



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the 19th day of July in the year 2011  
*(In words, indicate day, month and year)*

BETWEEN the Owner;  
*(Name, address and other information)*

Lewis County Public Facilities District  
c/o Rose Bowman, Lewis County Treasurer  
PO Box 509  
351 NW North Street  
Chehalis, WA 98532

and the Contractor:  
*(Name, address and other information)*

Kaufman Brothers Construction Inc.  
7711 Martin Way East  
Olympia, WA 98516

for the following Project:  
*(Name, location and detailed description)*

Lewis County Public Facilities District Events Center  
402 Allen Street  
Centralia, WA

The Architect:  
*(Name, address and other information)*

INNOVA Architects, Inc.  
950 Pacific Avenue  
Suite 450  
Tacoma, WA 98402

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ORIGINAL

Init.

TABLE OF ARTICLES

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.  
*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Date of Commencement is the date of this Agreement.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_\_\_ ( ) days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Substantial Completion shall be achieved no later than November 17, 2011. Final Completion shall be achieved no later than November 28, 2011.

§3.3.1 Time is of the essence of this Contract. The parties agree that Owner will be damaged if Contractor does not achieve Substantial Completion of the entire Work within the period of time set forth above in section 3.3, and such damages will be difficult to ascertain, and the following amounts per day are a reasonable approximation of the damages that Owner would sustain if Substantial Completion is delayed. Contractor agrees to pay the following liquidated damages for delay: Five Hundred Dollars (\$500.00) per day for each day of delay. The sums described hereinabove: (1) are liquidated damages and are not a penalty, and (2) are agreed to in order to avoid costly and lengthy litigation which would otherwise be required. The Owner may deduct all damages due it under this section from any unpaid amounts then or thereafter due to the Contractor under the Contract. Any damages not so deducted, shall be payable by Contractor to Owner on demand. The damages set forth herein are compensation to Owner for certain financial impacts relating to project completion delays; nothing in this paragraph shall limit the Owner's right to recover direct or other damages arising from Contractor delays or other non-conformity with the requirements of the Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Four Hundred Fourteen Thousand Thirty-Eight dollars (\$2,414,038.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum does not include the following alternates which are described in the Contract Documents and may in future be accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

See Exhibit 2, Scope of Work Alternates.

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Table with 3 columns: Item, Units and Limitations, Price Per Unit. Row 1: NONE

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Table with 2 columns: Item, Price. Row 1: NONE

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§5.1.1.1 Attached to each Application for Payment for Progress Payments and Final Payment shall be the following Lien Waivers and Releases in the form attached hereto as Exhibit 5.1:

init.

- (a) for Progress Payments, executed Conditional Interim Lien Waiver and Release from Contractor for the current Application for Payment and executed Unconditional Interim Lien Waiver and Release from Contractor for the previous Application for Payment;
- (b) for Progress Payments, executed Conditional Interim Lien Waiver and Release from each subcontractor and supplier of every tier who performed work or delivered materials or equipment covered by the current Application for Payment value of which exceeded \$5,000 and who are still performing work or delivering materials or equipment in connection with the Project (and executed Unconditional Interim Lien Waiver and Release from each such subcontractor and supplier of every tier for the previous Application for Payment); and
- (c) for Final Payment, executed Conditional Final Lien Waiver and Release from those subcontractors and suppliers of every tier who completed their work or delivery of materials or equipment during the period covered by the previous Application for Payment and the aggregate cost of whose work, materials or equipment exceeded \$10,000 for the entire Project, and also executed Conditional Final Lien Waiver and Release from Contractor upon Final Payment; and following payment thereof executed Unconditional Final Lien Waiver and Release from such subcontractors and suppliers of every tier, and executed Unconditional Final Lien Waiver and Release from Contractor following Final Payment.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received not later than the 1st day of a month (for Work performed in the preceding month), the Owner shall make all properly due payment of the certified amount to the Contractor not later than the 10th day of the month the Application for Payment is received. If an Application for Payment is received after the application date fixed above, payment of all properly due amounts shall be made by the Owner not later than ten (10) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

Init.

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

**§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:**

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

None.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Upon fulfillment by Contractor of all requirements in the Contract Documents, final payment shall be issued within 30 days after Owner's receipt of confirmation from the Department of Revenue and Department of Labor & Industries that Contractor has fulfilled all wage and tax requirements for its work on the Project.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

In the event of litigation, the prevailing party shall be entitled to recover its litigation expenses, including attorneys fees, from the non-prevailing party.

Init.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below.

