

SPECIAL MEETING AGENDA

Council Chambers – 1300 First Street June 29, 2023 at 6:00 PM

- 1. FLAG SALUTE PLEDGE OF ALLEGIANCE
- 2. CALL TO ORDER ROLL CALL
- 3. APPROVAL OF AGENDA
- 4. PUBLIC COMMENTS
- 5. NEW BUSINESS
 - A. Fire & EMS Contract with City of Aberdeen
 - **B.** Bids for Demolition of Police Department Building
 - C. Bid Acceptance for New Municipal Facility
 - **D.** Temporary Change to City Hall Schedule
- 6. COUNCIL COMMENTS
- 7. PUBLIC COMMENTS

Public comments may be made in-person during the meeting. If unable to attend, please submit comments to jpope@cosmopoliswa.gov by noon on meeting day.

If you are unable to attend the meeting in person, you may join with the following Zoom Information

Webinar ID: 820 0194 4313 Passcode: 226066

Phone Number: (253) 215-8782



2023-2024 AGREEMENT EMERGENCY MEDICAL SERVICES

between CITY OF ABERDEEN and CITY OF COSMOPOLIS

THIS AGREEMENT is between the City of Aberdeen for its Fire Department ("Aberdeen"), a Washington municipal corporation, and the City of Cosmopolis ("Cosmopolis), a Washington municipal corporation.

Cosmopolis hereby retains Aberdeen provide the services described below, specifically advanced emergency medical services. Any inconsistency between this Agreement and the Scope of Work will be resolved in favor of this Agreement. Aberdeen will perform the Work according to the terms and conditions of this Agreement.

TERMS AND CONDITIONS:

- 1. Scope of Work Emergency Medical Services.
 - **1.1 Respond to emergency medical calls.** Aberdeen agrees to respond to emergency medical calls within the city limits of Cosmopolis. Aberdeen shall perform all necessary services in regard to responding to any such call.
 - **1.2 Prior right for service.** The services provided by Aberdeen shall be subject to the prior right of Aberdeen to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of Aberdeen and its other service areas.
 - **1.3 Level of Response.** The officer in charge of the fire department, or any unit thereof, shall exercise his/her judgment, from the information received, as to the amount and type of equipment which may be needed in Cosmopolis at the time information is received, that a medical emergency exists in said areas, the appropriate Aberdeen equipment needed to respond, and the amount and type of equipment which may be spared from Aberdeen at the time.
 - **1.4 Discretion.** Aberdeen's determination of available resources and appropriate level of response are entirely within its sole discretion and no action or inaction on the part of such commanding officer of the fire department, or any unit thereof, shall create any liability against Aberdeen or such individual.

2. Compensation.

- **2.1 Base Compensation.** Cosmopolis shall pay a monthly availability charge equal to the City of Aberdeen's monthly EMS availability fee for each non-exempt utility user classification. Cosmopolis shall provide documentation showing the number of utility users within its jurisdiction within 5 days of the commencement of this Agreement and then by October 1st of each year for the following year.
 - **2.1.1 Availability fee changes.** In the event that Aberdeen increases or decreases the EMS availability fee, Aberdeen will notify Cosmopolis in writing of the change with a minimum of 30 days notice.
- 2.2 Additional compensation patient transportation. In addition to the emergency medical response described above, in the event of transportation of individual EMS patients by Aberdeen, Aberdeen may charge Cosmopolis at the current rates adopted by the Aberdeen City Council.
- **2.3 Invoices and due dates.** Aberdeen will invoice Cosmopolis the monthly EMS availability fee on or about the first day of each month, and those invoices are payable within 30 days of receipt of the invoice.
- **Term.** The term of this agreement will be July 1, 2023 through December 31, 2024, unless sooner terminated as provided in this Agreement.
 - 3.1 Termination for Cause. This agreement may be terminated for cause for violation of any material term of this agreement. Any violation of the other provisions of this Contract must be corrected. Written notice of contract violation will be provided to the offending party who will have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause. In lieu of terminating this contract, the parties may agree in writing to alternative corrective measures.
 - **3.2 Termination on Mutual Agreement.** The parties may agree in writing to terminate this contract at any time.
 - **3.3 Termination for Convenience.** Either party may terminate this contract with ninety (90) days written notice.
 - **3.4 Effect of Termination.** Termination does not affect amounts earned up to the effective date of termination.
- **4. Nondiscrimination.** Neither the Consultant nor any person acting on behalf of the Consultant will not by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of

