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The COUNTY may terminate the AGREEMENT in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the interests of the COUNTY. Whenever the AGREEMENT is terminated in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this AGREEMENT by the COUNTY at any time during the term, whether for default or convenience, shall not constitute breach of contract by the COUNTY.

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for CONTRACTOR Services:

Payment to the CONTRACTOR for services rendered under this AGREEMENT shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the COUNTY, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this AGREEMENT for the COUNTY or his designee (hereinafter referred to as the "Contract Administrator") the COUNTY will not reimburse the CONTRACTOR for any costs or expenses incurred by the CONTRACTOR in the performance of this contract. Where required, the COUNTY shall, upon receipt of appropriate documentation, compensate the CONTRACTOR, no more often than monthly, in accordance with the COUNTY's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The CONTRACTOR understands and acknowledges that the COUNTY will not withhold Federal or State income taxes. Where required by State or Federal law, the CONTRACTOR authorizes the COUNTY to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the CONTRACTOR will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the CONTRACTOR to make the necessary estimated tax payments throughout the year, if any, and the CONTRACTOR is solely liable for any tax obligation arising from the CONTRACTOR's performance of this AGREEMENT. The CONTRACTOR hereby agrees to indemnify the COUNTY against any demand to pay taxes arising from the CONTRACTOR's failure to pay taxes on compensation earned pursuant to this AGREEMENT.

The COUNTY will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The CONTRACTOR must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the CONTRACTOR's gross or net income, or personal property to which the COUNTY does not hold title. The COUNTY is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the COUNTY's Contract Administrator determines that the CONTRACTOR has failed to perform any obligation under this AGREEMENT within the times set forth in this AGREEMENT, then the COUNTY may withhold from amounts otherwise due and payable to CONTRACTOR the amount determined by the COUNTY as necessary to cure the default, until the Contract Administrator determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling CONTRACTOR to termination or damages, provided that the COUNTY promptly gives notice in writing to the CONTRACTOR of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contract Administrator set forth in a notice to the CONTRACTOR of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the CONTRACTOR acts within the times and in strict accord with the provisions of the Disputes clause of this AGREEMENT. The COUNTY may act in accordance with any determination of the Contract Administrator which has become conclusive under this clause, without prejudice to any other remedy under the AGREEMENT, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the CONTRACTOR, (3) to set off any amount so paid or incurred from amounts due or to become due the CONTRACTOR. In the event the CONTRACTOR obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to CONTRACTOR by reason of good faith withholding by the COUNTY under this clause.

23.1 Labor Standards:

The CONTRACTOR agrees to comply with state and federal requirements, as applicable, pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety

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Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of AGREEMENT

30.1 Independent CONTRACTOR:

The CONTRACTOR's services shall be furnished by the CONTRACTOR as an independent CONTRACTOR, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this AGREEMENT by the CONTRACTOR as an independent CONTRACTOR.

The CONTRACTOR acknowledges that the entire compensation for this AGREEMENT is specified in Exhibit "B" and the CONTRACTOR is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the COUNTY. The CONTRACTOR represents that he/she/it maintains a separate place of business, serves clients other than the COUNTY, will report all income and expense accrued under this contract to the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

CONTRACTOR will defend, indemnify and hold harmless the COUNTY, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this AGREEMENT shall be accomplished by the CONTRACTOR. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the COUNTY.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the CONTRACTOR shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the CONTRACTOR or any employee of the CONTRACTOR or any subcontractor or any employee of any subcontractor by the COUNTY at the present time or in the future.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the CONTRACTOR in performance of this AGREEMENT, except upon the prior written consent of the COUNTY or an order entered by a court after having acquired jurisdiction over the COUNTY. CONTRACTOR shall immediately give to the COUNTY notice of any judicial proceeding seeking disclosure of such information. CONTRACTOR shall indemnify and hold harmless the COUNTY, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from CONTRACTOR's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or COUNTY auditor. The COUNTY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contract Administrator or by the COUNTY Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by COUNTY agents or employees, inspection of all records or other materials which the COUNTY deems pertinent to the AGREEMENT and its performance, and any and all communications with or evaluations by service recipients under this AGREEMENT. The CONTRACTOR shall preserve and maintain all financial records and records relating to the performance of work under this AGREEMENT for three (3) years after

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contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. CONTRACTOR also agrees to notify the Contract Administrator in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this AGREEMENT. If no advance notice is given to the CONTRACTOR, then the CONTRACTOR agrees to notify the Contract Administrator as soon as it is practical.

34.1 Proof of Insurance:

The CONTRACTOR shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Property Damage per occurrence - \$500,000.00

General Liability & Property Damage for bodily injury per occurrence- \$2,000,000.00

A Certificate of Insurance and Endorsements must be provided by the CONTRACTOR to the COUNTY that names Whatcom County and its employees, agents, officials, and volunteers as named additional insureds on the CONTRACTOR's insurance policy on this project. The CONTRACTOR's insurance shall be primary and shall waive all rights of subrogation. The COUNTY insurance shall be noncontributory. The CONTRACTOR must submit the Certificate of Insurance and Endorsements as described above to the COUNTY as an attachment to the contract as Exhibit C, or if agreed by the parties, proof of insurance must be provided prior to the commencement of any work on this project.

All contracts between the CONTRACTOR and their subcontractors for work to be performed in furtherance or implementation of this contract shall contain the insurance provisions found herein.

Failure of the CONTRACTOR to take out and/or maintain any required insurance shall not relieve The CONTRACTOR from any liability under the AGREEMENT, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The COUNTY does not waive any Insurance requirements by the CONTRACTOR even in the event the Insurance Certificates and Endorsements provided by the CONTRACTOR were insufficient or inadequate proof of coverage but not objected to by the COUNTY.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the COUNTY, including its employees and other agents and agencies. It is further agreed by the parties that insurance companies issuing the policy or policies required by this AGREEMENT shall have no recourse against the COUNTY (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the CONTRACTOR.

34.2 Industrial Insurance Waiver:

With respect to the performance of this AGREEMENT and as to claims against the COUNTY, its officers, agents and employees, the CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this AGREEMENT extend to any claim brought by or on behalf of any employee of the CONTRACTOR. This waiver is mutually negotiated by the parties to this AGREEMENT.

34.3 Defense & Indemnity AGREEMENT:

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this AGREEMENT; or 3) are based upon the CONTRACTOR's or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification

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obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this AGREEMENT, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under this AGREEMENT.

The CONTRACTOR agrees all CONTRACTOR's indemnity obligations shall survive the completion, expiration or termination of this AGREEMENT.

In the event the CONTRACTOR enters into subcontracts to the extent allowed under this AGREEMENT, CONTRACTOR's subcontractors shall indemnify the COUNTY on a basis equal to or exceeding Provider's indemnity obligations to the COUNTY.

It is further provided that no liability shall attach to the COUNTY by reason of entering into this contract, except as expressly provided herein.