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

Six percent (6%) per year

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Rose Bowman  
Lewis County Treasurer  
351 NW North Street  
Chehalis, WA 98532

§ 8.4 The Contractor's representative:

*(Name, address and other information)*

Mike Swarthout  
Kaufman Brothers Construction Inc.  
7711 Martin Way E.  
Olympia, WA 98516

Tel: 360-491-5230  
Cell: 360-701-0117  
Fax: 360-491-5296

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit 1:	Scope of Work and Cost of Work		
Exhibit 2:	Scope of Work Alternates		
Exhibit 3:	Project Schedule		

Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Exhibit 4

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit 4

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
  
2. Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Invitation to Bid, June 14, 2011  
 Contractor's Bid  
 General Conditions  
 Dept. of Labor & Industries Prevailing Wage Rates (as updated throughout the term of the Project)

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
See insurance and bonding requirements in A201	

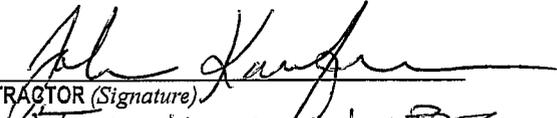
init.

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

Lewis County Public Facilities District

Kaufman Brothers Construction Inc.

  
OWNER (Signature)  
Judy L. DeJard 7-19-11  
(Printed name and title)

  
CONTRACTOR (Signature)  
John KAUFMAN - PRES.  
(Printed name and title) 7-19-11

Init.

Exhibit 5.1

**CONDITIONAL INTERIM LIEN WAIVER AND RELEASE**

("Releasing Party") has furnished labor or professional services, or supplied materials or equipment for construction on the project known as ("Project") at property located at ("Property").

Upon payment to the Releasing Party of \$ \_\_\_\_\_, whether in cash, by check or by joint check, the Releasing Party waives and releases any and all liens, claims of lien, rights to lien, stop notices, rights to submit stop notices, suits, demands, claims, protests, damages, losses and expenses of any nature whatsoever (whether under statute, in equity or otherwise and whether received through assignment or otherwise) (each, individually, a "Claim") arising or accruing through the \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Release Date"), against or with respect to the Owner of the Property, \_\_\_\_\_, and all of its affiliates, and any higher-tier contractor or subcontractor, or other party holding an interest in the Property (collectively, the "Released Parties"), or against or with respect to any Project bond(s), and/or the Project, the Property, improvements to the Property and labor, professional services, materials, fixtures, apparatus and machinery furnished for the Property (collectively, the "Released Properties"), except with respect to any Claim for retention withheld to date in the following amount: \$ \_\_\_\_\_

The Releasing Party acknowledges and agrees that it has been paid all amounts due and owing to it in connection with the Project through the Release Date, except retention withheld to date, and represents and warrants that all parties who have furnished labor, services, materials or equipment to the Releasing Party or its lower tier consultants or subcontractors in connection with the Project have been paid all amounts due and owing to them through the Release Date.

If any Claim is made or filed by the Releasing Party or any of its consultants, subcontractors, suppliers or laborers against or with respect to any of the Released Parties or any of the Released Properties for labor, professional services, material or equipment covered by this Conditional Interim Lien Waiver And Release, then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such Claim and (2) shall indemnify, defend and hold harmless the Released Parties from and against any and all costs, damages, expenses, court costs and attorney fees arising from such Claim or any litigation resulting from such Claim.

The only matters not subject to the general waiver and release provided for above are Construction Change Directives, Change Orders and Claims previously asserted in writing which remain unresolved as of this date, and are described below:

**Releasing Party:**

By:  
Printed Name:  
Its:  
Dated:

Init.

STATE OF )  
 ) ss.  
COUNTY OF )

**\*\*[INDIVIDUAL ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

**\*\*[CORPORATE ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

**\*\*[PARTNERSHIP ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a general partner of \_\_\_\_\_, a partnership, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Init

**UNCONDITIONAL INTERIM LIEN WAIVER AND RELEASE**

("Releasing Party") has furnished labor or professional services, or supplied materials or equipment for construction on the project known as ("Project") at property located at ("Property").

The Releasing Party hereby unconditionally waives and releases any and all liens, claims of lien, rights to lien, stop notices, rights to submit stop notices, suits, demands, claims, protests, damages, losses and expenses of any nature whatsoever (whether under statute, in equity or otherwise and whether received through assignment or otherwise) (each, individually, a "Claim") arising or accruing through the \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Release Date"), against or with respect to the Owner of the Property, and all of its affiliates, and any higher-tier contractor or subcontractor, or other party holding an interest in the Property (collectively, the "Released Parties"), or against or with respect to any Project bond(s), and/or the Project, the Property, improvements to the Property and labor, professional services, materials, fixtures, apparatus and machinery furnished for the Property (collectively, the "Released Properties"), except with respect to any Claim for retention withheld to date in the following amount: \$ . The Releasing Party acknowledges and agrees that it has been paid all amounts due and owing to it in connection with the Project through the Release Date, except retention withheld to date, and represents and warrants that all parties who have furnished labor, services, materials or equipment to the Releasing Party or its lower tier consultants or subcontractors in connection with the Project have been paid all amounts due and owing to them through the Release Date.

