

ADDENDUM #2

Project: Bingham Park Building Relocation

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

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

Date Issued: 05/29/09

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

This addendum forms a part of the Contract Documents and modifies the Contract Drawings and Project Manual dated 04/27/09. Acknowledge receipt of this addendum on the Bid Proposal. Failure to do so may subject the bidder to be disqualified. This addendum consists of two (2) pages.

ITEM 1

There was no one in attendance at the 05/26/09 Pre-Bid Meeting.

ITEM 2

PROJECT MANUAL, page 2, PREBID MEETINGS:

DELETE: Attendance at one of these Pre-Bid Meetings is mandatory for all contractors wishing to submit a bid.

ITEM 3

Add the Following General Contractor to the list of bidders:

KB Specialties Inc. (360) 395-8993 kbspecialtiesinc@aol.com

ITEM 4

An Asbestos Survey has been completed.
None of the samples were found to contain more than 1% asbestos.
(copy attached to e-mail)

ITEM 5

Bidder will be required to execute the Addendum To Construction Agreement
(copy attached to e-mail)

CC: All Plan Holder's, and All in Attendance at the Pre-Bid Meeting 05/18/09, Mayor Mike Anderson

This concludes Addendum #1.

ADDENDUM TO CONSTRUCTION AGREEMENT

Project Name: BINGHAM PARK LODGE

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the “City”); and _____, (hereinafter the “Contractor”) hereby agree that the following amends and becomes a part of the contract between the City and the Contractor for the Bingham Park Lodge Project:

I. GENERAL REQUIREMENTS:

A. **Business License:** A City Business and Occupation License is required, and Contractor is responsible for payment of the taxes imposed thereunder.

B. **Taxes:** Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

C. **Bonding Requirements:** The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

- 1. Bid Bond: 5%, if the work is subject to bid procedures;
- 2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor’s option, retainage of 50% will be held until releasable under RCW 39.08.010.

D. **Insurance:** Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts and in the form acceptable to the city, and to provide a Certificate of Insurance to this effect.

E. **Washington State Department of Retirement Systems.** Have you retired under the 2008 early retirement factors? Yes No N/A

II. PAYMENT

A. The maximum payable hereunder is \$_____

B. The Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices are submitted to the Project Architect for approval prior to payment. No final payment shall be made until the project is accepted by the City.

C. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.

D. Retainage will be administered in accordance with RCW 60.28.010(1); retainage agreement attached.

EXECUTED, this the _____ day of _____, 200____, for the

Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 200____, for the
CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: **BINGHAM PARK LODGE**

DATE: _____

Pursuant to Chapter 60.28 RCW, 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 City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your 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 City will deposit retainage checks 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 City 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 monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve 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 City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-
WOOLLEY:**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. **Bond-in-Lieu:** With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____

Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, 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 City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check 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 / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect 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 warrant or check 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 City. 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. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City 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 City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change 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.

4. In the event the City 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 City.

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 City 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 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 interest of this escrow or any modifications 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 litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City 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 not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City 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 if any default or any other matter, not bound by nor required 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 of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

PHILLIPS ENVIRONMENTAL SERVICES

29354 BACUS RD.
SEDRO WOOLLEY, WA 98284

360-854-7900

FAX 360-854-7731

May 22, 2009

Survey No. 09085

City of Sedro Woolley
Public Lands Division
325 Metcalf St.
Sedro Woolley, WA 98284
360-661-6492

RE: **Asbestos Survey: 301 Washington St., Sedro Woolley, WA**

On May 21, 2009, I inspected a commercial building located at the above referenced address for the purpose of determining the presence or absence of building materials that might contain asbestos.

Title 40 Code of Federal Regulations (40 CFR), subpart M, section 61.141, established the allowable limit of asbestos in building materials at 1% by weight. Materials containing more than 1% asbestos are regulated and must be handled in accordance with Federal, State, and Local regulations.

Surveys are based on 'visible and accessible materials' and although reasonable effort was made to locate and test all suspect materials, some suspect materials may remain hidden in walls or below floor underlayment or other areas until demolition or renovation work makes them accessible. If other suspect materials are discovered during the course of demolition or remodel activities they will require testing prior to continuing work.

Eleven bulk samples were collected and subsequently analyzed for asbestos content by Polarized Light Microscopy with Stain Dispersion. **None of the samples were found to contain more than 1% asbestos.**

This letter along with the attached material list and lab report will comprise the 'Asbestos Survey'. Please call us if you have any questions.

Sincerely,



Dave B. Phillips
ASHERA Bldg. Insp.
Cert.# 09-0037 (expires 1-7-10)

enclosure

PHILLIPS ENVIRONMENTAL SERVICES

29354 BACUS RD.
SEDRO WOOLLEY, WA 98284

360-854-7900

FAX 360-854-7731

Client: City of Sedro Woolley
Public Lands Division
325 Metcalf St.
Sedro Woolley, WA 98284
360-661-6492