35.1 Non-Discrimination in Employment:

The COUNTY's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The CONTRACTOR shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the CONTRACTOR is governed by such laws, the CONTRACTOR shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex sexual orientation or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this AGREEMENT, CONTRACTOR or any of its employees involved in the performance of this AGREEMENT shall have or develop an interest in the subject matter of this AGREEMENT that is potentially in conflict with the COUNTY's interest, then CONTRACTOR shall immediately notify the COUNTY of the same. The notification of the COUNTY shall be made with sufficient specificity to enable the COUNTY to make an informed judgment as to whether or not the COUNTY's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the COUNTY may require the CONTRACTOR to take reasonable steps to remove the conflict of interest. The COUNTY may also terminate this contract according to the provisions herein for termination.

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37.1 Administration of Contract:

This AGREEMENT shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The CONTRACTOR also agrees to comply with applicable federal, state, County or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The COUNTY hereby appoints, and the CONTRACTOR hereby accepts, the Whatcom County Executive, and his or her designee, as the COUNTY's representative, hereinafter referred to as the Contract Administrator, for the purposes of administering the provisions of this AGREEMENT, including the COUNTY's right to receive and act on all reports and documents, and any auditing performed by the COUNTY related to this AGREEMENT. The Contract Administrator for purposes of this AGREEMENT is:

Rod Lamb, Design & Development Supervisor
Whatcom County Parks & Recreation
3373 Mount Baker Highway
Bellingham, WA 98226

37.2 Notice:

Except as set forth elsewhere in the AGREEMENT, for all purposes under this AGREEMENT except service of process, notice shall be given by the CONTRACTOR to the COUNTY's Contract Administrator under this AGREEMENT. Notice to the CONTRACTOR for all purposes under this AGREEMENT shall be given to the address provided by the CONTRACTOR herein above in the "CONTRACTOR Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

Series 40-49: Provisions Related to Interpretation of AGREEMENT and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the AGREEMENT. Any and all agreed modifications, to be valid and binding by both parties, shall be in writing and signed by both of the parties prior to the implementation of the modifications.

40.2 CONTRACTOR Commitments, Warranties and Representations:

Any written commitment received from the CONTRACTOR concerning this AGREEMENT shall be binding upon the CONTRACTOR, unless otherwise specifically provided herein with reference to this paragraph. Failure of the CONTRACTOR to fulfill such a commitment shall render the CONTRACTOR liable for damages to the COUNTY. A commitment includes, but is not limited to, any representation made prior to execution of this AGREEMENT, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties of not less than one year.

CONTRACTOR agrees to provide a warranty for all workmanship, materials, and equipment for a period of not less than one year. If a manufacturer warrants materials and/or equipment for a time greater than one year, all warranties will remain in effect for the duration as specified by the manufacturer.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the COUNTY to insist upon strict performance of any of the covenants and AGREEMENTs of this AGREEMENT, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or AGREEMENTs, but the same shall be and remain in full force and effect.

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42.1 Disputes:

a. General:

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of the Contract Documents, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contract Administrator shall be final and conclusive.

b. Notice of Potential Claims:

The CONTRACTOR shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contract Administrator or the COUNTY, or (2) the happening of any event or occurrence, unless the CONTRACTOR has given the COUNTY a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the COUNTY. The written Notice of Potential Claim shall set forth the reasons for which the CONTRACTOR believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. CONTRACTOR shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The CONTRACTOR shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the COUNTY, the CONTRACTOR has given the COUNTY a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this AGREEMENT or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this AGREEMENT. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this AGREEMENT shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this AGREEMENT shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this AGREEMENT, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This AGREEMENT shall be governed by the laws of the State of Washington.

44.1 Survival:

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The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this AGREEMENT for any reason.

45.1 Entire AGREEMENT:

This written AGREEMENT, comprised of the writings signed or otherwise identified and attached hereto, represents the entire AGREEMENT between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

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Performance Bond and Payment Bond

KNOW ALL MEN BY THESE PRESENTS, that _____

as PRINCIPAL, and _____

a corporation duly authorized to do a general Surety business in the State of Washington, as Surety, are jointly and severally held and bound unto the COUNTY of Whatcom, OBLIGEE herein, in the sum of DOLLARS, the lawful money of the United States, for the payment of which we bind our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has executed and entered into a certain Contract, with the OBLIGEE, dated _____ in the Contract described, which Contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the PRINCIPAL shall well and truly perform and fulfill all and every obligation of the covenants, conditions, stipulations, and AGREEMENTs in the Contract mentioned to be performed and fulfilled; and shall promptly make payment to all persons supplying him or his subcontractors with labor, equipment and materials in the prosecution of the work provided for in the Contract; and shall keep the OBLIGEE harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the OBLIGEE, growing out of or incurred in, the prosecution of the work according to the terms of the Contract; and shall repay to the OBLIGEE all sums of money which the OBLIGEE may pay to other persons on account of work and labor done or materials furnished on or for the Contract whether furnished by the CONTRACTOR, any of his subcontractors pursuant to paragraph 11.01 and 11.02 of the Contract; and if the PRINCIPAL shall pay to the OBLIGEE all damages or forfeitures which may be sustained by reason of the nonperformance or malperformance of the part of the PRINCIPAL of any of the covenants, conditions, stipulations, and AGREEMENTs of this Contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

It is, however, mutually understood between the parties hereto, that in no event shall SURETY be liable for a greater sum than the penalty of this bond.

IN THE WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original.

This _____ day of _____, 20_____.

WITNESS AS TO PRINCIPAL

Principal (Seal)

By _____
Surety

By _____
Attorney-in-Fact

The Attorney-in-Fact (Resident Agent) who executes this bond in behalf of the Surety, must attach a copy of his power-of-attorney as evidence of his authority.

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Whatcom County CONTRACTOR's Declaration Form

I. CONTRACTOR INFORMATION

CONTRACTOR Name:	South Fork Construction Co	Phone:	(360)595-2512
Contact Person:	Russ Pfeiffer-Hoyt	Fax:	
Address:	6190 Saxon Rd.; Acme, WA 98220		

II. E-VERIFY ENROLLMENT (check one or more boxes)

CONTRACTORS with funded contracts of \$100,000 or more must be enrolled in E-Verify system. Work related subcontract is \$25,000 or higher.

www.uscis.gov/e-verify

☒ **CONTRACTOR is enrolled in E-Verify; a copy of the signed E-Verify Memorandum of Understanding is attached.**

☐ **CONTRACTOR is exempt from this requirement because:**

- ☐ Contract is a professional services AGREEMENT which includes, but is not limited to, services from lawyers, architects, engineers, labor relations consultants, mental health providers and computer specialists.
- ☐ Contract is less than \$100,000.
- ☐ Contract is for commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days.
- ☐ Contract work is all performed outside of the U.S.
- ☐ Work related subcontract is for less than \$25,000.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


Signature

7/26/2016
Date

Russell Pfeiffer-Hoyt
Name

owner
Title

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Russell A and Lucinda A Pfeiffer-Hoyt (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1112081