If any Claim is made or filed by the Releasing Party or any of its consultants, subcontractors, suppliers or laborers against or with respect to any of the Released Parties or any of the Released Properties for labor, professional services, material or equipment covered by this Unconditional Interim Lien Waiver And Release, then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such Claim and (2) shall indemnify, defend and hold harmless the Released Parties from and against any and all costs, damages, expenses, court costs and attorney fees arising from such Claim or any litigation resulting from such Claim.

The only matters not subject to the general waiver and release provided for above are Construction Change Directives, Change Orders and Claims previously asserted in writing which remain unresolved as of this date, and are described below:

Releasing Party:

By:  
Printed Name:  
Its:  
Dated:

Init.

STATE OF )  
 ) ss.  
COUNTY OF )

**\*\*[INDIVIDUAL ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

**\*\*[CORPORATE ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

**\*\*[PARTNERSHIP ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a general partner of \_\_\_\_\_, a partnership, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_ My appointment expires \_\_\_\_\_

Init.

## CONDITIONAL FINAL LIEN WAIVER AND RELEASE

("Releasing Party") has furnished labor or professional services, or supplied materials or equipment for construction on the project known as ("Project") at property located at ("Property").

Upon payment to the Releasing Party of \$ \_\_\_\_\_, Releasing Party hereby acknowledges having been paid in full for all labor, services, materials and equipment that it supplied for the Project and the Property. Conditioned only upon the payment referenced above, the Releasing Party hereby waives and releases any and all liens, claims of lien, rights to lien, stop notices, rights to submit stop notices, suits, demands, claims, protests, damages, losses and expenses of any nature whatsoever (whether under statute, in equity or otherwise and whether received through assignment or otherwise) (each individually, a "Claim") against or with respect to the Owner of the Property, \_\_\_\_\_, and all of its affiliates, and any higher-tier contractor or subcontractor, or other party holding an interest in the Property (collectively, the "Released Parties"), or against or with respect to any Project bond(s), and/or the Project, the Property, improvements to the Property and labor, professional services, materials, fixtures, apparatus and machinery furnished for the Property (collectively, the "Released Properties").

The Releasing Party expressly acknowledges and agrees that once it receives the payment referenced above, it will have been paid all amounts due and owing to it for work, labor, professional services, material or equipment provided in connection with the Project, and the Releasing Party also represents and warrants that all amounts due and owing to its consultants, subcontractors, suppliers and laborers at every tier below the Releasing Party in connection with this Project have been paid in full.

If any Claim is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers or laborers against or with respect to any of the Released Parties or Released Properties, then the Releasing Party shall (1) immediately release and discharge, or secure the release or discharge of such Claim and (2) indemnify, defend and hold harmless the Released Parties and the Released Properties from such Claim, and costs, liabilities, damages, expenses, court costs (not limited to statutory costs or those allowed by court rule) and attorney fees arising from such Claim.

The only matters not subject to the general waiver and release provided for above are Construction Change Directives, Change Orders and Claims previously asserted in writing which remain unresolved as of this date, and are described below:

### Releasing Party:

By:  
Printed Name:  
Its:  
Dated:

Init.

STATE OF )  
 ) ss.  
COUNTY OF )

**\*\*[INDIVIDUAL ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

**\*\*[CORPORATE ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

**\*\*[PARTNERSHIP ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a general partner of \_\_\_\_\_, a partnership, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Init.

**UNCONDITIONAL FINAL LIEN WAIVER AND RELEASE**

("Releasing Party") has furnished labor or professional services, or  
supplied materials or equipment for construction on the project known as  
("Project") at property located at ("Property").

Releasing Party hereby acknowledges having been paid in full for all labor, professional services, materials and equipment that it supplied for the Project and the Property. The Releasing Party hereby unconditionally waives and releases any and all liens, claims of lien, rights to lien, stop notices, rights to submit stop notices, suits, demands, claims, protests, damages, losses and expenses of any nature whatsoever (whether under statute, in equity or otherwise and whether received through assignment or otherwise) (each individually, a "Claim") against or with respect to the Owner of the Property, \_\_\_\_\_, and all of its affiliates, and any higher-tier contractor or subcontractor, or other party holding an interest in the Property (collectively, the "Released Parties"), or against or with respect to any Project bond(s), and/or the Project, the Property, improvements to the Property and labor, services, materials, fixtures, apparatus and machinery furnished for the Property (collectively, the "Released Properties").