any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

- 5. Indemnification. The parties will indemnify each other against actions, liabilities, loss, damages and expenses resulting from injury or death of any person or loss of or damage to any tangible real or tangible personal property to the extent that such injury, death, loss or damage is proximately caused by the indemnifying party's negligent act or omission or intentional misconduct or that of its agents, employees or subcontractors in connection with the performance of its obligations under this Agreement, provided that the indemnifying party has been notified in writing as soon as practicable of any such claim.
 - **No third party beneficiaries.** It is expressly understood and agreed that neither Aberdeen nor any of its officers, agents or employees shall be liable in damages to Cosmopolis or to any resident thereof or property owner therein or to any third party for failure in the performance of this agreement in any respect.
 - Workers Compensation Limited Waiver of Immunity. It is specifically understood that the indemnification provided constitutes the waiver of the parties' waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause will survive the termination or expiration of this agreement and will continue to be in effect for any claims or causes of action arising at any time.
- **Insurance.** Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance, or lack thereof, of insurance and/or self-insurance shall not limit the liability of any party.
- **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the authorized representatives of the parties as identified in Section 10 of this Agreement.
- **8. Independent Contractor.** Nothing in this Agreement shall construe Aberdeen or any of its employees or agents to be the employees, agents, or representatives of Cosmopolis. Aberdeen shall be an independent contractor and shall have

responsibility for and control over the details and means for performing the work described herein.

10. Written Notice. All communications regarding this Agreement will be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice will become effective as of the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address specified in writing:

CITY OF ABERDEEN CITY OF COSMOPOLIS

200 East Market Street PO Box 2007

Aberdeen, WA 98520 Cosmopolis, WA 98537

Attn: Fire Chief Attn: Mayor

Tel: (360) 537-3262 Tel: (360) 532-9230

- 11. Nonwaiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances will not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same will be and remain in full force and effect.
- 12. Attorney's Fees, Governing Law and Venue. In the event of any litigation arising out of this Agreement, the prevailing party will be reimbursed for reasonable attorneys' fees from the other party. This Agreement will be governed by and construed in accordance with the laws of the state of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement will be in Grays Harbor County Superior Court.
- 13. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- **14. Entire Agreement.** This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

20	greement on the day of,
CITY OF ABERDEEN	CITY OF COSMOPOLIS
Pete Shave, Mayor	Kyle Pauley, Mayor
Attest:	Attest:
	City Clerk

MEMORAUDUM OF UNDERSTANDING BETWEEN THE CITY OF ABERDEEN AND THE CITY OF COSMOPOLIS REGARDING FIRE SERVICES

This Memorandum of Understanding ("MOU") is entered into by and between the City of Aberdeen ("Aberdeen"), and the City of Cosmopolis ("Cosmopolis"), both Washington municipal corporations (collectively, the "Parties").

RECITALS

- **A.** The Parties each operate their own Fire Departments.
- **B.** The Parties have entered into an agreement for emergency medical services wherein Aberdeen responds to calls within the City of Cosmopolis ("EMS Agreement").
- **C.** Both Parties have entered into a Mutual Aid Agreement with the fire districts and fire departments of Grays Harbor County, Washington.
- **D.** Cosmopolis' volunteer fire department reigned in its entirety in 2022, leaving the City of Cosmopolis without any fire department or emergency fire support.
- **E.** Effective January 1, 2022, the Parties entered into an Emergency Fire Assistance MOU which, after written amendments extending the term, expires February 15, 2022 ("January 2022 MOU") and the current Memorandum of Understanding for these services expires on June 30, 2023.
- **F.** Cosmopolis is currently in the process of rebuilding its volunteer fire department.
- G. The Parties do not desire for Aberdeen to assume responsibility for fire services within the City of Cosmopolis. However, the Parties acknowledge that, should Cosmopolis find itself without an operational fire department, in the case of an emergency within the City of Cosmopolis, Aberdeen would likely respond in order to protect public safety. The Parties wish to memorialize their understanding, should that occur.

AGREEMENT

The Parties agree as follows:

1. Term and Termination. This Agreement shall be effective on July 1, 2023, as ratified by each Party's City Council, and shall terminate on September 30, 2023, unless otherwise terminated earlier. It may be terminated without cause with three (3) days written notice. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination. Extension of this MOU may be authorized by written agreement by the mayors of both cities.

- 2. Services. On request by Cosmopolis, at the sole discretion of Aberdeen, Aberdeen may, in addition to the established emergency medical service response and transport agreement, provide emergency fire equipment and personnel to emergencies within the City of Cosmopolis. Such emergencies may include but are not limited to: structure fires, fire alarm system sprinkler activations, residential fire alarm and carbon monoxide detector activations, and Hazardous Material incidents. Under this MOU, Aberdeen will not provide primary response to the following: unknown if injury motor vehicle accidents within the jurisdictional boundaries of the Cosmopolis Fire Department to include HWY 101 South as well as the Blue Slough Road.
- **Reimbursement and Payment**. Within 30 days of any fire services provided under this MOU, Aberdeen shall provide Cosmopolis with an invoice for any costs and expenses incurred. Cosmopolis shall reimburse Aberdeen within 30 days of receipt of said invoice.
 - a. Fire Protection: The Parties agree that reimbursement for all fire services will be allocated to Aberdeen pursuant to the 2022 Washington State Wage & Equipment Rate Guide, or any amendments thereto. The Washington State Wage & Equipment Rate Guide shall serve as a temporary guide until a permanent Fire Protection contract can be adopted by both parties.
- **4. Prior Agreements.** This Agreement supersedes any previous Agreements for fire and/or emergency medical services between Aberdeen and Cosmopolis. .
- 5. No Obligation Under This Agreement. The execution of this Agreement shall not create any duty to respond on the part of any party. A Party shall not be held liable for failing to provide or assist in providing emergency assistance as requested under the terms of this Agreement. A Party has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring liability.
- **6. Availability.** The Parties agree that the mutual aid extended under this MOU are to be available and furnished provided that such mutual aid does not compromise Aberdeen's ability or capacity to respond to calls for service within its own jurisdiction. When a request for assistance is received, Aberdeen will promptly advise of the extent of response, and provide whatever personnel, equipment, and facilities are available without jeopardizing the safety of persons or property within Aberdeen. Aberdeen, upon receiving a request for assistance, shall not be obligated to provide assistance or incur any liability for not complying with the request.
- **Requests for Emergency Assistance.** Requests for assistance under this MOU shall be directed to the designated contact person provided by the Parties. Cosmopolis shall provide as much notice as practicable. The extent of Aberdeen's emergency assistance shall be at Aberdeen's sole discretion. In the event an emergency impacts a large geographical area that activates either federal or state emergency laws, this MOU shall remain in effect until or unless this MOU conflicts with such state or federal laws.