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Russell A and Lucinda A Pfeiffer-Hoyt	
Name (Please Type or Print) Russell Pfeiffer-Hoyt	Title
Signature Electronically Signed	Date 07/20/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/20/2016

Company ID Number: 1112081

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Russell A and Lucinda A Pfeiffer-Hoyt
Company Facility Address	6190 Saxon Rd. Acme, WA 98220
Company Alternate Address	
County or Parish	WHATCOM
Employer Identification Number	911213877
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1112081

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

WASHINGTON

1 site(s)



Company ID Number: 1112081

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Russell A Pfeiffer-Hoyt
Phone Number (360) 595 - 2512
Fax Number
Email Address saxoncreek@msn.com

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair
Retainage Investment Option

CONTRACTOR South Fork Const. Co.
PROJECT NAME Nesset Farm Building Stabilization and Repair
PROJECT NUMBER 16-43
DATE 7/20/2016

Pursuant to RCW 60.28.011, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the COUNTY will hold your retainage as described in "Current Expense", Option 1 below:

- ☒ 1. **Current Expense:** The COUNTY will retain the money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- ☐ 2. **Interest Bearing Account:** The COUNTY will deposit retainage in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed, or until agreed to by both parties. Interest on the account will be paid to you.
- ☐ 3. **Escrow/Investments:** The COUNTY will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the COUNTY will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the COUNTY, and these bonds and securities chosen by you will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

Escrow No. _____
Agency: Whatcom County

Escrow AGREEMENT

To: _____ Project: _____

The undersigned, _____ hereinafter referred to as the CONTRACTOR, has directed Whatcom County hereinafter referred to as the Agency, to deliver to you its warrants or checks which shall be payable to you and the CONTRACTOR jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The Agency shall deliver to you from time to time, checks or warrants payable jointly to you and the CONTRACTOR. You are hereby authorized by the CONTRACTOR to endorse in the CONTRACTOR's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the CONTRACTOR shall be deemed a power coupled with an interest and shall be irrevocable during the term, of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respects to the same shall be only those duties and responsibilities which a depository bank would have, pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by you, and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the CONTRACTOR, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached is a list of such bonds or other securities approved by the Agency. No further approval is necessary if any securities, except stocks, may be selected by the CONTRACTOR, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in the form that shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in paragraph 4 of this Escrow AGREEMENT.

The investments selected by the CONTRACTOR, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this AGREEMENT accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless with your written consent you are otherwise directed in writing by the CONTRACTOR.

3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this AGREEMENT (or any monies derived from the sale of such securities, or the negotiation of the Agency's warrants or checks except in accordance with written instructions from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or person with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow AGREEMENT is _____. Upon request by you, the Agency shall advise you in writing of any changes in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

Escrow AGREEMENT (Continued)

4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this AGREEMENT, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this AGREEMENT and return such money, together with any other monies including accrued interest on such securities held by you hereunder, to the Agency.

5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this AGREEMENT until and unless the Agency directs the release to the CONTRACTOR of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interests of this escrow of any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and CONTRACTOR. The Agency and CONTRACTOR shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This AGREEMENT shall not be binding until executed by the CONTRACTOR and the Agency and accepted by you.

8. This instrument contains the entire AGREEMENT between you, the CONTRACTOR and the Agency with respect to this escrow and you are not a party to nor bound by any instrument or AGREEMENT other than this; you shall not be required to take notice of any default or any other matter, nor be bound by nor require to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs to the parties hereto.

Whatcom County
Bid #16-43
Neset Farm Building Stabilization and Repair

Escrow AGREEMENT (Continued)

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this AGREEMENT the _____ day of _____ 20____.

<hr/> <p style="text-align: center;"><i>CONTRACTOR</i></p> <hr/> <p>By _____, Director</p> <p style="text-align: center;"><i>Signature & Title</i></p> <hr/> <p style="text-align: center;"><i>Address</i></p> <hr/>	<hr/> <p style="text-align: center;">Whatcom County <i>Agency</i></p> <hr/> <p>_____</p> <p style="text-align: center;"><i>Signature & Title</i></p> <hr/>
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The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By _____

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

List of Type of Bonds or Securities That are Approved by Agency

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Any Corporation wholly-owned by the government of the United States.
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

The investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

Whatcom County
Bid #16-XX
Nesset Farm Building Stabilization and Repair

EXHIBIT 'A'
SCOPE OF WORK

The Nesset Farm Building Stabilization and Repair project is part of an historic restoration at the Nesset Farm. The designated repairs and replacement roof s shall incorporate appropriate materials, finishes and details in order to maintain the historic integrity of homestead and farm complex.

The intent of the description and specifications is to include all information necessary for the proper execution and completion of the work; however, any item or detail not specifically mentioned in the specifications or shown on the drawings, but which is necessary to produce the intended results shall be included bid.

Nesset House & Out Building

This project consists of roofing and flashing replacement, restoration of the foundation, floor beams, porch floors, installation of a wall corner connection and crawl space excavation all in accordance with the Construction Drawings. The CONTRACTOR shall supply all materials and labor necessary to complete the work required for the Nesset House and Out Building repairs.

Nesset House Foundation, floor beam, porch floors, wall corner and crawl space excavation:
See Exhibit 'D' "Construction Drawings"

Nesset House Roof Replacement Requirements:

The CONTRACTOR shall provide all labor and materials to complete the Nesset House roof replacement. Cedar shakes shall be: Certi-Split®, Tapersplit premium grade, medium 24" shakes, 10" exposure to weather. All flashing and new ridge flashing materials shall be hot dipped galvanized.

CONTRACTOR shall remove and dispose of all roofing material, and inspect roof decking. CONTRACTOR shall remove and replace any sheathing members that are not structurally sound and in good repair.

CONTRACTOR shall install all shakes, underlayment, flashing, fasteners and all other roofing materials according to the Cedar Shake and Shingle Bureau (CSSB), manufacturer specifications and industry standards.

Shakes shall be secured with two (2) 4d (minimum) Type 304 stainless steel nails 1-1/2" above the exposure line. Fasteners shall be long enough to penetrate sheathing at least 3/4" or all the way through, and be driven flush with the shake surface.

Shakes over eaves shall be at least doubled, and the butt ends shall extend 1-1/2" beyond of the roof eaves and approximately 1" at the gable ends.

Machine Shed

This project consists of replacement of the foundation and one floor beam, partial replacement of wall framing and replacement of roof framing, sheathing and shakes, all in accordance with the Construction Drawings. The CONTRACTOR shall supply all labor and materials necessary to complete the work, except that the Owner will supply cedar shakes for the machine shed roof. An on-site pole for the machine shed

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

floor beam, designated by the COUNTY, is available, with the CONTRACTOR responsible to cut and transport.

Machine Shed Foundation, floor beam and wall framing repair:
See Exhibit 'D' "Construction Drawings"

Machine Shed Roof Replacement Requirements:

The proposed replacement roof is sometimes referred to as "BARN-STYLE" and utilizes a double layer of 24" straight split cedar shakes with a 20" exposure to weather. CONTRACTOR shall remove existing metal roofing; skip sheathing, any remaining shakes and install new 1"x6" rough sawn skip sheathing spaced 20" on center.