The Releasing Party also represents and warrants that all amounts due and owing to its consultants, subcontractors, suppliers and laborers at every tier below the Releasing Party in connection with this Project have been paid in full.

If any Claim is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers or laborers against or with respect to any of the Released Parties or Released Properties, then the Releasing Party shall (1) immediately release and discharge, or secure the release or discharge of such Claim and (2) indemnify, defend and hold harmless the Released Parties and the Released Properties from such Claim, and costs, liabilities, damages, expenses, court costs (not limited to statutory costs or those allowed by court rule) and attorney fees arising from such Claim.

The only matters not subject to the general waiver and release provided for above are Construction Change Directives, Change Orders and Claims previously asserted in writing which remain unresolved as of this date, and are described below:

**Releasing Party:**

By:  
Printed Name:  
Its:  
Dated:

Init.

STATE OF )  
 ) ss.  
COUNTY OF )

**\*\*[INDIVIDUAL ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

**\*\*[CORPORATE ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

**\*\*[PARTNERSHIP ACKNOWLEDGMENT]\*\***

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a general partner of \_\_\_\_\_, a partnership, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Init.

Exhibit 1

SCOPE OF WORK  
AND COST OF WORK



**KAUFMAN  
BROTHERS**  
CONSTRUCTION INC

INNOVA Architects  
15 Oregon Ave, Suite 204  
Tacoma, WA 98409

July 14, 2011

Attn: Paul McCormick

**RE: Lewis County Event Center and Sports Complex Proposal**

Per your request, Kaufman Brothers Construction, Inc. is providing a proposal to provide Sitework, Concrete Foundation, Building Structure, Slab-On Grade, Plumbing Rough-In, Fill At Soccer Area and Sidewalks and Site Ramps for the Lewis County Event Center and Sports Complex per INNOVA Architects request for bid documents dated June 14, 2011. The structural requirement to hang future canopies from the building, per alternate #4, have been included in this proposal. No future alteration of building will be required if you work inside the design parameters provided by Paul McCormick of Innova Architects.

The following is an outline of said request;

Base Bid:

• General Conditions	\$ 30,886.00
• Sitework	\$ 208,407.00
• Concrete Foundation (Footing Pads/Stem Walls)	\$ 159,624.00
• Building Insulation	\$ 111,370.00
• Doors and Windows	\$ 139,981.00
• Pre-Eng Metal Building	\$1,293,978.00
• Electrical Conduit	\$ 6,966.00
<b>Sub-Total</b>	<b>\$1,951,192.00</b>

Mezzanine Footing Pads:

• Supply and install footing pads for future mezzanine installation.	\$ 8,046.00
<b>Sub-Total</b>	<b>\$ 8,046.00</b>

Slab-On-Grade:

• 4" Concrete Slab (w/Concrete Cure and Seal)	\$ 191,963.00
• 6" Cap Break	\$ 22,902.00
• 10 Mil Vapor Barrier	\$ 6,678.00
• Under Slab Rough-In Plumbing	\$ 101,353.00
<b>Sub-Total</b>	<b>\$ 322,896.00</b>

Fill For Soccer Area:

• Compacted Structural Fill to an Elevation that is 3" below the Building Finish Floor Elevation.	\$ 14,206.00
<b>Sub-Total</b>	<b>\$ 14,206.00</b>

Site Sidewalks and Ramps:

• Site Sidewalks and Ramps Per Architectural Site Plan and Exterior Elevations. Includes Railings at the Ramps.	\$ 67,826.00
<b>Sub-Total</b>	<b>\$ 67,826.00</b>

Projected Grease Trap Requirements:

• Based on rough-in and tank (Utility Vault 712-GA 4,000 Gallon Grease Interceptor) for the Head Start and Future Restaurant and rough-in only for a future 2000 Gallon tank at the Facility Kitchen on the North Side of the building.	\$ 31,201.00
<b>Sub-Total</b>	<b>\$ 31,202.00</b>

Performance Bond and Payment Bond:

• Bonds covering faithful performance of the Contract and payment of obligation arising thereunder in full dollar amount of Contract.	\$ 18,670.00
<b>Sub-Total</b>	<b>\$ 18,670.00</b>

**PROJECT TOTAL           \$ 2,414,038.00**

The above prices are based on providing all labor & material, as required, for this project **excluding Washington State Sales Tax** and are valid for 30 days from the date of this proposal.

