

Community Development Committee Meeting

August 4, 2026
4:30 PM



<http://www.bonneylake.gov/>

AGENDA

Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

The public is invited to attend Community Development Committee Meetings. Options for attending are provided below.

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 1-323-792-6234 (Meeting ID: 576 517 451#)

By internet: Chrome- [TEAMS Meeting Link](#) (Meeting ID: 272 334 403 013 80)

All public online cameras and microphones will be disabled except during citizen comments. Only staff and presenters will be visible and unmuted during the entire meeting.

I. Call to Order

II. Community Development Committee Roll Call

Councilmember Fullerton, Councilmember McClimans, and Councilmember Rock.

III. Agenda Modifications

IV. Approval of Minutes

A. **Approval of Minutes:** July 07, 2026, Community Development Committee Meeting Minutes.

V. Department Reports/Presentations

VI. Items for Discussion/Action

- A. **AB26-61** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of Contract To Creative Roof Solutions For The Bonney Lake Police Department Roofing Project.
- B. **AB26-65** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of Contract To National Facility Contractors For The Bonney Lake Police Department Flooring Project.

VII. Open Committee Discussion

VIII. Public Comments

Public comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. All who comment will be asked to state their name for the meeting record.

IX. Adjournment

Anything submitted at the Meeting will be added to the end of the packet the next day.

The City of Bonney Lake does not discriminate on the basis of disability, race, color, or national origin in its programs, services, or activities. If you need language assistance, translation, or an auxiliary aid, service, or policy modification to fully participate, please [email the City Clerk's Office](#) or call at 253-862-8062 (TTY 711) at least 5 business days before the event; later requests will be honored when feasible.

Community Development Committee Meeting

July 7, 2026

4:30 PM

Minutes



<http://www.bonneylake.gov/>

I. Call to Order

Chair Fullerton, called the meeting to order at 4:30 p.m.

II. Community Development Committee Roll Call

Elected officials attending were: Chair Gwendolyn Fullerton, Councilmember Kelly McClimans, and Councilmember Brittany Rock.

Staff members in attendance at the physical location were Mayor Terry Carter, Administrative Services Director Chuck McEwen, Public Services Director Jason Sullivan, City Engineer Ken Gill, Development Services Manager Lauren Balisky, and Administrative Specialist II Debbie McDonald.

III. Agenda Modifications

None.

IV. Approval of Minutes

A. Approval of Minutes: June 02, 2026 Community Development Committee Meeting Minutes

Minutes from the June 2, 2026, Community Development Committee Meeting were approved with no corrections.

V. Department Reports/Presentations

None.

VI. Items for Discussion/Action

A.

An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Regarding Local Amendments To The International Building Code And International Residential Code; Repealing Subsections 15.04.082.Q, 15.04.083.E, And 15.04.083.Q Of The Bonney Lake Municipal Code To Remove The Local Amendments For Residential Accessory Structures And Fire Separation

Requirements Between Garages And Dwelling Units; Providing For Severability And Corrections; And Establishing An Effective Date.

Development Services Manager Balisky gave an overview of the Repealing of Local Amendments for Residential Accessory Structures and Fire Separation Requirements. The Committee discussed and shared their concerns, including:

- Making it less restrictive.
- Will not need double Sheetrock.

The Committee agreed to place on consent agenda for August 18, 2026.

- B. **AB26-50** - A Resolution Of The City Council Of The City of Bonney Lake, Pierce County, Washington, Adopting The Six-Year Transportation Improvement Program (2027-2033)

City Engineer Gill gave an overview of The Six-Year Transportation Improvement Program. The Committee discussed and shared their concerns, including:

- When does the roundabout project start.
- Appreciated how it was presented.

The Committee agreed to place it on the Workshop agenda for August 11, 2026.

VII. Open Committee Discussion

- A. Battery Energy Storage System (BESS) Facilities

Community Services Manager Balinsky gave an overview of the Battery Energy Storage System Facilities. The Committee discussed and shared their concerns, including:

- Is there a good location to put this kind of facility?
- Updating their old equipment.
- What kind of batteries are being stored.
- A lot of unanswered questions.
- Not getting answers for Puget Sound Energy.
- Let other City's try it out first.
- Would this affect businesses in the future.

The Committee agreed to move forward with Option 1, which is to prepare a permanent ordinance that prohibits commercial, industrial, or utility-scale Battery Energy Storage Systems (BESS).

VIII. Public Comments

None.

IX. Adjournment

At 5:42 p.m. the Community Development Committee Meeting was adjourned by Councilmember Gwendolyn Fullerton with the common consent of the Committee.

Debbie McDonald, Administrative
Specialist II

Councilmember Gwendolyn Fullerton,
Chair

Items presented at the July 7, 2026 Community Development Committee Meeting for the record: None.

City of Bonney Lake, Washington
Community Development Committee Agenda Bill (AB)

Agenda Bill Number:	AB26-61 -
Agenda Item Type:	Motion
Presenter:	Andrew Fonda, Assistant City Engineer
City Strategic Goal Category:	None
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Public Services

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of Contract To Creative Roof Solutions For The Bonney Lake Police Department Roofing Project.

Short Background Summary:

The Public Safety Building's roof is thirty four years old and needs replacement to prevent further water leaks and potential disruption to police operations and emergency communications. City staff reached out to four architectural / engineering firms for an estimate of services to develop plans and specifications to advertise the roof project. Innova Architects was selected and provided a scope and fee to prepare the bid documents. The City opened seven bids on July 9, 2026 and the responsible and responsive low bidder was determined to be Creative Roof Solutions in the amount of \$169,270.58 which includes sales tax. The total construction approval request is the responsive low bid amount of \$169,270.58.