Owner will provide Certi-Split[®], 24" Straight-split premium grade shakes to the CONTRACTOR for the Machine Shed Roof Replacement project. The CONTRACTOR shall provide all other labor and materials (fasteners, flashing, etc.) to complete the roof replacement project. All materials shall be installed according to the Cedar Shake and Shingle Bureau (CSSB) standards, manufacturer specifications and industry standards except as modified to maintain the historic integrity of the structure.

Shakes shall be secured with four (4) 4d (minimum) Type 304 stainless steel nails, two (2) 1-1/2" above the exposure line and two (2) at the butt end of the shake centered in the 1"x6" skip sheathing deck member. Fasteners shall be long enough to penetrate sheathing at least 3/4" or all the way through, and be driven flush with the shake surface.

Butt ends of the shakes in the first course shall extend 1-1/2" beyond of the roof eaves and approximately 1" at the gable ends.

CONTRACTOR shall install a new galvanized ridge flashing.

Site Protection

The CONTRACTOR is responsible for protection of the buildings, landscaping, and historic items from damage. The CONTRACTOR shall also protect from damage an existing wooden box culver that runs under the driveway at Nesset Creek with a steel plate or other approved means to support vehicular loading. Prior to work, the CONTRACTOR shall submit for approval a plan for protection of the historic items during construction.

Project Location

Parcel #370521 494353 located at 6176 Saxon Road, Acme, WA.

Schedule

The project is to be substantially completed by October 31st, 2016. This completion date is subject to extension by mutual agreement between the CONTRACTOR and COUNTY, for reasons related to material availability and/or weather delays.

All paperwork requested from the Notice to Proceed must be submitted to the Parks & Recreation Department prior to the start of work. This includes insurance, intent to pay prevailing wage, and any other required documents.

Permits

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

COUNTY has acquired a building permit from Whatcom County Planning & Development Services. All other permits (if any) required to complete the proposed project will be the responsibility of the CONTRACTOR.

Hours of Work

Hours of work shall be coordinated with the Contract Administrator.

Special Conditions

The CONTRACTOR will follow all O.S.H.A. and W.S.H.A. Regulations for the safety of employees and County staff.

General Requirements

The CONTRACTOR will provide all labor and materials needed to complete this project and be entirely familiar with the relevant plans and specifications.

- The CONTRACTOR will work closely and collaboratively with COUNTY as directed in the pre-construction meeting.
- The CONTRACTOR is responsible for the following:
 - Coordinate electrical inspections if required by Puget Sound Energy.
 - Coordinate Whatcom County Building Services inspections.
- Access to the construction site is by way of a private road. 24 hour advanced notification is required prior to utilizing the road to access the site. Additionally, vehicles that are in excess of 26,000 GVW must receive written approval from the property owner prior to utilizing the road to access the site.
- Lead Disclosure: On April 9, 2015, Whatcom County Parks & Recreation engaged Avocet Environmental Testing to test for lead levels at Nesset House & Out Building that is subject to this bid. Testing for lead paint was completed and reported on April 21, 2015. The lead test results area as follows:

Sample ID	Log Number	Test Performed	Method	Sample Result	Units	PQL	Analyst
Nesset Farm	05749784	Lead	Sm3111B	300,000	mg/kg	16,000	ML

Lead levels for the Nesset House & Out Building exceed state and federal thresholds. The CONTRACTOR shall take all necessary precautions to safeguard workers and the public from lead exposure during contracted work, and to prevent introduction of lead into ground adjacent to the structure.

Notice is given of the following Washington state regulations regarding lead protection:

WAC 296-62-07521	Lead Inspection and Compliance Procedures (L&I)
WAC 296-155	Safety Standards for Construction Work
WAC 365-230	Accreditation of lead-based training programs (Commerce)

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

It is a requirement of this bid that, prior to commencing work, CONTRACTOR shall have obtained training for staff as set forth in WAC 365-230 and that CONTRACTOR be listed on Washington L&I certified CONTRACTOR list.

- The CONTRACTOR shall provide an approved jobsite portable toilet unit. Said unit shall be maintained and serviced throughout the duration of the project.
- Order, receive, store, and deliver to job site all goods needed for the project. If needed, coordinate placement of a job storage container with the Contract Administrator.
- All work must meet all applicable codes. Report any or all violations or potential violation of applicable codes to the Contract Administrator to determine proper corrective measures.
- The work area must be cordoned and a clean jobsite must be maintained at all times.
- All construction debris and waste material becomes property of the CONTRACTOR and shall be removed from the job site. CONTRACTOR shall provide documentation as to the final destination and paperwork must be provided to the Contract Administrator to verify legal disposition of waste materials.
- The CONTRACTOR must protect all property, buildings & grounds, work, stored materials, and construction equipment in their care from damage, vandalism and theft.
- Upon completion of the project and prior to final payment, the CONTRACTOR must provide "as built" drawings to the Contract Administrator.
- All warranty information, technical manuals, signed off permits, and related materials must be submitted to the Contract Administrator before a final payment request can be processed.
- No work relating to change orders can be done without prior written consent of the COUNTY.

Quality Assurance

- CONTRACTOR and CONTRACTOR's personnel shall be experienced, thoroughly trained and completely familiar with the systems, equipment, devices, fixtures, materials, etc. and the required methods of installation.
- CONTRACTOR must provide proof, upon request, that all personnel are licensed according to Washington State RCW.
- All materials, equipment and workmanship shall be properly inspected by the CONTRACTOR and at all times be subject to inspection by the COUNTY. The CONTRACTOR must provide all samples, data and documents necessary for such inspection. The COUNTY will be afforded full and free access at the jobsite and the shops and places of business of the CONTRACTOR for such inspection and to determine the status of the work. If CONTRACTOR covers all or any part of the work prior to any inspection or test specifically requested by COUNTY, the cost of any necessary uncovering and replacing shall be borne by the CONTRACTOR.
- Neither the failure to make inspections or tests, nor to discover defective workmanship, materials or equipment, shall prejudice the rights of the COUNTY thereafter to reject the work and or require its correction.

Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair

- The CONTRACTOR shall furnish the COUNTY any guarantee or warranty furnished as a customary trade practice in connection with the purchase of any equipment, materials or items incorporated into the project.
- Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The COUNTY shall not be barred from requiring the CONTRACTOR to remove, replace, repair, or dispose of any unauthorized or defective work or material, or from recovering damages for any such work or material.

**Whatcom County
Bid #16-43
Nesset Farm Building Stabilization and Repair**

**EXHIBIT 'B'
COMPENSATION**

The maximum consideration for the initial term of this AGREEMENT or for any renewal term shall not exceed \$169,000.00 not including Washington State Sales Tax.

The Contract Number, set forth, shall be included on all invoices or correspondence in connection therewith.