Thank You,

**Mike Swarhout**

P: 360.491.5230

F: 360.491.5296

C: 360.701.0117

Exhibit 2

**SCOPE OF WORK ALTERNATES**

Received Time Jun. 20. 15:43



FAX TRANSMITTAL

DATE: June 20, 2011 FAX #: (253)572-4919  
TO: Mr. Paul McCormick  
FROM: Mike Swarthout  
RE: Lewis County Event Center Information

Total number of pages including this page: (3)

Paul,

Here is a signed Bid Summary Sheet for your review.

Please call or e-mail and let me know that you have received this.

Mike Swarthout  
Kaufman Brothers Construction  
P (360) 491-5230  
C (360) 701-0117  
F (360) 491-5296  
E-mail [mike@kaufmanbrothers.com](mailto:mike@kaufmanbrothers.com)

7711 MARTIN WAY E. OLYMPIA, WASHINGTON 98516 360.491.5230 FAX 491.5296  
[WWW.KAUFMANBROTHERS.COM](http://WWW.KAUFMANBROTHERS.COM) CONT. LIC. #KAUFMBO278L2



Received Time Jun. 20. 15:43

**BID SUMMARY SHEET**

Company Name: Kaufman Brothers Construction Inc.

7711 Martin Way East, Olympia, WA 98516

Individual submitting this bid: Mike Swarhout

Signature: Mike Swarhout Date: 6/20/11

BID REQUESTED	DESCRIPTION	BID AMOUNT
Base Bid	Building Shell - Shell Foundations - Utilities	\$1,951,192.00
Alternate Bid #1	Mezzanine - Mezzanine Foundations/Columns - Stairs	\$ 567,470.00
Alternate Bid #2	4 inch concrete slab on grade - Under slab plumbing	\$ 318,252.00
Alternate Bid #3	Fill for Soccer Area	\$ 14,206.00
Alternate Bid #4	Canopy (3) Locations	\$ 160,587.00
Alternate Bid #5	Site Sidewalks and Ramps	\$ 67,826.00
Alternate Bid #6	Temporary Mezzanine Railing (Pipe Rail 8' Centers, 2 Runs of Cable)	\$ 39,186.00

Grand Total if all (6) alternate bids chosen: Grand Total: **\$ 3,118,719.00**

Bids exclude WSST.

Amount in Base Bid for Temporary Railing around Mezzanine See Alt #6  
(This is the amount of the base bid that could be deducted if no temporary railing is needed)

3604915296

**SUBSTITUTIONS PROPOSED  
BY THE CONTRACTOR**

List substitutions in material or design that the contractor feels should be consider along with the reason and bid amount associated with that substitution. These substitutions should not yet be included in the bids stated on the bid sheet, but should be items to be considered that, if chosen, will either reduce or increase the bids stated on the bid sheet.

**Substitution #1**

Title of Substitution; Grease Waste Lines and Stu-bout Vents.

Description of Proposed Change; Rough-In for the future Grease Traps that will be needed at the restaurants.

Price Change that this substitution would make to the stated bid: (add/deduct), circle one.  
\$1,513.00 add for each.

**Substitution #2**

Title of Substitution \_\_\_\_\_

Description of Proposed Change \_\_\_\_\_

Price Change that this substitution would make to the stated bid: (add/deduct), circle one.  
\$ \_\_\_\_\_

**Substitution #3**

Title of Substitution \_\_\_\_\_

Description of Proposed Change \_\_\_\_\_

Price Change that this substitution would make to the stated bid: (add/deduct), circle one.  
\$ \_\_\_\_\_

**Storefront and Window Product Description:**

Please clarify the type of storefront and windows included in your base bid; example (bronze anodized aluminum, 2 inches frames with low e-glass.)

Bronze Anodized 2" x 4 1/2" Thermally Broken, Center Glazed Storefront System. Doors to be wide stile with 10" Bottom Rail. Glass to be 1" Overall Solarban 60 Low-E insulated.

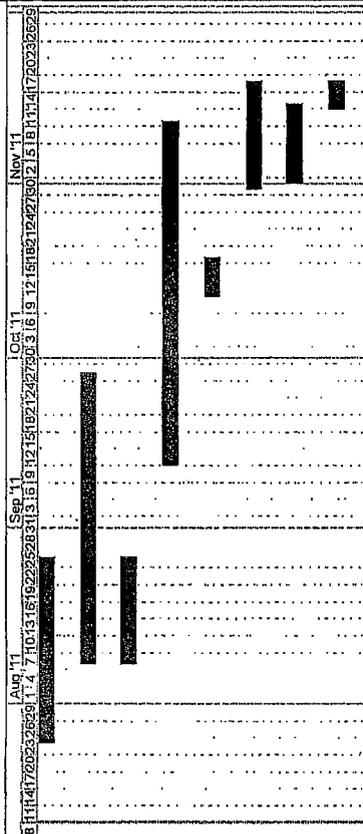
**Other Product Clarifications:** Canopy Glass is based on 9/16" tempered laminated glass installed with 4" standoff fittings.