Budget Explanation:

\$750,000 was budgeted for Police Department Improvements in the amended 2025/2026 budget that included roofing. There is \$618,694.31 remaining. The bid amount of \$169,270.58 will be paid from this balance. Remaining funding will be \$449,423.73.

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Community Development Committee

Date of Committee/Commission/Examiner Meeting: 8/4/2026

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

Date of Council Public Hearing

8/11/2026

City of Bonney Lake

Bid Tabulation

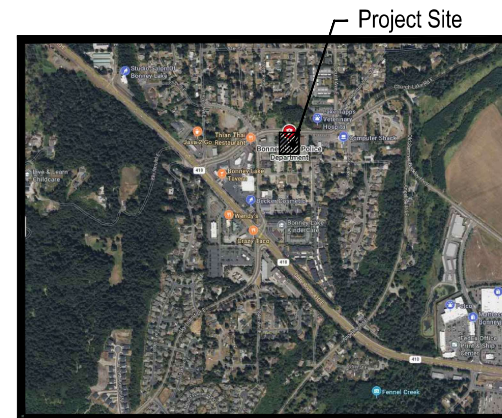
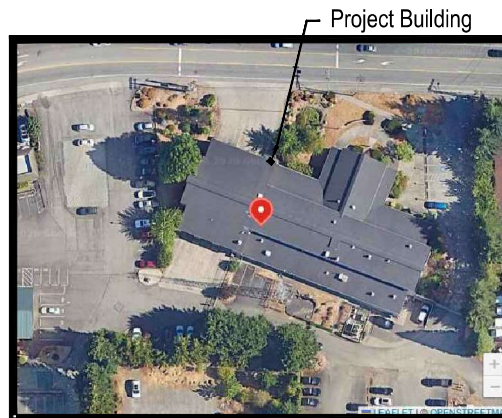
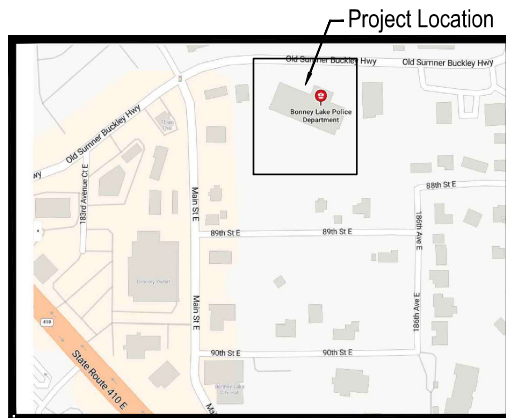
Police Department Roof Replacement

7/9/2026

				Apparent Low							
				ENG EST	Creative Roof Solutions	True Colors Contracting	True Shield Roofing	Broussard Roofing	Kbuilt LLC	Cascade Industrial	Topside Roofing
Bid Item	Description	Qty	Unit	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
1	Minor Change Force Account	1	LS	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
2	Roofing replacement, in kind and removal/demolition of existing as shown on the drawings and as specified created by INNOVA Architects dated May 8, 2026.	1	LS	\$ 270,000	\$ 144,500	\$ 155,000	\$ 194,000	\$ 223,947	\$ 229,314	\$ 248,919	\$ 269,181
3	Remove and replace one 32SF sheet of plywood sheeting on roof with the same thickness, material and span rating.	1	EA	\$ 140	\$ 85.00	\$ 90	\$ 96	\$ 300.00	\$ 75	\$ 166	\$ 125
Subtotal - Base Bid (Items 1-3)				\$ 280,140	\$ 154,585	\$ 165,090	\$ 204,096	\$ 234,247	\$ 239,389	\$ 259,085	\$ 279,306
WA State Sales Tax (9.5%)				\$ 26,613	\$ 14,686	\$ 15,684	\$ 19,389	\$ 22,253	\$ 22,742	\$ 24,613	\$ 26,534
Total Bid Construction Cost				\$ 306,753	\$ 169,271	\$ 180,774	\$ 223,485	\$ 256,500	\$ 262,131	\$ 283,698	\$ 305,840

BONNEY LAKE POLICE DEPARTMENT ROOFING AND FLOORING

18421 Veterans Memorial Drive E; Bonney Lake, WA 98391



PROJECT INFORMATION, CITY OF BONNEY LAKE, WA

Location:
18421 VETERANS MEMORIAL DRIVE E
BONNEY LAKE, WA 98391

Parcel(s): 564000-1362

Proposed roofing replacement, in kind, and removal/demolition of existing as indicated on drawings. Proposed finish flooring replacement and base, in kind, and removal/demolition of existing as indicated on drawings. Existing interior stair treads to remain. Rooms indicated as N.I.C. have no work.

