

**RESOLUTION NO. 3214**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACTOR SERVICES AGREEMENT WITH A C E IMPROVEMENTS TO PROVIDE INSTALLATION OF FLOORING AT THE OLD PUBLIC WORKS MODULAR.**

**WHEREAS**, the flooring in the Modular is currently damaged from 16 years of heavy use from being the Public Works offices as well as the lunch and meeting room; and

**WHEREAS**, the flooring needs to be replaced due to wear and trip hazards so that the space can continued to be utilized; and


**WHEREAS**, Staff obtained three quotes with the lowest quote being A C E Improvements: in the amount of 11,446.04 including tax; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:**

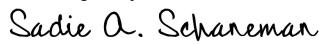
**Section 1. Authorization of Contract.** The Mayor is authorized to sign the attached contract with A C E Improvements in the amount of \$11,446.04 including tax for Flooring services at the Old Public Works Modular.

**Section 2. Transfer of Funds Authorized.** The Mayor is authorized to direct City staff to transfer \$11,446.04 from the Public Safety Building Duct Cleaning Project

**PASSED by the City Council this 11th day of June, 2024.**

DocuSigned by:  
  
339AD7C13E9E492...  
Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:  
  
975A05C652D704C6...  
Sadie A. Schaneman, CMC, City Clerk

City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Agenda Item Type:</b> Resolution	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB24-50 & R24-50	
<b>Department/Division Submitting:</b> Public Works Operations	<b>Presenter:</b> Lance Johnson/Jason Sullivan	<b>City Strategic Goal Category:</b>

**Agenda Subject:** Modular Flooring.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contractor Services Agreement With A C E Improvements To Provide Installation of Flooring At The Old Public Works Modular.

**Administrative Recommendation:** Approve.

**Background Summary (Use a memo to write a full history):** The Flooring In The Modular Is Currently Damaged From 16 Years Of Heavy Use As The Public Works Offices As Well As The Lunch And Meeting Room. With The Possibility Of The Historical Society Moving Into The Facility Or To Utilize The Space For Other City Uses (i.e. Training Space, Heating/ Cooling Center, etc.) The Flooring Needs To Be Replaced Due To Wear And Trip Hazards. Staff Obtained Three Quotes With The Lowest Quote Being A C E Improvements.

**Attachments:** Resolution 24-50, Contractor Services Agreement, A C E Improvements Quote.

<b>BUDGET INFORMATION</b>			
Budgeted Amount	Current Balance	Expenditure Amount Needed	Budgeted Balance Difference
\$0.00		\$11,446.04	
<b>Budget Explanation:</b> This Expense Was Not Included In The 2023/2024 Budget. Staff Propose Using The \$50,000 Public Safety Building Duct Cleaning Budgeted Amount.			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>						
<b>Public Hearing Date:</b>		<b>Name Of Committee/Commission Public Hearing Was Done At:</b> Finance				
Date & Name Of Committee/ Commission Meeting	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Committee Full Issues	Council Full Issues	Chair's Signature For Approval Of Next Steps
Date: 5/28/2024 Name: Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
<b>Hearing Examiner Review:</b>						

<b>COUNCIL ACTION</b>	
Workshop Date(s): Meeting Date(s): 6/11/2024	Public Hearing Date(s): Tabled To:

<b>APPROVALS</b>		
<b>Department Director:</b> Jason Sullivan	<b>Mayor:</b> Terry Carter	<b>Date Reviewed By City Attorney (if applicable):</b>

**CITY OF BONNEY LAKE AGREEMENT FOR CONTRACTOR SERVICES  
MODULAR FLOORING**

**THIS AGREEMENT** is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and A C E Improvements organized under the laws of the State of Washington, located and doing business at PO Box 956, Auburn Washington 98071 (hereinafter the “**Contractor**”).

**RECITALS:**

**WHEREAS**, the City has determined the need to have certain services performed for its residents but does not have the manpower, resources, or expertise to perform such services; and

**WHEREAS**, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; and

**WHEREAS**, the City has complied with all applicable public bidding laws for obtaining these services;

**NOW, THEREFORE**, in consideration of the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

**AGREEMENT:**

**1. Scope and Schedule of Services to be Performed by Contractor.** Contractor shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

Contractor acknowledges and understands that it is not or may not be the City’s exclusive provider of these services, and that the City maintains its unqualified right to obtain these services through other sources. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

**2. Time of Completion.** Upon the effective date of this Agreement, Contractor shall complete the work and provide all goods, materials, and services within mutually agreed upon timeframe that is also reasonable and commiserate with the type and scope of work.

**3. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit “B,” attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed Eleven Thousand Four Hundred and Forty Seven Dollars (\$11,447.00), including applicable Washington

State Sales Tax, for the services contemplated in this Agreement. Unless the City objects, the City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval.

If the City objects to all or any portion of an invoice, it shall notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

3.1 *Defective or Unauthorized Work.* The City reserves its right to withhold payment from Contractor for any defective or unauthorized goods, materials, or services. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. “Additional costs” shall mean all reasonable costs, including legal costs and attorneys’ fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

3.2 *Final Payment: Waiver of Claims.* CONTRACTOR’S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. **Prevailing Wages.** Contractor shall file a “Statement of Intent to Pay Prevailing Wages,” with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions.

5. **Changes.** The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Contractor determines, for any reason, that an amendment is necessary, Contractor must submit a written amendment request to the person listed in the Notice Section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor’s costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Contractor fails to require an amendment within the time allowed, the Contractor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the amended work; however, the Contractor may elect to protest the adjustment as provided in the Claims Section below.