Exhibit 3

PROJECT SCHEDULE

# LEWIS COUNTY EVENT CENTER AND SPORTS COMPLEX PHASE I

ID	Task Name	Duration	Start	Finish
1	SITE WORK	5 wks	Mon 7/25/11	Fri 8/26/11
2	FOUNDATION	7.5 wks	Mon 8/8/11	Wed 9/28/11
3	ROUGH-IN PLUMBING	3 wks	Mon 8/8/11	Fri 8/26/11
4	PRE-ENGINEERED METAL BUILDING ERECTION	9 wks	Mon 8/12/11	Fri 11/11/11
6	FILL AT SOCCER AREA	1 wk	Wed 10/12/11	Tue 10/18/11
5	STOREFRONT WINDOWS AND DOORS	3 wks	Mon 10/31/11	Fri 11/18/11
7	SITE SIDEWALKS AND RAMPS	2 wks	Tue 11/1/11	Mon 11/14/11
8	PUNCHLIST	1 wk	Mon 11/14/11	Fri 11/18/11



Mon 7/11/11

Exhibit 4

**DRAWINGS AND SPECIFICATIONS**

Contract Documents  
For Kaufman Brothers Construction Bid  
July 19, 2011

The attached documents define the scope of work included in the bids submitted by Kaufman on June 20<sup>th</sup> and on June 28<sup>th</sup> and on July 19, 2011 to the LCPDF c/o INNOVA architects. These documents are the basis for the contract between Kaufman Brothers Construction and the LCPDF.

Kaufman Bid Request – 5 Pages

Attached is a five page document containing the request for bids from Kaufman Brothers Construction. The document provides a description of the scope of work and defines the alternate bids requested. The total document has five pages and was dated June 14, 2011. Prior to Kaufman submitting their bid, INNOVA revised the bid form to be used making it 3 pages instead of two; that form was used in the final bid submittal on June 29<sup>th</sup>.

LIST OF DRAWINGS USED BY KAUFMAN TO BID THE PROJECT

A0.1	Architectural Site Plan	S0.1	Structural Notes
A1.1	Main Floor Plan	S1.1	Foundation Plan
A1.2	Mezzanine Floor Plan	S1.2	Foundation Details
A2.1	Building Elevations	S2.1	Floor Framing Plan
A2.2	Building Elevations	C1	TESC Plan
A-2.3	Building Section	C2	Storm & Grading Plan
A-3.1	Door & Window Schedule	C3	Sewer & Water Plan
		C4	Storm Notes & Details
		C5	Water Notes & Details
	5 Pages 8.5 x 11 of canopy design		
	1 Page 8.5 x 11 rendering of canopy		
	Rooftop Mechanical Unit Weight Plan		
	Topographic Survey		
	Geotechnical Report		

All documents for the above first bid request were dated June 14, 2011. After receiving the bid from Kaufman and with confirmation from Kaufman that the June 20<sup>th</sup> bids are still applicable, the LCPDF requested Kaufman review a revised sheet S1.1 dated June 28<sup>th</sup> and then provide a lump sum bid for: Base bid + floor slab + under-slab plumbing + foundations for future mezzanine. This new bid was submitted to INNOVA on June 29, 2011. Then following a board meeting with Kaufman, they were requested to coordinate the grease interceptors and add that to their final bid. This was done and all drawing dates were updated to July 19, 2011 which shall be the basis for the final bid reviewed by the board on July 19, 2011, and which will be part of the contract with Kaufman Brothers Construction.



June 14, 2011

Mike Swarthout  
Kaufman Brothers Construction  
7711 Martin Way East  
Olympia, WA 98516

Dear Mike,

This is a request for Kaufman Brothers Construction to provide a bid to act in the capacity of general contractor to build phase one of the Lewis County Event Center and Sports Complex. You previously responded to the publicly advertised RFQ/RFP for this same work and were short listed. The owner selected Drury Construction, who sub contracted with you for the metal building portion of the work. Drury has completed the design work only and has not yet started construction.