NO CHANGE TO EXISTING SF or FOOTPRINT

CONTACT DATA

OWNER: CITY OF BONNEY LAKE
BONNEY LAKE, WA 983891
CONTACT: KEN GILL, CITY ENGINEER
TEL: 253.447.4336
EMAIL: GillK@bonneylake.gov

ARCHITECT: INNOVA ARCHITECTS
950 PACIFIC AVENUE, SUITE 450
TACOMA, WA 98402
CONTACT: SCOTT SALADIS, AIA
TEL: 253.572.4903
EMAIL: SSaladis@INNOVAarchitects.com

SHEET INDEX

CS COVER SHEET

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A1.2 SECOND FLOOR PLAN

A2.1 ROOF PLAN - OVERALL EXISTING CONDITIONS
A2.2 ROOF PLAN - DETAILED EXISTING CONDITIONS
A2.3 ROOF PLAN - DETAILS NEW WORK
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A3.4 PHOTOS OVERALL EXISTING CONDITIONS
A3.5 PHOTOS OVERALL EXISTING CONDITIONS
A3.6 PHOTOS OVERALL EXISTING CONDITIONS

A4.1 ROOF - NEW DETAILS
A4.2 ROOF - NEW DETAILS
A4.3 ROOF MANUFACTURER DETAILS

A5.1 NOT USED

A6.1 FIRST FLOOR FINISH FLOORING PLAN AND PARTIAL BASEMENT FINISH FLOORING PLAN
A6.2 SECOND FLOOR FINISH FLOORING PLAN
A6.3 FINISH SCHEDULE AND LEGEND
a6.4 FINISH DETAILS

A7.1 FLOORING FINISHES BOARD



950 Pacific Avenue, Suite 450
Tacoma, WA 98402
253-572-4903

Project Title:

Bonney Lake Police
Department Renovation
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

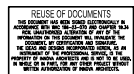
City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:

26-026

Issue Set and Date:

BID SET
7 MAY 2026



Revisions:

Revisions:

Revisions:

Revisions:

Revisions:

Revisions:

COVER SHEET

Designed by: P McCormick

Drawn by: S Phillips

Checked by: S Saladis

Sheet Number:

CS

of Sheets



EXISTING CONDITION

51



EXISTING CONDITION

52



EXISTING CONDITION

53



EXISTING CONDITION

54



EXISTING CONDITION

55



EXISTING CONDITION

56



EXISTING CONDITION

57



EXISTING CONDITION

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EXISTING CONDITION

59



EXISTING CONDITION

60



EXISTING CONDITION

61



EXISTING CONDITION

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Project Title:

Bonney Lake Police
Department Renovation
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
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Revisions:

Revisions:

Sheet Title:

PHOTOS OVERALL
EXISTING CONDITIONS

Designed by: P McCormick

Drawn by: S Phillips

Checked by: S Salas

Sheet Number:

A3.5
of Sheets

CITY OF BONNEY LAKE CONSTRUCTION CONTRACT

THIS AGREEMENT, is made and entered into this 11th day of August 2026 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the “**Owner**” and Creative Roof Solutions LLC, hereinafter referred to as the “**Contractor**.”

RECITALS:

WHEREAS, the Owner desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the work, services and/or tasks set forth in this Agreement; and

WHEREAS the Owner caused to be prepared certain plans and specifications described as the Contract Documents; and

WHEREAS, the Contractor did on the 7th day of July 2026, file with the Owner a proposal to construct said work according to the Contract Document and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

WHEREAS, the Contract Documents fully and accurately describe the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

AGREEMENT:

- 1. Contract Documents.** The Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof complete the Work described in the Contract Documents for the Project, the furnishing of all materials and equipment necessary for full performance thereof, as identified and designated as Contractor responsibilities throughout this Agreement, the Contract Documents, and as detailed in the plans and specifications described as Police Department Roof Replacement.

The following documents are collectively referred to as the “Contract” and/or “Contract Documents”:

- 1.1 This Agreement signed by the City and the Contractor;
- 1.2 Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the most current edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;

- 1.3 The General Conditions as included in the Bid Documents;
- 1.4 The attached Special Provisions, Plans, and Specifications as included in the Bid Documents;
- 1.5 The versions of the International Building Code (IBC) and Energy Code Compliance which are currently in effect in Washington, as the same may be modified by the City, at the time this Agreement is executed and/or the permits for this Project are issued;
- 1.6 Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
- 1.7 City of Bonney Lake Public Works Project Terms and Conditions;
- 1.8 City of Bonney Lake Insurance and Bonding Requirements;
- 1.9 Appendix A: Non-Discrimination Statutes and Authorities;
- 1.10 Performance Bond;
- 1.11 Maintenance/Warranty Bond;
- 1.12 The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.7;
- 1.13 City of Bonney Lake Development Guidelines; and
- 1.14 The bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.9.

All of the above listed Contract Documents are each made exhibits to this Agreement and are incorporated into the Agreement as if set forth in full. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

- 2. Date of Commencement and Substantial Completion Date.** The date of commencement shall be no later than Ten (10) days from the date the City issues the Notice to Proceed. The Contractor shall substantially complete the Work not later than FORTY-FIVE (45) CONSECUTIVE WORKING DAYS FROM THE NOTICE TO PROCEED] subject to adjustment by change order.
- 3. Contractor to Comply with Contract Documents.** The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above-described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction

Contract Documents, except those items mentioned therein to be furnished by the City. Contractor 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.

4. **Maximum Payment.** Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **One Hundred Sixty Nine Thousand Two Hundred Seventy One Dollars (\$169,271) (applicable sales tax included)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
5. **Responsibility for Damage.** The Contractor agrees that it shall promptly and fully repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors, and agents.
6. **Binding Effect of Contract Documents.** The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
7. **Limitation of Liability.** It is further provided that no liability shall attach to the City of Bonney Lake by reason of entering into this Construction Contract, except as expressly provided herein.
8. **Compliance with Laws.** The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

Therefore, during the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- 8.1 *Compliance with Regulations.* The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 8.2 *Nondiscrimination.* The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors,

including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

8.3 *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

8.4 *Information and Reports.* The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

8.5 *Sanctions for Noncompliance.* In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- B. Cancelling, terminating, or suspending the Agreement, in whole or in part.