Invoices shall include a monthly statement of work performed. This statement must give the actual quantity and cost of the completed work as listed in the awarded contract bid proposal or by executed change order.

The CONTRACTOR must submit invoices to the County no later than the 5th day of the month following the month in which the work was completed. The County will process and issue warrants for the completed work by the end of the month in which the statement was submitted. Invoices submitted later than the above date will be paid at the end of the next month or within 60 days.

The CONTRACTOR shall send invoices to:

Whatcom County Parks & Recreation
Attn: Contract Administrator
3373 Mt. Baker Hwy
Bellingham, WA 98226

CONTRACTOR may invoice the COUNTY progressively not more than once per month. Progressive billings will be for the amount of work completed.

CONTRACTOR must submit to the Contract Administrator a completed Retainage Option Investment Form prior to submitting first invoice for payment.

CONTRACTOR may invoice the COUNTY upon completion of the project in its entirety for the full contract amount upon acceptance of the project by the Project Engineer and Contract Administrator.

Retainage will be administered in accordance with RCW 60.28.011, as amended, and in accordance with the "Retainage Option Investment Option" form.

The amount billed must reflect 5% withholding for Retainage.

Whatcom County Prevailing Wage Rates

Bid #16-43

Nesset Farm Building Stabilization and
Repair

www.lni.wa.gov/prevailingwage

This is a partial list of Prevailing Wage Rates. If the proper category is not listed, please refer to the [website](http://www.lni.wa.gov/prevailingwage).

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 07/19/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Whatcom	<u>Carpenters</u>	Acoustical Worker	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Bridge, Dock And Wharf Carpenters	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Carpenter	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Carpenters on Stationary Tools	\$54.15	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Creosoted Material	\$54.12	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Floor Finisher	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Floor Layer	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Carpenters</u>	Scaffold Erector	\$54.02	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Cement Masons</u>	Journey Level	\$53.95	<u>7A</u>	<u>1M</u>	
Whatcom	<u>Divers & Tenders</u>	Diver	\$107.22	<u>5D</u>	<u>4C</u>	<u>8A</u>
Whatcom	<u>Divers & Tenders</u>	Diver On Standby	\$64.42	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Divers & Tenders</u>	Diver Tender	\$58.33	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Divers & Tenders</u>	Surface Rcv & Rov Operator	\$58.33	<u>5D</u>	<u>4C</u>	
Whatcom	<u>Divers & Tenders</u>	Surface Rcv & Rov Operator Tender	\$54.27	<u>5A</u>	<u>4C</u>	
Whatcom	<u>Electricians - Inside</u>	Cable Splicer	\$63.94	<u>7H</u>	<u>1E</u>	
Whatcom	<u>Electricians - Inside</u>	Construction Stock Person	\$31.71	<u>7H</u>	<u>1D</u>	
Whatcom	<u>Electricians - Inside</u>	Journey Level	\$59.69	<u>7H</u>	<u>1E</u>	
Whatcom	<u>Glaziers</u>	Journey Level	\$56.16	<u>7L</u>	<u>1Y</u>	
Whatcom	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Airtrac Drill Operator	\$45.32	<u>7A</u>	<u>3I</u>	

Whatcom	<u>Laborers</u>	Ballast Regular Machine	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Batch Weighman	\$37.26	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Brick Pavers	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Brush Cutter	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Brush Hog Feeder	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Burner	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Caisson Worker	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Carpenter Tender	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Caulker	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Cement Dumper-paving	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Cement Finisher Tender	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Change House Or Dry Shack	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Chipping Gun (under 30 Lbs.)	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Choker Setter	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Chuck Tender	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Clary Power Spreader	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Clean-up Laborer	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Concrete Dumper/chute Operator	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Concrete Form Stripper	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Concrete Placement Crew	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Concrete Saw Operator/core Driller	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Crusher Feeder	\$37.26	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Curing Laborer	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Demolition: Wrecking & Moving (incl. Charred Material)	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Ditch Digger	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Diver	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Drill Operator (hydraulic,diamond)	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Dry Stack Walls	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Dump Person	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Epoxy Technician	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Erosion Control Worker	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Faller & Bucker Chain Saw	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Fine Graders	\$43.95	<u>7A</u>	<u>3I</u>

Whatcom	<u>Laborers</u>	Firewatch	\$37.26	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Form Setter	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Gabian Basket Builders	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	General Laborer	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Grade Checker & Transit Person	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Grinders	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Grout Machine Tender	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Groutmen (pressure)including Post Tension Beams	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Guardrail Erector	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	High Scaler	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Jackhammer	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Laserbeam Operator	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Maintenance Person	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Manhole Builder-mudman	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Material Yard Person	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Motorman-dinky Locomotive	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Pavement Breaker	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Pilot Car	\$37.26	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Pipe Layer Lead	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Pipe Layer/tailor	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Pipe Pot Tender	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Pipe Reliner	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Pipe Wrapper	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Pot Tender	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Powderman	\$45.32	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Powderman's Helper	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Power Jacks	\$44.76	<u>7A</u>	<u>3I</u>

Whatcom	<u>Laborers</u>	Railroad Spike Puller - Power	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Raker - Asphalt	\$45.32	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Re-timberman	\$45.32	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Remote Equipment Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Rigger/signal Person	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Rip Rap Person	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Rivet Buster	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Rodder	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Scaffold Erector	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Scale Person	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Sloper (over 20")	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Sloper Sprayer	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Spreader (concrete)	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Stake Hopper	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Stock Piler	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Tamper (multiple & Self-propelled)	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Toolroom Person (at Jobsite)	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Topper	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Track Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Track Liner (power)	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Traffic Control Laborer	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
Whatcom	<u>Laborers</u>	Traffic Control Supervisor	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
Whatcom	<u>Laborers</u>	Truck Spotter	\$43.95	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Tugger Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$74.29	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$79.32	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$83.00	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$88.70	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-	\$90.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>

		64.00 psi			
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$95.92	<u>7A</u>	<u>3I</u> <u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$97.82	<u>7A</u>	<u>3I</u> <u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$99.82	<u>7A</u>	<u>3I</u> <u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$101.82	<u>7A</u>	<u>3I</u> <u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$45.42	<u>7A</u>	<u>3I</u> <u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Miner	\$45.42	<u>7A</u>	<u>3I</u> <u>8Q</u>
Whatcom	<u>Laborers</u>	Vibrator	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Vinyl Seamer	\$43.95	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Watchman	\$33.86	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Welder	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Well Point Laborer	\$44.76	<u>7A</u>	<u>3I</u>
Whatcom	<u>Laborers</u>	Window Washer/cleaner	\$33.86	<u>7A</u>	<u>3I</u>
Whatcom	<u>Metal Fabrication (In Shop)</u>	Fitter	\$13.81		<u>1</u>
Whatcom	<u>Metal Fabrication (In Shop)</u>	Laborer	\$9.47		<u>1</u>
Whatcom	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$13.81		<u>1</u>
Whatcom	<u>Metal Fabrication (In Shop)</u>	Welder	\$13.81		<u>1</u>
Whatcom	<u>Painters</u>	Journey Level	\$39.35	<u>6Z</u>	<u>2B</u>
Whatcom	<u>Roofers</u>	Journey Level	\$25.27		<u>1</u>
Whatcom	<u>Truck Drivers</u>	Asphalt Mix	\$30.15		<u>1</u>
Whatcom	<u>Truck Drivers</u>	Dump Truck	\$19.32		<u>1</u>
Whatcom	<u>Truck Drivers</u>	Dump Truck And Trailer	\$19.32		<u>1</u>
Whatcom	<u>Truck Drivers</u>	Other Trucks	\$14.48		<u>1</u>
Whatcom	<u>Truck Drivers</u>	Transit Mixer	\$16.81		<u>1</u>