The owner now is considering terminating their contract with Drury and is considering hiring Kaufman because of their belief that by including the floor slab and integrated mezzanine, as part of the phase one work, there will be a cost savings to the owner. Your bid will either validate or refute that belief. At this time Drury is not aware of the owner soliciting this bid from you and we ask you and all your subs keep this confidential.

This request asks for a base bid as well as six alternate bids. The intent of the owner is not to contract for the base bid alone. The goal is to contract all six alternate bid items, so we ask you work as diligent as possible to provide a competitive bid for the entire package.

All requirements listed in the original RFQ/RFP apply to this contract, except the scope of work shall be as defined in this letter and the attached documents referenced here. The following pages provide an overview of the scope of work, but will be found in detail on the plans provided. This letter also contains a list of the plan documents that accompany this request.

If you have any questions about the scope of work or there appears to be discrepancies, please ask for clarification since these documents will become the basis of the contract with you if you are selected to take over this project.

Sincerely,

Paul B. McCormick PE,SE

Chief Executive Officer  
INNOVA Architects Inc.  
(253) 380-1932

*INNOVA architects Inc.* Phone (253) 572-4903 15 Oregon Avenue, Suite 204, Tacoma WA



**BID REQUESTED**

Base Bid	Building Shell – Shell Foundations – Utilities
Alternate Bid #1	Mezzanine – Mezzanine Foundations/Columns – Stairs
Alternate Bid #2	4 inch concrete slab on grade – Under slab plumbing
Alternate Bid #3	Fill for Soccer Area
Alternate Bid #4	Canopy (3) Locations
Alternate Bid #5	Site Sidewalks and Ramps
Alternate Bid #6	Temporary Mezzanine Railing

**BASE BID OVERVIEW** A detailed scope of work for each bid item is provided below.

The building you and Garco have in your current contract to Drury is the same building we are now asking you to bid as a general contractor

1. Reference the drawings provided as part of this request to determine all base bid items required. Include in your base bid to demolish the two houses currently on site, and to provide the site grading, filling and utilities shown on the attached civil drawings.
2. You may already have this warranty in your contract with Drury, but I wish to clarify it here. The metal building roof shall be a standing seem roof and the owner shall be provided a 20 year warranty.
3. The insulation in the roofs and walls shall be the same as in the current contract, including the insulation blocks.
4. Electrical conduit is not yet shown on the civil plans because the service load has not yet been determined and we don't know where the transformer will be located. Please include in your base bid to provide an electrical conduit from the transformer to the electrical room. Assume a distance of 250 feet of 8 inch electrical conduit buried.
5. Your current contract includes that the roof be able to support solar panels on the south side of the building; this will remain in the project.

Some important changes we wish to point out include:

- a. Your base bid shall include the cost to provide support for 8 basketball backstops to be supported by the building primary structure. You don't need to provide framing members to support the back stops, you simply need to design the main building frames to accommodate the additional 1500 pound weight for each of the 8 backstops that will be provided at the ends of each of the four courts shown on the floor plan.
- b. After reviewing the Garco shop drawings, we changed a few locations of the x bracing in order to not conflict with windows; see foundation plans and architectural elevations for those new locations.
- c. Your previous bid included the design to support roof top mechanical units and to provide the necessary framing for those units. This requirement will remain in the project, but the weights are now shown to be larger according to the attached sketch.
- d. Garco shall provide a plan which shows each column and contains the value of the worst load case reaction for vertical, horizontal and uplift, at each column that can be used by our engineer for the footing design.

*INNOVA architects Inc.* Phone (253) 572-4903 15 Oregon Avenue, Suite 204, Tacoma WA.



**ALTERNATE BID #1 – (MEZZANINE) - DESCRIPTION**

We request an alternate bid for the mezzanine floor, stairs, and associated columns and footings. The mezzanine floor shall be concrete on steel pan deck, over steel joists, over structural steel beams; load criteria are shown on plans. The primary floor beams and columns shall be part of the metal building package all supported by the primary frames for both vertical and lateral forces. The stairs shall be concrete filled steel pan supported by structural steel with pre-engineering provided.

You may propose a concrete thickness that you believe is most cost effective, but state that thickness in your proposal. A conceptual floor framing plan is provided, but you or Garco may chose to change the framing if you determine a more efficient method. However, if so, provide a concept of your plan with your bid.

**ALTERNATE BID #2 – (SLAB ON GRADE) - DESCRIPTION**

Provide a 4 inch concrete floor slab on grade, over 6 inches of capillary break and a 10 mil vapor barrier. Refer to geotechnical report for all under slab preparations.

As part of this alternate bid provide the required under-slab plumbing necessary to service all plumbing fixtures shown on the lower and upper floor plans, including a drain for the future restaurant facility on the second floor. You will need to include in your bid any work associated with obtaining the plumbing permit including the permit fee. Cleanouts shall be provided every 100 LF and at turns.