8.6 *Incorporation of Provisions.* The Contractor will include the above provisions of sections 8.1 through 8.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

9. Public Records Act Chapter 42.56 RCW. Contractor understands that her/his/its bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that she/he/it has been advised to mark any records

believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

- 10. Warranty.** Upon acceptance of the contract work, Contractor must provide the City a one-year warranty bond in the amount of five percent (5%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City’s acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

11. Miscellaneous Provisions.

- 11.1 *Non-Waiver of Breach.* The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- 11.2 *Resolution of Disputes and Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties’ performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties’ performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys’ fees, expert witness fees, and costs for such litigation, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City’s right to indemnification under Section 11 of this Agreement.
- 11.3 *Written Notice.* All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed

sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 11.4 *Assignment.* Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 11.5 *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- 11.6 *Entire Agreement.* The written provisions and terms of this Agreement, together with all of the Contract Documents, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the documents listed within this Agreement are hereby made a part of this Agreement.
- 11.7 *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.
- 11.8 *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.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed on the date first written above.

CITY OF BONNEY LAKE

CONTRACTOR

Terry Carter, Mayor

By: Robert Zoellin

Its: Owner

Email: robert@creativeroofsllc.com

ATTEST/AUTHENTICATE:

Sadie A. Schaneman, MMC

APPROVED AS TO FORM:

Jennifer S. Robertson, City Attorney

PROPOSAL

Contractor: Creative Roof Solutions
City: Lake Stevens, State: WA
Date: 6/19/2026, in the year of 2026

The Honorable City Council
City of Bonney Lake
9002 Main St East
Bonney Lake WA 98391

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, an all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the City of Bonney Lake's project designated as **Police Department Roofing Replacement** and as required by and in strict conformance with the specifications, contract plans and the standard plans for the following unit prices.

Note: Unit prices of all items; all extensions and total amount of bid must be shown. Show unit prices in both words and figures and, where conflict occurs, the written or typed words prevail.

All bidders shall sign the proposal in the space provided.

The successful bidder shall execute and furnish the attached (no substitution allowed) performance bond and Agreement within twenty (20) calendar days after the date of award of contract unless a written extension is granted by City of Bonney Lake.

The contractor agrees to perform the complete contract work as specified, including corrections, finishing and cleaning up within 45 consecutive working days, beginning the date given in the notice to proceed by City of Bonney Lake.

The proposal, together with the Contract Documents, when endorsed by City of Bonney Lake shall become a contract binding on both parties thereto, whereby the contractor agrees to perform the complete contract work, as specified, and City of Bonney Lake agrees to make payment to the contractor, as specified, for said completed and accepted work.

Dated this 19th day of June, in the year of 2026.

Contractor Creative Roof Solutions

Address 12505 19th PL SE
Lake Stevens, WA 98254

Telephone 425 268 3003 Washington State License No. CREATILS783K0

By: Robert Zallin

Title: owner

Attest: (If Corporation)

Witness: (If Individual or Partnership)

Lisa Zallin

Acknowledgement of Receipt of Addenda:

No. <u>1</u>	Date <u>6/19/26</u>	Initials <u>FLZ</u>
No. <u>2</u>	Date <u>7/2/26</u>	Initials <u>FLZ</u>
No. _____	Date _____	Initials _____
No. _____	Date _____	Initials _____
No. _____	Date _____	Initials _____

SCHEDULE OF PRICES
Police Department Roof Replacement

Bid Item	Quantity	Description	Total Price
1.	1-Force Account	Minor Change Force Account \$ <u>Ten thousand dollars and zero cents</u> (unit price in words)	\$ <u>10,000</u>
2.	1-Lump Sum	Proposed roofing replacement, in kind, and removal/demolition of existing as shown on the drawings and as specified in the bid specifications created by INNOVA Architects dated May 8, 2026. \$ <u>one hundred forty four thousand</u> (unit price in words)	\$ <u>144,500</u>
3.	1-Each	Remove and replace one 32 square feet sheet of plywood sheet on roof with same original thickness, material and span rating. \$ <u>Eighty five</u> (unit price in words)	\$ <u>85.00</u>
		Subtotal (Items 1 – 3)	154,585
		Washington State Sales Tax (9.5%)	14,685.57
		Total Bid Amount	169,270.57

City of Bonney Lake, Washington
Community Development Committee Agenda Bill (AB)

Agenda Bill Number:	AB26-65 -
Agenda Item Type:	Motion
Presenter:	Andrew Fonda, Assistant City Engineer
City Strategic Goal Category:	None
Department/Division Submitting:	Public Services Staff
Impacted Departments That Received Notification:	Public Services

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of Contract To National Facility Contractors For The Bonney Lake Police Department Flooring Project.

Short Background Summary:

The Public Safety Building's interior flooring is deteriorated and in need of replacement. City staff reached out to four architectural / engineering firms for an estimate of services to develop plans and specifications to advertise the flooring project. Innova Architects was selected and provided a scope and fee to prepare the bid documents. The City opened three bids on July 22, 2026 and the responsible and responsive low bidder was determined to be National Facility Contractors in the amount of \$205,873.14 which includes sales tax. The total construction approval request is the responsive low bid amount of \$205,873.14. Note the sales tax rate during bid package preparation was 9.5% and as shown on the bid tab. The current sales tax rate (as of July 1st, 2026) is 9.6%.