Exhibit C

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelley Insurance Agency, Inc. 103 West Main St., Suite 2A P. O. Box 367 Everson, WA 98247 Anthony H. Kelley		CONTACT NAME: Anthony H. Kelley PHONE (A/C, No, Ext): 360-966-3732 E-MAIL ADDRESS: info@kelleyinsure.com FAX (A/C, No): 360-966-2819		
INSURED South Fork Construction Co Russell&Lucinda Pfeiffer-Hoyt 6190 Saxon Rd Acme, WA 98220		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Ohio Casualty Company		24074
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BLO56791065	11/13/2015	11/13/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			USO56791065	07/22/2016	07/22/2017	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
WHATC-4 Whatcom County 311 Grand Avenue Bellingham, WA 98225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Anthony H Kelley</i>

Exhibit D

Construction Drawings

STRUCTURAL NOTES

Roof Shear Wall = 25' x 25'
 Roof Shear Wall = 10' x 10'
 W-100 Intermediate Floor = 10' x 10'
 Floor Live Load = 40 psf
 Floor Live Load = 40 psf

2012 International Building Code (IBC)
 American Concrete Institute (ACI) 318-11
 305 National Design Specifications (NDS) for Wood Construction

Site Clearing, Preparation & Earth Moving

Excavate for materials to be installed or otherwise remove materials property, cleared materials shall become Contractor's property and shall be removed from site. Contractor is ultimately responsible to dispose materials off site.

House utilities shall be disconnected prior to house clearing. Then recommended and tested when house has been torn down.

Contractor responsible for not disturbing existing shales and trees on property. Contractor shall maintain the construction process shall be related to original pre-construction state.

Remove soil and grass before beginning house. Strip topsoil to a depth noted on plans in a manner to prevent intermingling subsoil. Subsoil applied away from edge of foundation without disturbing with subsoil.

Contract soil shall be kept.

House shall be placed inside and over place in a trench. Carefully excavate and backfill with compacted soil. Contractor shall backfill to fill trench. Compacted backfill shall be placed in lifts no greater than 8". Call before you dig, dial 811, or use website: call811.com

Excavations required below house shall be done by hand. Slope trench sides by hand.

Demolition

Prior to commencing construction, owner is responsible to categorizing all existing items, structures, and similar objects. Contractor is responsible for removing or sealing off such items from construction dust and debris.

Household materials, or items that may interfere with construction work, will be removed by owner prior to start of work.

Contractor to provide temporary construction and other construction to prevent adjacent property from damage to adjacent buildings.

Temporary shoring, bracing, and structural supports shall be required to provide stability and prevent movement, settlement or collapse of construction and materials.

WOOD

All solid lumber to be graded per book number 16 of West Coast lumber inspection Bureau.

All lumber in contact with concrete, or exposed to weather, will be Pressure Treated unless noted otherwise. Preservative treatment per AWPA U1. For 4x4 members and beams, use NF-2 (for better), for other posts and all other members use DF-1 (or better).

Comply with the latest edition of the 16-1 "National Design Specifications" as modified by the 2014 International Building Code (IBC) for all structural timber requirements.

Provide maintenance free materials for all bolts bearing on wood.

All nails exposed to weather shall be hot dipped galvanized per ASTM A. 600. All nails 100 inches or larger, are called out, use other self tapping, or other nails as noted. All nails to be installed for 200 or larger nails, use 100 inch nails to installation.

All bolts in wood shall be 1/2" with pre-drilled holes. 1/2" minimum oversized all lag screws, and 20d nails or greater shall be installed through pre-drilled holes.

Unless noted otherwise, use dry kiln lumber to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated materials.

Cedar roof shakes for the house shall be cut split, hand split shakes, premium grade, 24" length. Cedar roof shakes for the machine shed shall be cut split, hand split shakes, premium grade, 24" length. Grading standards are per Cedar Shake & Shingle Bureau's grading rules.

Framing standards shall comply with AS 604's WOOD 1, "Design for Conventional Wood Frame Construction" unless otherwise indicated.

Building trim & siding shall be milled to match existing.

Barre wood shall be either sealed or primed prior to paint. Painted surface shall match the rest of the structure.

Erosion and Sedimentation Control

Provide temporary erosion and sedimentation control measures to prevent soil erosion and decrease of overbearing water runoff as follows due to adjacent properties according to requirements of Washington County Public Works Department, as well as 2012 DOE Stormwater Management Manual for Western Washington.

Verify the form of water indicated from construction areas do not enter cross protection zones.

Inspect, maintain and repair erosion and sedimentation control measures during construction and permanent vegetation has been established.

Remove erosion and sedimentation control, and restore and stabilize area during removal.

WOOD

At solid lumber to be graded per book number 16 of West Coast lumber inspection Bureau.

All lumber in contact with concrete, or exposed to weather, will be Pressure Treated unless noted otherwise. Preservative treatment per AWPA U1. For 4x4 members and beams, use NF-2 (for better), for other posts and all other members use DF-1 (or better).

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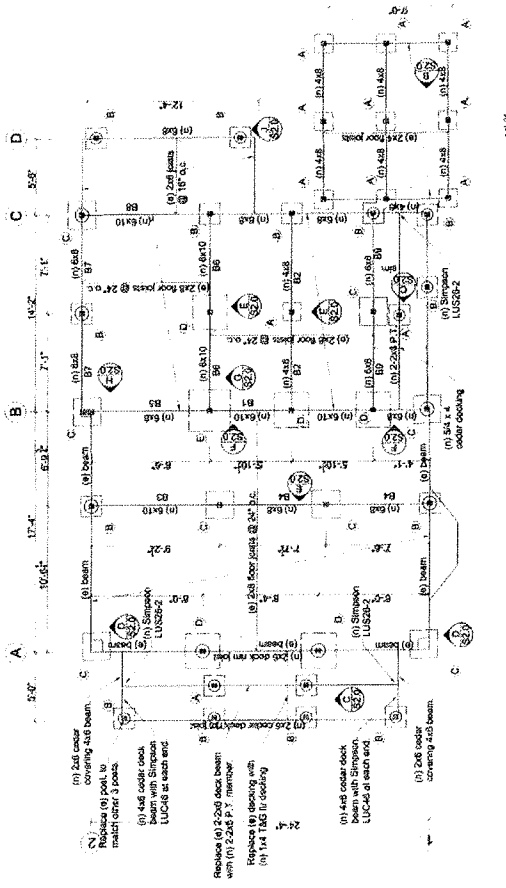
1/11/2014