- **Relationship of Parties**. No agent, employee, servant or representative of either party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose. Aberdeen is acting hereunder as an independent contractor, with the intended following results:
 - **a.** All persons rendering service hereunder shall be for all purposes employees of Aberdeen, although they may from time to time act for the benefit of Cosmopolis.
 - **b.** Control of personnel standards, employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Aberdeen.
 - **c.** All liabilities for salaries, wages, other compensation benefits, injury, sickness, or retirement system contributions shall be provided by Aberdeen.
- **Modification.** This MOU is intended to express the entire agreement of the Parties, and may not be altered or modified in any way unless such modification is reduced to writing, signed by both Parties, and affixed to this original MOU. Such modification may be authorized by the mayor of each city.
- **10. Insurance.** Cosmopolis shall maintain insurance for all fire services throughout the term of this MOU.
- 11. Indemnification and Hold Harmless. Cosmopolis shall defend, indemnify and hold Aberdeen, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of Aberdeen.

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 Cosmopolis and Aberdeen, its officers, officials, employees, and volunteers, Aberdeen's liability hereunder shall be only to the extent of Aberdeen's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' 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 MOU.

- **11. Severability**. If any provision of this MOU or its application is held invalid, the remainder of this MOU or the application of the remainder of this MOU shall not be affected.
- 12. Entire Agreement -- Modification. This MOU represents the entire agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this MOU shall be binding on any of the Parties unless executed in writing by authorized representatives of all of the Parties. This MOU shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties.

13. Benefits. This MOU is entered into for the benefit of the Parties to this MOU only and shall confer no benefits, direct or implied, on any third persons.

CITY OF ABERDEEN	CITY OF COSMOPOLIS
Ву	Ву
Date	Date

Section 5, ItemB.

Butcher and Sons LLC

+1 3605802766 butcherandsonsllc@yahoo.com https://www.butcherandsonsllc.com/



Estimate

ADDRESS
CITY OF COSMOPOLIS

ESTIMATE # 1047 **DATE** 06/12/2023

ACTIVITY	QTY	RATE	AMOUNT
Equipment:Equipment	1	3,800.00	3,800.00T
Offhaul	1	5,500.00	5,500.00T
Labor	8	75.00	600.00T
Overhead	1	2,000.00	2,000.00T
This estimate does not include tax. By signing this document I am	SUBTOTAL		11,900.00
agreeing to pay Butcher and Sons LLC upon completion of the project,	TAX		1,080.52
late payments are subject to a 1.5% monthly interest fee. I understand that the price is subject to change due to, but not limited to change orders, inflation, utilities or objects not located, etc. Butcher and Sons	TOTAL		\$12,980.52
is not responsible for any damaged utilities or objects that are not located before project start. Butcher and Sons will backfill areas with			
on sight materials unless requested by owner or if it is determined that			
extra material will be needed the estimate will be adjusted. Butcher			
and Sons is not responsible for damaged landscaping and will not			

Accepted By

replace landscaping unless requested by owner

Accepted Date

Section 5, ItemB.



321 WEST STATE STREET P.O. BOX 307 ABERDEEN, WA 98520 PHONE (360) 532-5220 FAX (360) 532-5761

June 22, 2023

City of Cosmopolis 1300 1st Street Cosmopolis, WA 98537

RE: Police Station Removal

Based on your Request for Proposal, Rognlin's, Inc. is pleased to provide the following quote:

Total Bid...... \$19,580

This price includes the following:

- All labor and equipment to safely complete the project
- Demo of existing Police station building
- Permits

This price excludes the following:

- Electrical termination
- Bonds of any kind
- Washington State sales tax

Please contact me if you have any questions.

ROGNLIN'S, INC.

Dustin Johnson

Project Manager



Northwest R

Section 5, ItemB.