Budget Explanation:

\$750,000 was budgeted for Police Department Improvements in the amended 2025/2026 budget that included interior flooring. This fund has \$449,423.73 remaining, which assumes the amount needed for the PD roofing project. The bid amount of \$205,873.14 will be paid from this balance. Remaining funding available is \$243,550.59.

Committee, Board, Commission, & Hearing Examiner Review

Name Of Committee/Commission/Examiner Meeting: Community Development Committee

Date of Committee/Commission/Examiner Meeting: 8/4/2026

Date of Committee/Commission Public Hearing:

Committee/Commission/Examiner Meeting Decision:

Council Action

Date of Council Workshop

Date of Council Meeting

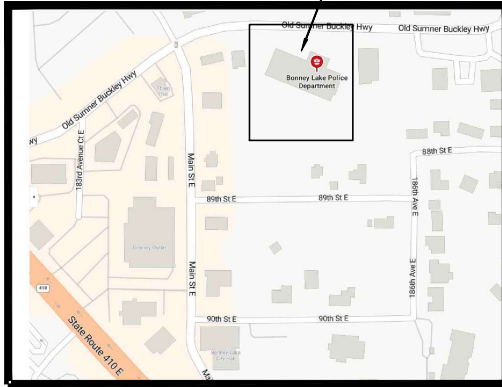
Date of Council Public Hearing

8/11/2026

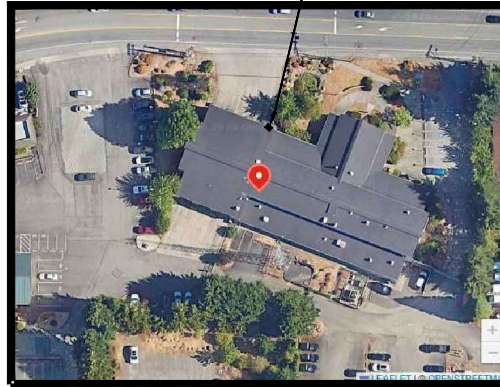
BONNEY LAKE POLICE DEPARTMENT FLOORING

18421 Veterans Memorial Drive E; Bonney Lake, WA 98391

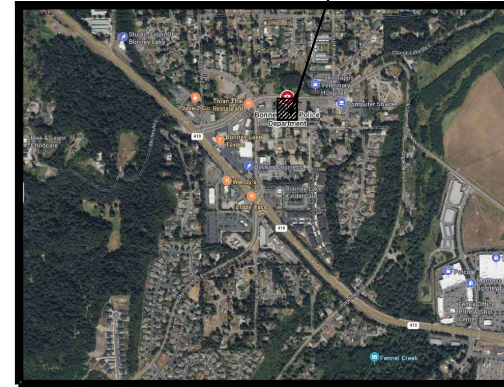
PROJECT LOCATION



PROJECT BUILDING



PROJECT SITE



PROJECT INFORMATION, CITY OF BONNEY LAKE, WA

LOCATION:
18421 VETERANS MEMORIAL DRIVE E
BONNEY LAKE, WA 98391

Parcel(s): 56400C-1362

PROPOSED FINISH FLOORING REPLACEMENT AND BASE, IN KIND, AND REMOVAL/DEMOLITION OF EXISTING AS INDICATED ON DRAWINGS. EXISTING INTERIOR STAIR TREADS TO REMAIN. ROOMS INDICATED AS N.I.C. HAVE NO WORK.

NO CHANGE TO EXISTING SF or FOOTPRINT

CONTACT DATA

OWNER:

CITY OF BONNEY LAKE
BONNEY LAKE, WA 983891
CONTACT: KEN GILL, CITY ENGINEER
TEL: 253.447.4336
EMAIL: GILLK@bonneylake.gov

ARCHITECT:

INNOVA ARCHITECTS
950 PACIFIC AVENUE, SUITE 450
TACOMA, WA 98402
CONTACT: SCOTT SALADIS, AIA
TEL: 253.572.4903
EMAIL: SSaladis@INNOVAarchitects.com

SHEET INDEX

CS COVER SHEET

- A6.1 FIRST FLOOR FINISH FLOORING PLAN AND PARTIAL BASEMENT FINISH FLOORING PLAN
- A6.2 SECOND FLOOR FINISH FLOORING PLAN
- A6.3 FINISH SCHEDULE AND LEGEND
- A6.4 FINISH DETAILS

A7.1 FLOORING FINISHES BOARD

950 Pacific Avenue, Suite 450
Tacoma, WA 98402
253-572-4903

Project Title:

Bonney Lake Police
Department Renovation
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:

26-026

Issue Set and Date:

BID SET
17 JUNE 2026



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Revisions:	
Sheet Title:	

COVER SHEET

Designed by: P McCormick

Drawn by: S Phillips

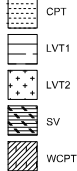
Checked by: S. Saladis

Sheet Number:

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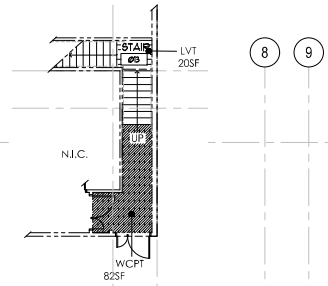
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FINISH LEGEND



GENERAL FLOOR FINISH NOTES

1. SEE FINISH SCHEDULE AND SPECIFICATIONS FOR ADD'L FLOOR FINISH REQUIREMENTS, TYP.
2. SEE COLOR SCHEDULE FOR COLOR SELECTIONS.
3. ALL FLOOR FINISH MATERIALS SHALL BE CONTINUED THROUGHOUT ROOMS AND ARE TO BE INSTALLED UNDER ALL MOBILE ITEMS SUCH AS EQUIPMENT, FURNITURE, LOCKERS, AND UNDER COUNTERS WITHOUT BASE CABINETS, TYP. COORDINATE MOVEMENT AND STORAGE WITH OWNER.
4. FLOOR FINISH TO BE CONTINUOUS THROUGH ALL DOOR FRAME OPENINGS WHETHER SHOWN ON THE DRAWINGS OR NOT. SEE SPECS AND DETAILS FOR ADDITIONAL THRESHOLD AND TRANSITION REQUIREMENTS, TYP.