designed, single story
 wood framed shed

Roof framing & upper floor plan

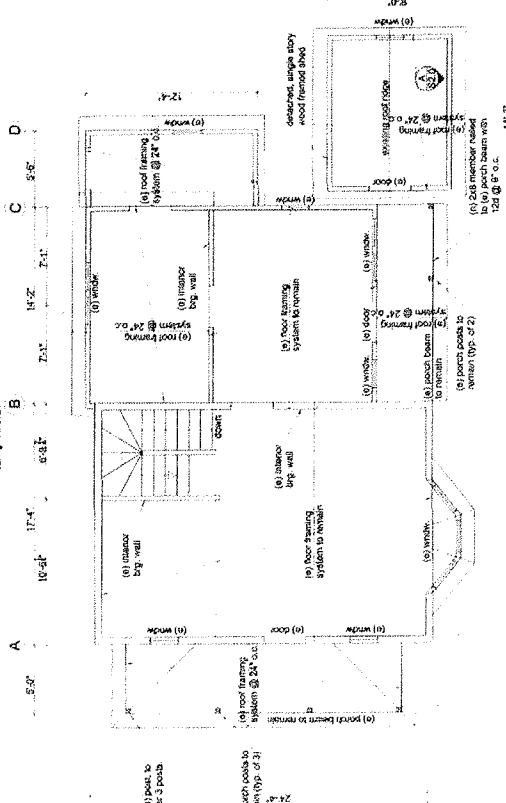
1/4" = 1'-0"

Footing Type	Footing Dimension	Reinforcement
1	15' x 16' x 8" thick	(2) #4 each way
2	15' x 15' x 8" thick	(2) #4 each way
3	24' x 24' x 8" thick	(2) #4 each way
4	30' x 30' x 8" thick	(2) #4 each way
5	30' x 30' x 8" thick	(2) #4 each way



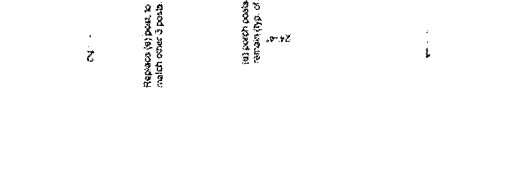
Main floor framing & foundation plan

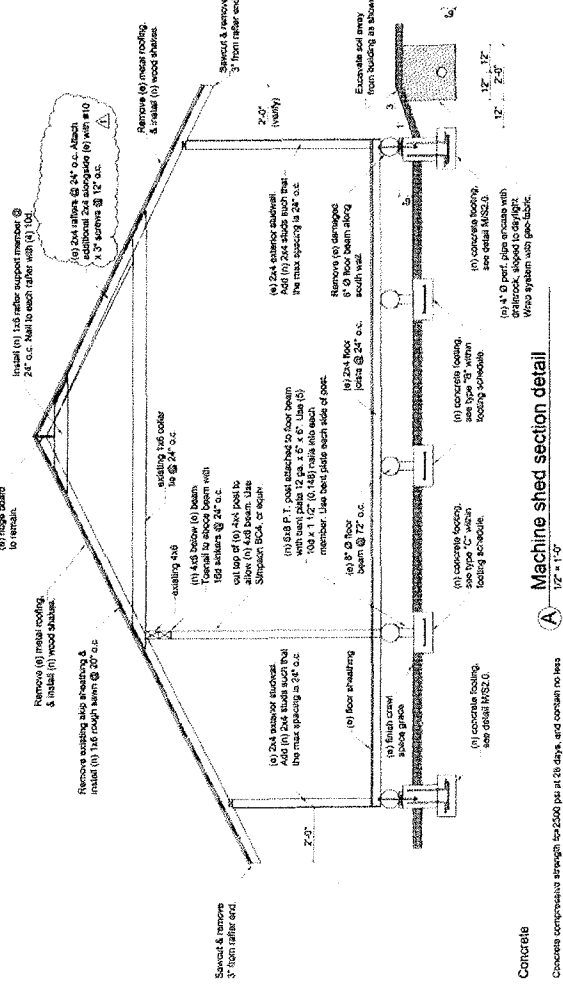
1/4" = 1'-0"



Upper floor framing & main floor plan

1/4" = 1'-0"





Concrete

Concrete compressive strength for 2500 psi at 28 days, and contain no less than 15 1/2 sacks of cement per cubic yard of concrete with a maximum slump of 4" with a water cement ratio of 0.50.

3248

All structural steel will be A36 grade.
Connect structural steel with ASTM A307 bolts through 1/16" oversized holes to meet bolts to anchor specifications.

All welds shall be 70ksi electrode and welded by a state of Washington

Shop painting or priming and surface preparation will be in accordance with the provisions of the code of standard practice of the spec. unless specified otherwise, all sheelwork will be given one coat of shop paint, as well as touch up field painting.

Fixed pairs per architecture specification

Fabricate wheel metal flanging and trim to comply with recommendations in SHACMA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal and other characteristics of the item.

MISCELLANEOUS

Contractor will verify all dimensions in field, and cross reference them with the dimensions found on the architectural drawings. The contractor will ultimately be responsible for plan accuracies.

For areas not specifically called out, similar details will be used as a reference, or the project engineer of record will be notified.

The project engineer of record will be notified of any structural deviations from the engineered design plans.

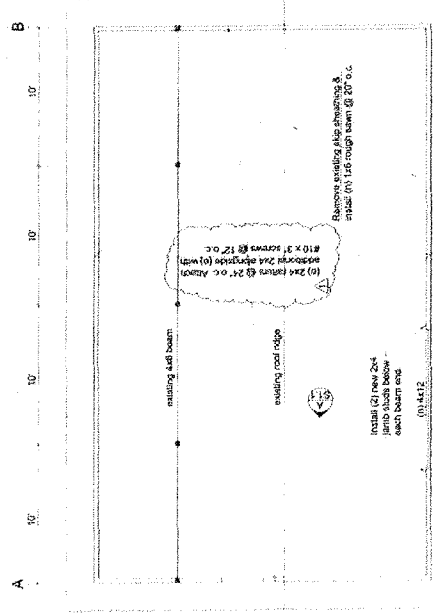
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Design soil bearing strength 1650 psi. These structural plans take no responsibility of the site and soil conditions. That will be the sole responsibility of the owner, or contractor.