**ALTERNATE BID #3 – (FILL AT SOCCER AREA) - DESCRIPTION**

The soccer area defined on the floor plans to be between grids 1 and 2 currently has grades that are below the finished floor elevation of the proposed concrete floor in the rest of the facility. In phase two the soccer area will be provided with an artificial turf which will be comprised of three inches of material.

For alternate bid #3 provide the cost to fill the soccer area with compacted structural fill to an elevation 3 inches below the finish floor elevation. Provide that surface smooth and rolled ready to receive the turf section.

**ALTERNATE BID #4 – (Canopies and Entry Wall) - DESCRIPTION**

For alternate bid #4 provide the cost to provide three canopies as detailed in the attached 8.5 x 11 pages 1-5 and attached 3-d rendering. The front entrance includes a Dryvit wall system as well, and you will need to include all associated flashing costs. The smaller canopies on the north and south side of the building shall be provided with similar look and construction but of half size scale for all the member sizes, and will have no dryvit wall. Your alternate bid shall include the price for all three canopies, and dryvit wall system, including the metal building structural supports necessary to support the canopies.

**ALTERNATE BID #5 – (Sidewalks and Site Ramps) - DESCRIPTION**

For alternate #5 provide the site sidewalks and ramps shown on the architectural site plan and exterior building elevations. This shall include the cost of providing the railings to the two ramps on the south side of the building.

**ALTERNATE BID #6 – (Temporary Railing at Mezzanine) - DESCRIPTION**

Since we have not yet determined the specifications for the final railing to be installed around the perimeter of the mezzanine, your mezzanine bid for alternate #1 may exclude that railing. But we request an alternate bid #6 to install a temporary guard rail or fencing to protect against a person falling off the mezzanine.

*INNOVA architects Inc.* Phone (253) 572-4903 15 Oregon Avenue, Suite 204, Tacoma WA



## EXCLUSIONS

Your proposal may exclude:

1. Permit fees for building permit, site permit, utility permits plan review fees, sewer and water hookup fees. You shall include the cost for you to obtain temporary power required during construction.
2. Design and engineering for the foundations since that is provided by INNOVA. However, your alternate bids shall include the engineering work associated with the mezzanine floor structural design, and canopy structures.
3. All interior finishes, electrical, fire sprinkler, heating/HVAC, and lighting.
4. Site Landscaping

## LIST OF DRAWINGS – Dated June 14, 2011

A0.1	Architectural Site Plan	S0.1	Structural Notes
A1.1	Main Floor Plan	S1.1	Foundation Plan
A1.2	Mezzanine Floor Plan	S1.2	Foundation Details
A2.1	Building Elevations	S2.1	Floor Framing Plan
A2.2	Building Elevations	C1	TESC Plan
A-2.3	Building Section	C2	Storm & Grading Plan
A-3.1	Door & Window Schedule	C3	Sewer & Water Plan
		C4	Storm Notes & Details
		C5	Water Notes & Details

5 Pages 8.5 x 11 of canopy design

1 Page 8.5 x 11 rendering of canopy

Rooftop Mechanical Unit Weight Plan

Topographic Survey

Geotechnical Report

Please use the attached bid summary sheet to summarize your bid; you may provide back up support data if you wish. Submit your response by 5 PM Monday June 20<sup>th</sup> to Paul McCormick at INNOVA.architects Inc.

Sincerely,

Paul B. McCormick PE, SE

Chief Executive Officer

INNOVA architects Inc.

(253) 380-1932



**BID SUMMARY SHEET**

Company Name: \_\_\_\_\_

Individual submitting this bid: \_\_\_\_\_

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

BID REQUESTED	DESCRIPTION	BID AMOUNT
Base Bid	Building Shell – Shell Foundations – Utilities	
Alternate Bid #1	Mezzanine – Mezzanine Foundations/Columns – Stairs	
Alternate Bid #2	4 inch concrete slab on grade – Under slab plumbing	
Alternate Bid #3	Fill for Soccer Area	
Alternate Bid #4	Canopy (3) Locations	
Alternate Bid #5	Site Sidewalks and Ramps	
Alternate Bid #6	Temporary Mezzanine Railing	

Grand Total if all (6) alternate bids chosen: \_\_\_\_\_ Grand Total: \_\_\_\_\_

Bids shown may exclude WSST.

Amount in Base Bid for Temporary Railing around Mezzanine \_\_\_\_\_  
(This is the amount of the base bid that could be deducted if no temporary railing is needed)