PARTIAL BASEMENT
FINISH FLOORING PLAN

FIRST FLOOR FINISH FLOORING PLAN

Project Title:

Bonney Lake Police
Department Renovation
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:

26-026

Issue Set and Date:

BID SET
17 JUNE 2026



REUSE OF DOCUMENTS
THIS DRAWING HAS BEEN REPRODUCED FROM AN EXISTING SET OF DRAWINGS. THE USER ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. NO WARRANTY IS MADE BY THE ARCHITECT FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ARCHITECT.

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Revisions:	
Sheet Title:	

FIRST FLOOR FINISH FLOORING PLAN

Designed by: P McCormick

Drawn by: S Phillips

Checked by: S Salda

Sheet Number:

A6.1

of Sheets

Project Title:

**Bonney Lake Police
Department Renovation**
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:

26-026

Issue Set and Date:

BID SET
17 JUNE 2026



REUSE OF DOCUMENTS
THIS DRAWING HAS BEEN REPRODUCED IN WHOLE OR IN PART FOR THE PROJECT IDENTIFIED HEREIN. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF INNOVA ARCHITECTS IS PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY REUSE OF THIS DRAWING. INNOVA ARCHITECTS SHALL NOT BE RESPONSIBLE FOR ANY REUSE OF THIS DRAWING.

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Revisions:

Sheet Title:

**SECOND FLOOR
FINISH FLOORING PLAN**

Designed by: P McCormick

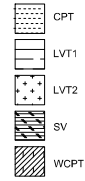
Drawn by: S Phillips

Checked by: S. Salas

Sheet Number:

A6.2
of Sheets

FINISH LEGEND



GENERAL FLOOR FINISH NOTES

1. SEE FINISH SCHEDULE AND SPECIFICATIONS FOR ADD'L FLOOR FINISH REQUIREMENTS, TYP.
2. SEE COLOR SCHEDULE FOR COLOR SELECTIONS.
3. ALL FLOOR FINISH MATERIALS SHALL BE CONTINUED THROUGHOUT ROOMS AND ARE TO BE INSTALLED UNDER ALL MOBILE ITEMS SUCH AS EQUIPMENT, FURNITURE, LOCKERS, AND UNDER COUNTERS WITHOUT BASE CABINETS, TYP. COORDINATE MOVEMENT AND STORAGE WITH OWNER.
4. FLOOR FINISH TO BE CONTINUOUS THROUGH ALL DOOR FRAME OPENINGS WHETHER SHOWN ON THE DRAWINGS OR NOT. SEE SPECS AND DETAILS FOR ADDITIONAL THRESHOLD AND TRANSITION REQUIREMENTS, TYP.



SECOND FLOOR FINISH FLOORING PLAN

1/8" = 1'-0"

1



Project Title:

Bonney Lake Police
Department Renovation
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391

Client:

City of Bonney Lake
21719 96th St. E
Buckley, WA 98321
Ken Gill, P.E. (253)447-4336

Job Number:

26-026

Issue Set and Date:

BID SET
17 JUNE 2026



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△	
△	
△	
Revisions:	

Sheet Title:

FINISH BOARD

Designed by: P McCormick

Drawn by: S Philips

Checked by: S. Saladis

Sheet Number:

A7.1

of Sheets



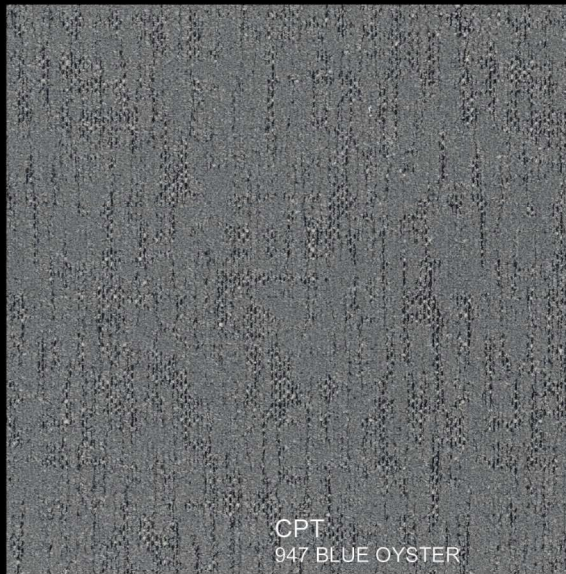
WCPT
569 STEEL BLUE



LVT1
958 TWO TONE



RB
955 SMOKE



CPT
947 BLUE OYSTER



SV
84620 CHATEAU GRAY

City of Bonney Lake

Bid Tabulation

Police Department Flooring Project

7/22/2026

				Apparent Low				Non-Responsive
				ENG EST	National Facility	JXA Interior	Kbuilt	Faravon
Bid Item	Description	Qty	Unit	Total Price	Total Price	Total Price	Total Price	Total Price
1	Minor Change	1	FA	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	Bid from Faravon Construction Group delivered at 1:15PM and after the 11AM bid opening. Bid was determined to be non responsive and mailed back unopened to Laura Ergasheva with Faravon Construction Group on 7/23/26. KG
2	Proposed finish flooring replacement and base, in kind, and removal/demolition of existing as shown in the drawings and as specified in the plans and bid specifications created by INNOVA Architects dated June 12, 2026.	1	LS	\$ 176,885	\$ 172,862	\$ 219,000	\$ 221,315	
3	Unit price to remove and replace an additional 100 SF of Carpet in areas not yet requested	1	EA	\$ 103.20	\$ 950	\$ 1,400	\$ 7.90	
4	Unit price to remove and replace an additional 100 SF of Luxury Vinyl Tile in areas not yet requested.	1	EA	\$ 103.20	\$ 800	\$ 1,300	\$ 5.31	
5	Unit price to remove and replace an additional 100 SF of Resilient Sheet Vinyl in areas not yet requested.	1	EA	\$ 103.20	\$ 1,350	\$ 1,400	\$ 7.44	
6	Unit price to remove and replace an additional 100 SF of Resilient Base in areas not yet requested.	1	EA	\$ 103.20	\$ 500	\$ 500	\$ 3.00	
7	Unit price to remove and replace an additional 100 SF of Walk Off Carpet in areas not yet requested.	1	EA	\$ 103.20	\$ 1,550	\$ 1,800	\$ 11.01	
Subtotal - Base Bid (Items 1-7)				\$ 187,401	\$ 188,012	\$ 235,400	\$ 231,349.62	\$ -
WA State Sales Tax (9.5%)				\$ 17,803.10	\$ 17,861.14	\$ 22,363.00	\$ 21,978.21	\$ -
Total Bid Construction Cost				\$ 205,204.10	\$ 205,873.14	\$ 257,763.00	\$ 253,327.83	\$ -

CITY OF BONNEY LAKE CONSTRUCTION CONTRACT

THIS AGREEMENT, is made and entered into this 11th day of August 2026 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the “**Owner**” and National Facility Contractors, LLC, hereinafter referred to as the “**Contractor**.”

RECITALS:

WHEREAS, the Owner desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the work, services and/or tasks set forth in this Agreement; and

WHEREAS the Owner caused to be prepared certain plans and specifications described as the Contract Documents; and

WHEREAS, the Contractor did on the 22nd day of July 2026, file with the Owner a proposal to construct said work according to the Contract Document and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

WHEREAS, the Contract Documents fully and accurately describe the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

AGREEMENT:

- 1. Contract Documents.** The Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof complete the Work described in the Contract Documents for the Project, the furnishing of all materials and equipment necessary for full performance thereof, as identified and designated as Contractor responsibilities throughout this Agreement, the Contract Documents, and as detailed in the plans and specifications described as Police Department Flooring.

The following documents are collectively referred to as the “Contract” and/or “Contract Documents”:

- 1.1 This Agreement signed by the City and the Contractor;
- 1.2 Division 1 of WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the most current edition, together with APWA Supplement (1-99), subject to specific provisions contained within the Public Works Terms and Conditions;

- 1.3 The General Conditions as included in the Bid Documents;
- 1.4 The attached Special Provisions, Plans, and Specifications as included in the Bid Documents;
- 1.5 The versions of the International Building Code (IBC) and Energy Code Compliance which are currently in effect in Washington, as the same may be modified by the City, at the time this Agreement is executed and/or the permits for this Project are issued;
- 1.6 Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
- 1.7 City of Bonney Lake Public Works Project Terms and Conditions;
- 1.8 City of Bonney Lake Insurance and Bonding Requirements;
- 1.9 Appendix A: Non-Discrimination Statutes and Authorities;
- 1.10 Performance Bond;
- 1.11 Maintenance/Warranty Bond;
- 1.12 The Invitation to Bid, and bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.7;
- 1.13 City of Bonney Lake Development Guidelines; and
- 1.14 The bid proposal submitted by the Contractor, except when inconsistent with Contract Documents 1.1 – 1.9.

All of the above listed Contract Documents are each made exhibits to this Agreement and are incorporated into the Agreement as if set forth in full. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

- 2. Date of Commencement and Substantial Completion Date.** The date of commencement shall be no later than Ten (10) days from the date the City issues the Notice to Proceed. The Contractor shall substantially complete the Work not later than FORTY (40) CONSECUTIVE WORKING DAYS FROM THE NOTICE TO PROCEED subject to adjustment by change order.
- 3. Contractor to Comply with Contract Documents.** The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above-described Construction Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Construction

Contract Documents, except those items mentioned therein to be furnished by the City. Contractor 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.

4. **Maximum Payment.** Subject to additions and deductions by change order, the construction maximum payment is the base bid amount of **Two Hundred Five Thousand Eight Hundred Seventy-Four Dollars (\$205,874) (applicable sales tax included)** (hereinafter "Contract Sum"). The construction Contract Sum shall include all items and services necessary for the proper execution and completion of the work. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this Contract.
5. **Responsibility for Damage.** The Contractor agrees that it shall promptly and fully repair and replace all property of the City and all property of others damaged by Contractor, Contractor's employees, sub-contractors, and agents.
6. **Binding Effect of Contract Documents.** The Contractor does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. Such agreement shall be binding upon Contractor's heirs, executors, administrators, successors, and assigns.
7. **Limitation of Liability.** It is further provided that no liability shall attach to the City of Bonney Lake by reason of entering into this Construction Contract, except as expressly provided herein.
8. **Compliance with Laws.** The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and in the amounts set forth in the Construction Contract Documents. The Contractor warrants that it is licensed and authorized to do business under the laws of the State of Washington and has not been suspended or debarred in the past three (3) years.