642 Newskah Rd Aberdeen WA 98520 T (360) 533-3050 F (360) 533-3274 jason@nwrock.com

Date: June 22, 2023

Customer:

City of Cosmopolis Jeff Nations

Project Name:

Municipal Building

Demolition

Delivery Address:

Salesperson	Customer's Job #	Payment Method	Quote #	Prevailing Wage
Jason Messmer		On Account	JM6/22/2023	\boxtimes
	Rid Proposal			

Bid Proposal				
Northwest Rock, Inc. is proposing to demolish the	Cosmopolis Muni	cipal Building as disc	cussed	MANO OF THE REAL PROPERTY AND ADDRESS OF THE PERTY ADDRESS OF THE PERTY ADDRESS OF THE PERTY AND ADDRESS OF THE PERTY
with Jeff Nations. This is to include demolition, lo	ading and disposal	at a Licensed Landfi	II.	
		TO THE CONTRACT OF THE CONTRAC		
Lump Sum \$ 30,000				
Price does not include any tax				
Price does not include any permits				
Price does not include any disposal of hazardous	materials or asbe	stos		
Price does not include any backfill material				
Price does not include capping of any services				

Sales tax not included.

Fuel Surcharge: If diesel fuel exceeds \$4.00 per gallon, a fuel surcharge will be added.

Prevailing Wage Surcharge: Will be applied to all invoices where delivery of goods purchased to jobsite requires payment of prevailing wage.

Prices quoted for sale during regular business hours, Monday thru Friday, 7:00 a.m. to 3:00 p.m., unless otherwise specified. Additional charges may apply to sales and delivery outside of these hours.

Any sampling and testing, must be coordinated with Northwest Rock, Inc. All point of acceptance is the material source.

To accept this quotation, sign and return	:
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DELIVERY CONTINGENT ON AVAILABILITY AT TIME OF DELIVERY.

Terms and Conditions

- 1. **Agreement.** This Agreement outlines guidelines for the sale of goods and services listed above. Seller is not bound by the above unless document is signed by Buyer. This Quotation is subject to acceptance within thirty (30) days of receipt and may be withdrawn at any time, without notice, by the Seller. All notice or requests, shall be in writing by US mail, fax or e-mail.
- 2. **Risk of Loss**. Buyer assumes all risk of loss for Product, upon receipt of materials. Seller's failure to deliver product by reason of the following events shall not constitute a breach of any terms: war, strike, riot, crime, fire, floods, freeze, accidents, act of God, scarcity of fuel, inability to obtain materials or labor, other causes reasonably beyond the cause of the defaulting Party.
- 3. Pricing. All prices for goods and services are valid for 30 days from the date of Quote, unless otherwise noted. Prior history is not a guarantee of future pricing. All pricing must be negotiated in writing. Additional surcharges may apply as follows:
 - PREVAILING WAGE SURCHARGE If goods and services purchased are for a public works project that requires the payment of a prevailing wage. An additional surcharge will apply.
 - FUEL SURCHARGE ADD Three Percent (3%) per \$.25 increments over \$4.00 per Gallon of Fuel. Surcharge will be changed weekly based on new rate posted each Monday at https://www.eia.gov/petroleum/gasdiesel/ (Example Fuel \$4.00-\$4.25 per Gallon add 3%)
 - CREDIT CARD FEE All credit card payments will be assessed a 3% banking fee on all charges.
 - FINANCE CHARGE All past due invoices on account will be assessed a finance charge at the rate of 1.5% per month.
- 4. **Payment.** Payment is due to Seller on the date services and/or goods are received. Invoices charged on Account are due the 10th day of the following month. A Finance charge at the rate of 1.5% per month will be assessed on any past due balances. We accept Visa, Mastercard and Discover for your convenience. A 3% bank fee will be added to all payments made via credit and/or debit card.
- 5. **Delivery**. Buyer must inform Seller of delivery location at time of request for quotation. Quote will be based on delivery location given. Modification to original delivery location may affect the delivery price. All adjustments to delivery prices will be based on Northwest Rock, Inc.'s current posted delivery price schedule. Any exceptions to the original quotation, must be in writing on a revised quote and fully executed. Buyer will have no more than 10 minutes, upon arrival of truck at Delivery address, to unload Product. Any additional time required will be charged at a rate of \$125 per hour, in 30 min intervals. Buyer shall notify Seller of any defects or nonconformance of Product within three (3) business of delivery of product. Buyer assumes all risk of loss upon delivery of product. Any disputes, must be made in writing within 15 days of sale.
- 6. **Termination.** This Agreement may only be modified or terminated by Jason Messmer. If Agreement is terminated, Buyer shall pay termination charges based on actual costs incurred by Seller, unless otherwise agreed in writing.
- 7. Limited Warranty. All material is sold "As is". Seller warrants that product conforms to Seller's specifications as of the date of delivery. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.
- 8. Limitation of Liability. Buyer waives all rights to damages, including delay damages. Seller's maximum liability to Buyer shall be limited to and shall not exceed the amount of funds previously paid to Seller concerning the product in dispute. Any lawsuits filed by Buyer against Seller shall be no later than 6 months after receipt of disputed product or be forever barred. Any dispute between parties shall be governed by the State of Washington; venue shall be in Grays Harbor County, Washington. Prevailing party shall be entitled to award of reasonable attorney fees and costs.
- 9. Import Materials. All Incoming materials, must be 100% free of contaminates, hazardous wastes or substances, petroleum or its by products and any deleterious materials. Failure to adhere to these guidelines, may result in additional cost by Northwest Rock, Inc., billable directly to customer. Customer shall defend, indemnity and hold harmless Northwest Rock, Inc. for any claims, damage or losses of any kind, including attorney's fee and costs, caused by customer's failure to adhere to these guidelines.
- 10. Confidential Information. All information provided in the quotation process, both written and verbal, is for your information only and prepared for your use only. Conveyance of this information to any other party, is prohibited, without written consent by Northwest Rock, Inc.