Asbestos Survey - 301 Washington St.
Sedro Woolley, WA

Survey #: 09085

Survey date: 5-21-09

Homogeneous Material List

Material # & Description	Location (homog. area)	Type	Friab	Cond	Qty.	Sample # & Location	Asbestos
1 Vinyl tile & mastic	West end floor	Misc	N	F		1 West end floor	N/D
2 Vinyl tile & mastic	East end floor (under ceramic tiles)	Misc	N	F		2 East end floor	N/D
3 Ceramic tile grout	East end floor	Misc	N	F		3 East end floor	N/D
4 Drywall & texture	Walls	Surf	N	F		4a North wall	N/D
						4b South wall	N/D
						4c West wall	N/D
5 Mastic	West end behind plastic panels	Misc	N	F		5 West end behind plastic panels	N/D
6 Mastic	SE corner behind paneling	Misc	N	F		6 SE corner behind paneling	N/D
7 Acoustical tiles	West end on top of exhaust hood	Misc	N	F		7 West end on top of exhaust hood	N/D
8 Cove base & mastic	West end cove base	Misc	N	F		8 West end cove base	N/D
9 Asphalt torch-down membrane	Roof	Misc	N	F		9 Roof, center	N/D

N/D = None Detected

N/T = Not Tested - previous sample tested positive

Quantities shown are approximate - field verification recommended

Note: Friability assessments were made on these materials in their present undisturbed condition, damage or disturbance of any kind may cause some non-friable materials to become friable.

PHILLIPS ENVIRONMENTAL SERVICES

29354 BACUS RD.
SEDRO WOOLLEY, WA 98284

360-854-7900

American Industrial Hygiene Association Lab I.D. # 102950

FAX 360-854-7731

ASBESTOS BULK SAMPLE ANALYSIS

Client Name: City of Sedro Woolley
Public Lands Division
325 Metcalf St.
Sedro Woolley, WA 98284
360-661-6492

Survey #: 09085

Source of Samples: 301 Washington St., Sedro Woolley, WA

Date Rec'd: 5-21-09

Analytical Method: Polarized Light Microscopy with Dispersion Staining (PLM-DS Method)

Sample #: 1		Lab No.: 45403	Location: West end floor		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 2	Off white vinyl tile	Vinyl/Binder	Cellulose trace	None detected	
Layer 2 of 2	Black mastic	mastic/binder/fine particles	Cellulose trace	None detected	

Sample #: 2		Lab No.: 45404	Location: East end floor (under ceramic tile)		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 3	Off white vinyl tile	Vinyl/Binder	Cellulose trace	None detected	
Layer 2 of 3	Yellow mastic	mastic/binder/fine particles	Cellulose trace	None detected	
Layer 3 of 3	White leveling compound	Binder/fine particles	Cellulose 2%	None detected	

Sample #: 3		Lab No.: 45406	Location: East end floor, ceramic tile grout		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 1	Blue mortar-like material	Binder/fine particles	Cellulose trace	None detected	

Sample #: 4a		Lab No.: 45407	Location: North wall		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 2	White compacted powdery material	Binder/fine particles	Cellulose trace	None detected	
Layer 2 of 2	White chalky material w/paper	Gypsum/fine particles	Cellulose 20%	None detected	

Sample #: 4b		Lab No.: 45408	Location: South wall		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 2	White compacted powdery material	Binder/fine particles	Cellulose trace	None detected	
Layer 2 of 2	White chalky material w/paper	Gypsum/fine particles	Cellulose 20%	None detected	

Sample #: 4c		Lab No.: 45409	Location: West wall		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 2	White compacted powdery material	Binder/fine particles	Cellulose trace	None detected	
Layer 2 of 2	White chalky material w/paper	Gypsum/fine particles	Cellulose 20%	None detected	

Sample #: 5		Lab No.: 45410	Location: West end, mastic behind plastic panels		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 1	Tan mastic	mastic/binder/fine particles	Cellulose trace	None detected	

Analyst: 

Dave B. Phillips

Date: 5-22-09

Samples retained for 2 weeks unless otherwise requested in writing.

Lab results are completely confidential. Written permission is required to release results to another party.

PHILLIPS ENVIRONMENTAL SERVICES

29354 BACUS RD.

SEDRO WOOLLEY, WA 98284

360-854-7900

American Industrial Hygiene Association Lab I.D. # 102950

FAX 360-854-7731

ASBESTOS BULK SAMPLE ANALYSIS

Sample #: 6		Lab No.: 45411	Location: SE corner, mastic behind paneling		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 1	Tan mastic	mastic/binder/fine particles	Cellulose trace	None detected	

Sample #: 7		Lab No.: 45412	Location: West end, acoustical tiles lying on top of exhaust hood		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 1	Grey acoustical tile	Binder, fine particles/perlite	Cellulose 40%, Glass 20%	None detected	

Sample #: 8		Lab No.: 45413	Location: West end cove base		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 2	Grey rubbery vinyl	Vinyl/Binder	Cellulose trace	None detected	
Layer 2 of 2	Tan mastic	mastic/binder/fine particles	Cellulose trace	None detected	

Sample #: 9		Lab No.: 45414	Location: Roof		
Layers	Description:	Non-Fibrous Material:	Other Fibrous Mat'l: %	Asbestos Type: %	
Layer 1 of 1	Asphalt 'torch-down' roof membrane	Binder/asphalt	Synthetic 20%	None detected	

Analyst:


 Dave B. Phillips

Date: 5-22-09

Samples retained for 2 weeks unless otherwise requested in writing.

Lab results are completely confidential. Written permission is required to release results to another party.