The Contractor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this Section provides. An amendment that is accepted by Contractor as provided in this Section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

**6. Claims.** If the Contractor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this Section. The Contractor shall give written notice to the City, using address in the “Notice” section of this Agreement, of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor’s written claim shall include the information set forth in subsections 6.1, items “A” through “E” below.

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

6.1 *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

- A. The date of the Contractor’s claim;
- B. The nature and circumstances that caused the claim;
- C. The provisions in this Agreement that support the claim;
- D. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
- E. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

6.2 *Records.* The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor’s records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this Section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an

invalid protest.

- 6.3 *Contractor's Duty to Complete Protested Work.* In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials, and services required by the City under this Agreement.
- 6.4 *Failure to Protest Constitutes Waiver.* By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- 6.5 *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this Section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**7. Limitation of Actions.** CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**8. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending upon completion unless sooner terminated under the provisions hereinafter specified. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

**9. Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or sub-contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative, or sub-contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

**10. Indemnification.** Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

The provisions of this Section shall survive the expiration or termination of this Agreement.

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

11.1 *Minimum Scope of Insurance.* Contractor shall obtain insurance of the type described below:

- A. Commercial General Liability ("CGL") insurance shall be written on ISO occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Contractor's Commercial General Liability Insurance policy using ISO Additional Insured-Contractors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage. CGL insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, and a \$2,000,000 products liability aggregate limit. Contractor's CGL insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- B. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. If necessary, the policy shall be endorsed to provide contractual liability coverage.

C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

11.3 *Verification of Coverage.* Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before goods, materials or supplies will be accepted by the City.

11.4 *Failure to Maintain Insurance.* Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

11.5 *No Limitation.* Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**12. Record Keeping and Reporting.**

12.1 The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

12.2 These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

**13. City's Right of Inspection and Audit.**

13.1 Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the



performance of such operations.

- 13.2 The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

**14. Contractor to Maintain Records to Support Independent Contractor Status.**

On the effective date of this Agreement (or shortly thereafter), the Contractor shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Contractor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Contractor under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

**15. Work Performed at the Contractor's Risk.** The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

**16. Termination.**

- 16.1 The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City.
- 16.2 In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- 16.3 This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.
- 16.4 The Contractor reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.
- 16.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**17. Force Majeure.** Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a “**Force Majeure**”), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party’s performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party’s performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure, or such claim shall be waived for any period in which notice was due.

**18. Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

**19. Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City. Any assignment made without the prior approval of the City is void.

**20. Employment of State Retirees.** The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees’ providing services to the City or any of the Contractor’s owners retired using the 2008 ERFs and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a

pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

**21. Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**22. Compliance with Laws.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

**23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**24. Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Bonney Lake shall be send to the following address:

City Clerk  
City of Bonney Lake  
9002 Main Street E., Ste 300  
Bonney Lake WA 98391

Notices to the Contractor shall be sent to the following address:

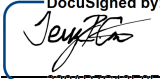
A C E Improvements  
Attn: James Testa  
PO Box 956  
Auburn WA 98071  
Phone No.: 253-486-7557  
Email: aceimprovements@yahoo.com

**25. Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

**26. Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

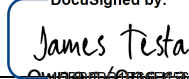
**IN WITNESS WHEREOF,** the City and the Contractor have executed this Agreement as of the dates listed below.

**CITY OF BONNEY LAKE**

DocuSigned by:  
  
339AD7C13E9E492...  
Terry Carter, Mayor

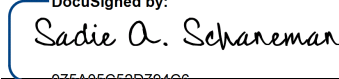
Date: 6/12/2024 | 11:58 AM PDT

**A C E IMPROVEMENTS**

DocuSigned by:  
  
By James Testa  
Owner/Operator  
Title

Date: 6/13/2024 | 6:05 PM PDT

**ATTEST**

DocuSigned by:  
  
975A05C52D794C6...  
Sadie A. Schaneman, CMC  
City Clerk

**APPROVED AS TO FORM**

DocuSigned by:  
  
3CCD924BC20444F...  
Jennifer S. Robertson, City Attorney

**Attachments:  
Exhibit A & B**



# ESTIMATE

# EST-000429

**A C E Improvements**

PO Box 956  
 Auburn Washington 98071  
 U.S.A

Bill To

**City of Bonney Lake**

9002 Main St. E  
 Bonney Lake  
 98391 WA

Estimate Date : 15 Apr 2024

Item & Description	Qty	Rate	Amount
<b>Demolition</b> Demolition - Removal and disposal of project materials  -Carpet, vinyl flooring, rubber baseboards, adhesive residues	1.00	1.00	1.00
<b>Flooring</b> Specified Flooring Work - Offices & Common area  Carpet Tile- Commercial low-pile, Stain resistant flooring tiles Adhesives application	1.00	1.00	1.00
<b>Installation</b> Installation of specified material- Rubber baseboards  4" vinyl baseboard roll trim -complementary color to flooring selection	1.00	1.00	1.00
<b>Project Totals</b> Complete Project Total	1.00	10,450.00	10,450.00
		Sub Total	10,453.00
		1702 - Auburn (9.5%)	993.04
		<b>Total</b>	<b>\$11,446.04</b>

**Terms & Conditions**

Available start date: 5/6/24  
 Project Duration- approx. 1 week  
 Work to be performed during business hours  
 9 AM to 6 PM

\*Materials deposit may be required on order

Balance due on completion

\*Compliance with all state and county wage and insurance requirements i.e. prevailing wage, Ini, etc.