New Municipal Building

CITY OF COSMOPOLIS

Cosmopolis, Washington Project No. 20-03R

CONSULTANTS:

Vector Engineering Inc.

Civil

Kyle Freeman PE, Project Manager 2724 Black Lake Blvd SW, Suite 202

Tumwater, WA 98512

(360) 352-2477

Structural

PCS Structural Solutions

Jacob Baker, Project Manager 1250 Pacific Avenue, Suite 701

Tacoma, WA 98402 (253) 383-2797

Mechanical

FSi Engineers

Plumbing Benjamin Gozart, LEED AP, Proj. Mgr.

505 W Riverside Avenue, Suite 440

Spokane, WA 99201 (509) 215-1500

Electrical

TFWB Engineers, Inc.

Kevin Wartelle PE, LEED AP, Proj. Eng.

1200 Westlake Ave N, Suite 509

Seattle, WA 98109 (206) 285-7228

OWNER City of Cosmopolis

Darrin Raines, City Administrator

Bill Sidor, Building Official

P.O. Box 2007

Cosmopolis, WA 98537

(360) 532-9230

ARCHITECT

Harbor Architects LLC

Monika Kuhnau AIA, Project Architect

345 W Wishkah Street Aberdeen, WA 98520

(360) 532-0980

March 24, 2023



Section 00 41 13 **BID FORM** Page 1 of 3

City Council, City of Cosmopolis

Having carefully examined the Project Manual and Drawings, entitled: 20-03, New Municipal Building, City of Cosmopolis, Cosmopolis, Washington, as well as the premises and conditions affecting the work, the Undersigned states he/she has the means to furnish all labor, material and equipment to perform all the work required by and in strict accordance with the above-named Contract Documents for the following sums:

1. **BASE BID** For the Base Bld, as defined in the Project Manual: \$ 2,915,000.00 2. **ALTERNATE BIDS** 2.1. ALTERNATE NO. ONE For demolition and remodel work in existing City Hall. Add: \$<u>34,000.00</u> as defined in the Project Manual. 2.2. ALTERNATE NO. TWO For emergency generator and concrete support pad, Add: \$ 86,500.00 as defined in the Project Manual. 2.3. ALTERNATE NO. THREE For parking lot expansion, Add: \$ 76,500.00 as defined in the Project Manual. 2.4. ALTERNATE NO. FOUR For substitution of aluminum frame windows for vinyl, Add: \$ 13,000.00 as defined in the Project Manual. 2.5. ALTERNATE NO. FIVE For chain link fence, gates, and electric operators, \$ 38,000.00 Add: as defined in the Project Manual. 3. **UNIT PRICES** The Undersigned agrees to perform additional work or to eliminate work called for under the Contract if so requested by the Owner at any time during the period of the Contract for the unit prices set forth herein. Failure to provide unit prices for any of the items listed will render this proposal nonresponsive. Driven Piles. \$ 895.00 /each. as defined in the Project Manual and shown on the Drawings: Replace existing deteriorated roof sheathing, \$ 29.50

4. **EXISTING CONDITIONS**

By checking this box, the Undersigned confirms that he/she, and principal subcontractors, have physically inspected the premises and have familiarized themselves with all existing conditions.

as defined in the Project Manual and shown on the Drawings:

/SF.

Section 5, ItemC.
Section 00 41 13
BID FORM
Page 2 of 3

5. NON-COLLUSION AFFIDAVIT

By checking this box, the Undersigned confirms that he/she has completed Section 00 45 19, NON-COLLUSION AFFIDAVIT and has attached said document to this Bid Form.

6. SALES TAX

None of the above prices include state sales tax.

7. TIME OF COMPLETION

The Undersigned agrees, if awarded the Contract, to achieve substantial completion of the Work included in Base Bid and Alternates within <u>365</u> calendar days after receiving official notice to proceed.

8. <u>BID GUARANTEE</u>

Bidders shall be bound by their bids for (30) calendar days following the bid opening.

9. LIQUIDATED DAMAGES

The Undersigned acknowledges and agrees to abide by all provisions of Liquidated Damages paragraph, in the Supplementary Conditions. Adjustments to completion time will be granted for adverse weather conditions, transportation interruptions and other situations beyond control of the Contractor

10. CONTRACT & BONDS

Should the Undersigned be notified of the acceptance of this Bid within (15) days after the time set for opening bids, he/she agrees to execute a contract for the above Work, for a compensation computed from the above sums, and to furnish performance, payment and maintenance bonds as required by the Contract Documents.