Therefore, during the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- 8.1 *Compliance with Regulations.* The Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 8.2 *Nondiscrimination.* The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors,

including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

8.3 *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

8.4 *Information and Reports.* The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

8.5 *Sanctions for Noncompliance.* In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- B. Cancelling, terminating, or suspending the Agreement, in whole or in part.

8.6 *Incorporation of Provisions.* The Contractor will include the above provisions of sections 8.1 through 8.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

9. Public Records Act Chapter 42.56 RCW. Contractor understands that her/his/its bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that she/he/it has been advised to mark any records

believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

10. Warranty. Upon acceptance of the contract work, Contractor must provide the City a one-year warranty bond in the amount of five percent (5%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City’s acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

11. Miscellaneous Provisions.

11.1 *Non-Waiver of Breach.* The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

11.2 *Resolution of Disputes and Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties’ performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties’ performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys’ fees, expert witness fees, and costs for such litigation, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City’s right to indemnification under Section 11 of this Agreement.

11.3 *Written Notice.* All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed

sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 11.4 *Assignment.* Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 11.5 *Modification.* No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- 11.6 *Entire Agreement.* The written provisions and terms of this Agreement, together with all of the Contract Documents, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the documents listed within this Agreement are hereby made a part of this Agreement.
- 11.7 *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.
- 11.8 *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.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed on the date first written above.

CITY OF BONNEY LAKE

CONTRACTOR

Terry Carter, Mayor

By: Isaac Arneson
Its: Vice President of Sales & Marketing
Email:

ATTEST/AUTHENTICATE:

Sadie A. Schaneman, MMC

APPROVED AS TO FORM:

Jennifer S. Robertson, City Attorney

PROPOSAL

Contractor: National Facility Contractors, LLC
City: Snohomish, State: Washington
Date: July 21, in the year of 2024

The Honorable City Council
City of Bonney Lake
9002 Main St East
Bonney Lake WA 98391

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, an all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the City of Bonney Lake's project designated as Police Department Flooring and as required by and in strict conformance with the specifications, contract plans and the standard plans for the following unit prices.

Note: Unit prices of all items; all extensions and total amount of bid must be shown. Show unit prices in both words and figures and, where conflict occurs, the written or typed words prevail.

All bidders shall sign the proposal in the space provided.

The successful bidder shall execute and furnish the attached (no substitution allowed) performance bond and Agreement within twenty (20) calendar days after the date of award of contract unless a written extension is granted by City of Bonney Lake.

The contractor agrees to perform the complete contract work as specified, including corrections, finishing and cleaning up within 45 consecutive working days, beginning the date given in the notice to proceed by City of Bonney Lake.

The proposal, together with the Contract Documents, when endorsed by City of Bonney Lake shall become a contract binding on both parties thereto, whereby the contractor agrees to perform the complete contract work, as specified, and City of Bonney Lake agrees to make payment to the contractor, as specified, for said completed and accepted work.

Dated this 21st day of July, in the year of 2026.

Contractor National Facility contractors, LLC

Address 4320 196th St SW #B137
Lynnwood, WA 98036

Telephone 206-804-1205 Washington State License No. NATIOFC767RK

By: [Signature]

Title: VP Sales & Marketing

Attest: (If Corporation)

Tina Roth

Witness: (If Individual or Partnership)

Acknowledgement of Receipt of Addenda:

No. 1 Date July 21, 2026 Initials [Signature]

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

SCHEDULE OF PRICES
Police Department Flooring Replacement

Bid Item	Quantity	Description	Total Price
1.	<i>1-Minor Change</i>	Minor Change \$ <u>Ten thousand dollars and zero cents</u> (unit price in words)	\$10,000
2.	<i>1-Lump Sum</i>	Proposed finish flooring replacement and base, in kind, and removal/demolition of existing as shown on the drawings and as specified in the plans and bid specifications created by INNOVA Architects dated June 12, 2026. \$ <u>one hundred seventy two thousand and eight hundred sixty two 00/100</u> (unit price in words)	\$ <u>172,862</u>
3.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Carpet in areas not yet requested. \$ <u>nine hundred fifty dollars 00/100</u> (unit price in words)	\$ <u>950.00</u>
4.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Luxury Vinyl Tile in areas not yet requested. \$ <u>eight hundred dollars 00/100</u> (unit price in words)	\$ <u>800.00</u>
5.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Resilient Sheet Vinyl in areas not yet requested. \$ <u>one thousand three hundred & fifty 00/100</u> (unit price in words)	\$ <u>1350.00</u>
6.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Resilient Base in areas not yet requested. \$ <u>five hundred 00/100</u> (unit price in words)	\$ <u>500.00</u>
7.	<i>1-Each</i>	Unit price to remove and replace an additional 100 SF of Walk Off Carpet in areas not yet requested. \$ <u>one thousand five hundred 00/100</u> (unit price in words)	\$ <u>1550.00</u>
		Subtotal (Items 1 – 7)	\$188,012
		Washington State Sales Tax (9.5%)	\$ 17,861.14
		Total Bid Amount	\$205,873.14