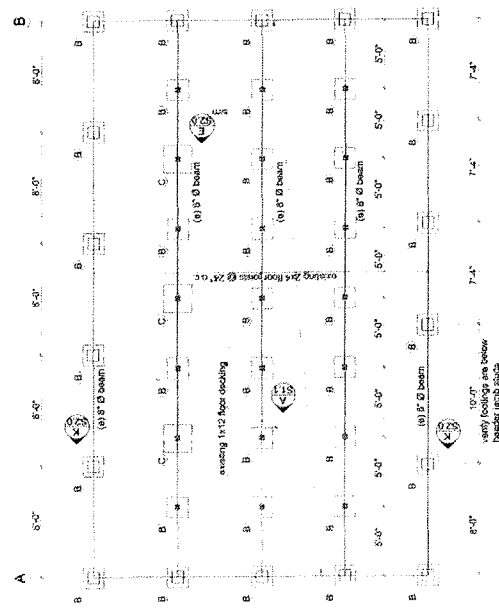
Extend all footings down to undisturbed soil of the specified strength with a minimum of 18" below adjoining grade.

Consider all evaluations on functions $f: \mathbb{R}^n \rightarrow \mathbb{R}$ and $g: \mathbb{R}^n \rightarrow \mathbb{R}^m$.

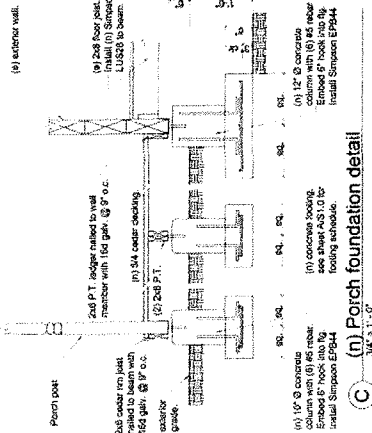
Compacted fill to be well graded and granular with not more than 5 % passing a 200 sieve. Place in 8" loose lifts and compact to 95 % modified AASHTO density at optimum moisture content.



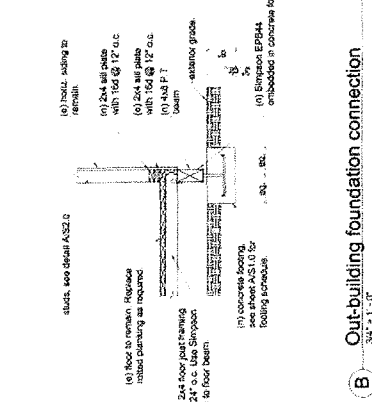
Machine shed roof framing plan



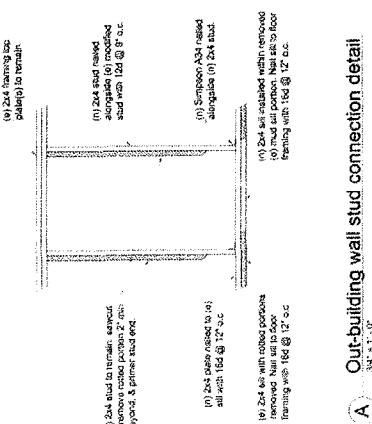
Machine shed floor framing plan



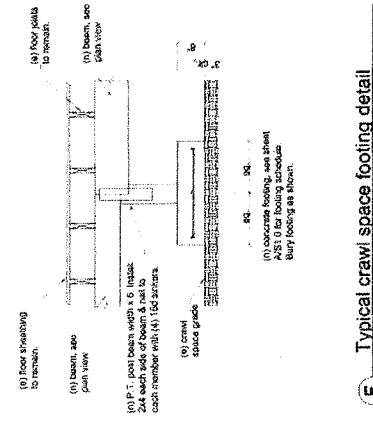
(n) Porch foundation detail



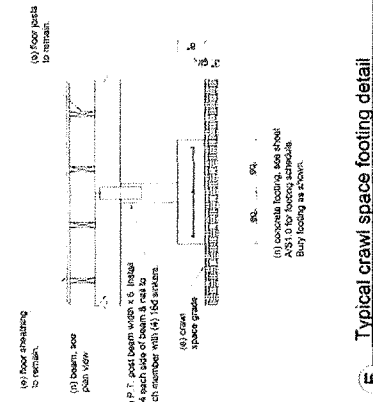
Out-building foundation connection



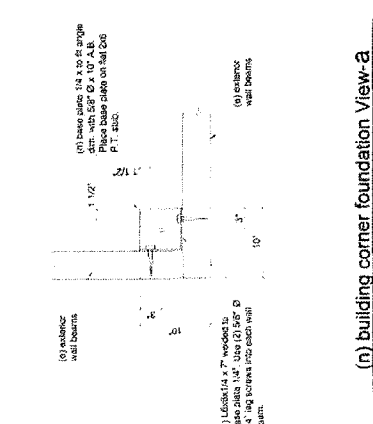
Out-building wall stud connection detail



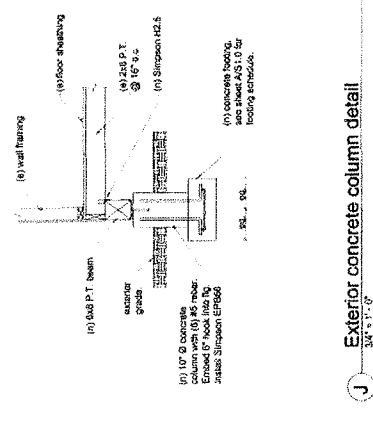
Typical crawl space footing detail



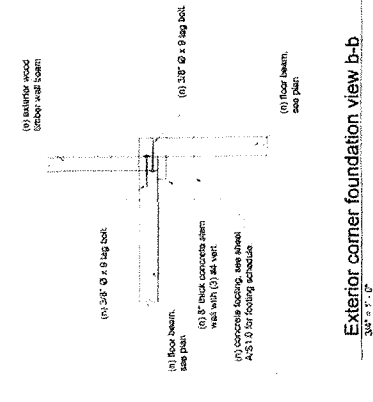
Typical crawl space footing detail



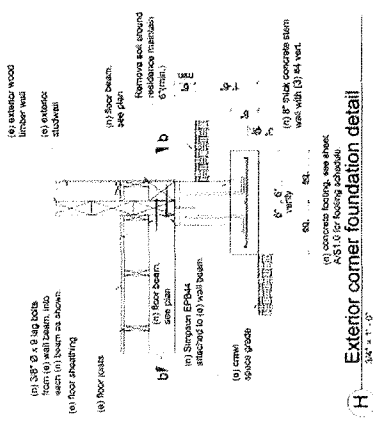
(n) building corner foundation View-a



Exterior concrete column detail



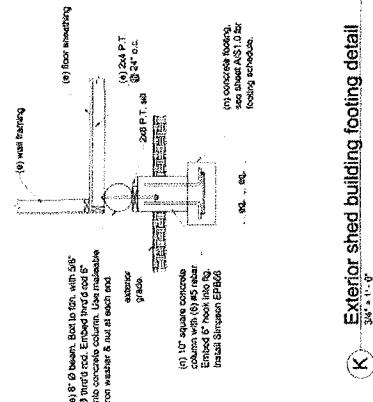
Exterior corner foundation view b-b



11

Exterior corner foundation detail

© S. D. J. for McGraw-Hill Construction



Exterior shed building footing detail

REVISIONS: 2REV, 7-11-2016

JOB #: 0739

DATE: 5-29-2009

DRAWN BY: JZ

S 2.0