11. <u>RESPONSIBILITY MATTERS</u>

The Undersigned understands that he/she will be required to submit the following documents after award of the Contract:

- 1. Certification Regarding Responsibility Matters.
- 2. Certification of Compliance with Wage Payment Statutes.

12. <u>SUBCONTRACTORS</u>

For any public works contract expected to cost more than \$1M, provide the names of the following subcontractors, as applicable, HVAC/Plumbing/Electrical (see Subcontractor Submittal bound in this Project Manual) and Structural Steel and Rebar Installation (see Subcontractor Submittal bound in this Project Manual). Failure to identify these subcontractors for each category of work renders the bid non-responsive and void.

	13.	<u>ADDENDA</u>
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Receipt of the following Ad	denda to the Contract Doc	uments is acknov	vledged:	·
Addendum No. 1	Date <u>05/10/23</u>	Addendum No.	*******	Date
Addendum No. 2	Date <u>05/15/23</u>	Addendum No.		Date
Addendum No. 3	Date <u>05/17/23</u>	Addendum No.	P	Date
Addendum No. 4	Date 05 22 23	Addendum No.		Date
Name of Bidder: <u>Rognlin's</u>	s, Inc.			
By (print name): Katie Sn	odgrass	Title:_Vice_P	resident	
Signature: Xatal SurdGlass Date: 05/24/2023				
Address: 321 W. State	Street, Aberdeen, WA	98520	····	
Telephone: 360-532-52	20	FAX: <u>360-53</u>	32-5761	
Email Address: bids@rog	nlins.com		**************************************	***************************************
State of Washington Contractor's License No.: ROGNL**342LF				
U.B.I. Number: 141 005	883	AAA MAANAA WAAA		

END, SECTION 00 41 13

20-03R, New Municipal Building City of Cosmopolis

SUBCONTRACTOR SUBMITTAL HVAC, Plumbing & Electrical Page 1 of 1

Within (1) Hour of Bid Submittal Time

1. SUBCONTRACTOR LISTING

Per RCW 39.30.060 if the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the subcontractors with whom the Bidder will directly subcontract for performance of the following work. If the Bidder intends to perform the work, the Bidder must enter its name for that category of work.

The bidder shall not list more than one subcontractor for each category of work identified UNLESS subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. Substitutions are prohibited except as outlined in RCW 39.30,060.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive and, therefore, VOID.

2. CATEGORY OF WORK

Item	Alternate Bid No. (if applicable)	Firm Name
HVAC Base Bld	N/A	ADVANCED HEATING & AIR INC
HVAC Alternate Bid	N/A	ADVANCED HEATING & AIR INC
Plumbing Base Bid	N/A	GENERAL MECHANICAL INC.
Plumbing Alternate Bid	1	GENERAL MECHANICAL INC.
Electrical Base Bid	N/A	BES ELECTRICAL SERVICES LLC
Electrical Alternate Bid	1, 2, 5	BES ELECTRICAL SERVICES LLC

Bidder may atta	ch a separate	sheet for	additional	bld	subcontractors.
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Submitted By: Katie Snodgrass, Vice President
Print Name & Title of Authorized Person

SUBCONTRACTOR SUBMITTAL Structural Steel and Rebar Installation Page 1 of 1

Within (48) Hours of Bid Submittal Time

1. SUBCONTRACTOR LISTING

Per RCW 39.30.060 if the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the subcontractors with whom the Bidder will directly subcontract for performance of the following work. If the Bidder intends to perform the work, the Bidder must enter its name for that category of work.

The bidder shall not list more than one subcontractor for each category of work identified UNLESS subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. Substitutions are prohibited except as outlined in RCW 39,30,060.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work shall render the Bidder's bid nonresponsive and, therefore, VOID.

2. CATEGORY OF WORK

Item	Alternate Bid No. (if applicable)	
Structural Steel Installation, Base Bid	N/A	ROGNLIN'S, INC.
Structural Steel Installation, Alternate Bld		ROGNLIN'S, INC
Rebar Installation, Base Bld	N/A	REBAR INTERNATIONAL INC
Rebar Installation, Alternate Bid	2, 3	REBAR INTERNATIONAL INC

Bidder may attach a separate sheet for additional bid subcontractors.

Submitted By: Katie Snodgrass, Vice President
Print Name & Title of Authorized Person

Section ou no 18

NON-COLLUSION AFFIDAVIT

Page 1 of 1

To: City Council, City of Cosmopolis

The undersigned, being duly sworn on oath says, that he/she is authorized to make this affidavit on behalf of

	e(s), the amount of this proposal and the preparation of the proposal.
l sta	ate that
1.	The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2.	Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a
3.	proposer or potential proposer, and they will not be disclosing before bid opening. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal for this contract, or to submit a price(s) bid higher that the price(s) in this proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4.	The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5.	Rognlin's, Inc. its affiliates, subsidiaries, officers, directors and (Name of Firm) employees are not currently under investigation by any governmental agency and have not in the last (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction.
	involving conspiracy or collusion with respect to bidding on any public contract.
l sta	te that <u>Rognlin's, Inc.</u> understands and acknowledges that the above (Name of Firm)
	esentations are material and important and will be relied on by the City of Cosmopolis in awarding the ract(s) for which this bid is submitted.
frau	derstand and my firm understands that any misstatement in this affidavit is, and shall be, treated as dulent concealment from the City of Cosmopolis of the true facts relating to the submission of bids for contract.
	Signed: Xata X S S S S S S S S S S S S S S S S S S
	Firm: Rognlin's, Inc.

Subscribed and sworn to me before this 24th day of ____ **Notary Public** JENNY KNUTSON

My Commission expires: <u>09/26/23</u>

NOTARY PUBLIC STATE OF WASHINGTON COMMISSION No. 210785 My Commission Expires: Sept. 26, 2023

Section to 45 ZO CERTIFICATION REGARDING RESPONSIBILITY MATTERS

Page 1 of 1

To: City Council, City of Cosmopolis

The undersigned, being duly sworn on oath says, that he/she is authorized to make this affidavit on behalf of my firm, and its owners, directors and officers and that he/she is the person responsible in my firm for the price(s), the amount of this proposal and the preparation of the proposal.

I state that the undersigned:

- 1. Are not presently debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not, within a (3) period preceding this proposal, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 3. Are not presently indicated for or otherwise criminally charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above; and
- 4. Have not within a (3) year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I state that	Rognlin's, Inc.		unde	rstands and ack	nowledges that th	ne above
representation	(Name of Firm) ns are material and important, a	and will be	e relied on	by the City of C	osmopolis in awa	ırdina the
	which this bid is submitted.			,	•	
	and my firm understands that a ncealment from the City of Cosi					
	Sigr	red:	Xata)	KSUR	GRADD	
			K	atië Snodgras	ss, Vice Preside	ent
	Firm	ı: <u>]</u>	Rognlin's	s, Inc.		
Subscribed ar	nd sworn to me before this 2	<u>4th</u> d	lay of	May	, 2023	
Notary Public	Loutson		· · · · ·	TENINIV L	All ITC AN	- -
My Commissio	on expires: <u>09/26/23</u>			NOTAR	(NUTS ON Y PUBLIC VASHINGTON	: : : :

COMMISSION No. 210785
My Commission Expires: Sept. 26, 2023

Section of Compliance with wage payment statutes

Page 1 of 1

To: City Council, City of Cosmopolis

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name:	Rognlin's, Inc.			
Signature of Authorized Official*:	Mater & Surdgrass			
Printed Name:	Katie Snodgrass			
Title:	Vice President			
Date:	05/24/2023			
City and State:	Aberdeen, WA			
Check One: Sole Proprietorship □ Partnership	□ Joint Venture □ Corporation ⊠			
State of Incorporation, or if not a corporation, State where business entity was formed: A Washington State Corporation				
If a co-partnership, give firm name under which business is				

END, CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

^{*} If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

BID BOND	
Conforms with The American Institute of Architects, A.I.A. Document No. A-310	
KNOW ALL BY THESE PRESENTS, That we, Rognlin's, Inc.	
	as Principal, hereinafter called the Principal,
and the Liberty Mutual Insurance Company	,
of Seattle, Washington	, a corporation duly organized under
the laws of the State of Massachusetts , as Surei	y, hereinafter called the Surety, are held and firmly bound unto
City of Cosmopolis	as Obligee, hereinafter called the Obligee,
in the sum of Five Percent (5%) of Bid Amount	
Dollars (\$ _Five Percent (5%) of Bid Amount), for the payment of which Surety, bind ourselves, our heirs, executors, administrators, successors and WHEREAS, the Principal has submitted a bid for New Municipal Building	•
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal a accordance with the terms of such bid, and give such bond or bonds as good and sufficient surety for the faithful performance of such Contract at the prosecution thereof, or in the event of the failure of the Principal to en shall pay to the Obligee the difference not to exceed the penalty hereof be for which the Obligee may in good faith contract with another party to pe be null and void, otherwise to remain in full force and effect.	may be specified in the bidding or Contract Documents with and for the prompt payment of labor and material furnished in ter such Contract and give such bond or bonds, if the Principal tween the amount specified in said bid and such larger amount
Signed and sealed this 17th day of May	, 2023
Witness	Rognlin's, Inc. (Seal) (Seal) (Seal) Principal Kathe Snodgrass, Vice President
Javier Castellanos SEAL BERDEROS SHING	Eiberty Mutual Insurance Company By Kathani I Jank Katharine J. Snider Attomey-in-Fact

S-0054/GE 12/00

Section 5, ItemC.



Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8207353-023049

POWER OF ATTORNEY

KNOWN ALL PERSO	ons by these prese	ENTS: That The Ohio	Casualty Insura	ance Company is a corporation duly organized under the laws of the State of New Hampshire, that
Liberty Mutual Insuran	ice Company is a corpor	ration duly organized ur	nder the laws o	f the State of Massachusetts, and West American Insurance Company is a corporation duly organized
under the laws of the S	State of Indiana (herein o	collectively called the "(Companies"), p	ursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A.
Keltner; Alyssa J. L	opez; Amber Lynn Re	ese; Amelia G. Burr	ill; Annelies I	M. Richie; Brandon K. Bush; Brent E. Heilesen; Carley Espiritu; Christopher Kinyon;
Cynthia L. Jay; Dan	a Marie Brinkley; Dia	ine M. Harding; Don	ald Shanklin,	Jr.; Eric A. Zimmerman; Erica E. Mosley; Holli Albers; Jacob T. Haddock; James B.
Binder; Jamie L. Ma	arques; Julie R. Truitt;	; Justin Dean Price; K	Cari Michelle	Motley; Katharine J. Snider; Lindsey Elaine Jorgensen; Lois F. Weathers; Michael
Mansfield; Misti M.	Webb; Sara Sophie S	Sellin; Tamara A. Rin	geisen	
all of the city of	Tacoma	state of	WA	each individually if there be more than one named, its true and lawful attorney-in-fact to make

execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of February

INSUA





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

Not valid for mortgage, note, loan, letter of credit currency rate, interest rate or residual value quar

February 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County
My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

By: Icresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company de hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th







Renee C. Llewellyn, Assistant Secretary

(POA) verification inquiries, HOSUR@libertymutual.com

For bond and/or Power of Attorney please call 610-832-8240 or email



321 W State St. PO Box 307

Aberdeen, WA 98520 Phone: (360)532-5220 Fax: (360)532-5761

Cosmopolis Municipal Building - Value Engineering Options

City of Cosmopolis ATTN: Darren Raines PO Box 2007 Cosmopolis, WA 98537 (360)532-9230 June 21, 2023

Rognlin's, Inc. is pleased to offer these value engineering proposals for cost saving measures on the Municipal Building project. These cost savings options, if accepted, will constitute a change in scope from the project as described in the bidding documents.

06 10 00 - Rough Carpentry

Eliminate Overbuild Framing Detail at Specified Corners: (\$10,220)

Delete wall overframing detail at locations shown in valueengineering drawing. This change will be cosmetic only and will not

effect building function

06 40 00 - Casework

Commercial-Grade Particle Board Cores (\$5,910)

Provide commercial-grade particle board cores and interiors with melamine instead of plywood cores as called out in bidding documents

Delete Lower Cabinet in City Clerks 127 (\$2,969)
Delete Countertop and Wall Supports in Lobby 101.2 (\$1,199)
Delete Countertop and Wall Supports in Hall 116.4 (\$1,391)
Delete Cabinets and Countertop in Booking 114 (\$2,943)

07 31 13 - Asphalt Shingle Roofing

Provide 40-Year Warranty Shingles (\$2,495)

Provide Malarkey Highlander 40-Year shingles in lieu of Malarkey Legacy 50-Year Shingles. This option substitutes a higher quality material for a lower grade building material.

07 54 25 - TPO Membrane Roofing Assembly

Delete Densdeck from Roofing Assembly (\$9,000)

Please Note: Approval by Building Official and Fire Marshall may be needed for this change as it will lower the fire resistance of the building

08 53 00 - Vinyl Windows & Glazing Film

Change Type A Windows to Type B (\$18,135)

Delete all Type A windows and provide Type B windows instead.

Delete the glazing film called out for lower panes of Type A windows

N2 56	59.	Sarvica	Windows

NEW VE BASE BID AMOUNT	\$2,753,488
Base Bid Amount	\$2,915,000
TOTAL VALUE ENGINEERING SAVINGS	(\$161,512
4 to Truly WPFS-S-L-C-U-D, and delete all lighting and control spares	
Change PL-1 to Truly SOLA-36-40W-30K-U-DI-2-CM10-D, change WL-	
Value Engineer Light Fixture and Delete Spares	(\$2,500
26 00 00 - Electrical	
savings	
system and controls there is opportunity for up to \$10K additional in	
If the Owner is willing to make some additional changes to the HVAC	
Additional Changes to HVAC System and Controls	(\$10,000
Provide Mitsubishi Equipment in lieu of Trane	(\$15,000
Switch to Mitsubishi Equipment	
23 00 00 - HVAC	
iron	
Provide ABS waste piping under building slab in lieu of no-hub cast	
Delete No-Hub Cast Iron Waste Piping	(\$4,300
22 00 00 - Plumbing	(64.200
10 51 00 - Delete Evidence Lockers	(\$7,110
10 51 00 - Delete Wardrobe Lockers & Benches	(\$7,340
10 44 13 - Delete Fire Protection Specialties	(\$3,160
10 28 13 - Delete Toilet Accessories	(\$4,510
10 26 00 - Delete Wall Protection Systems	(\$1,280
10 14 00 - Delete Signage	(\$3,180
10 11 16 - Delete Markerboards	(\$2,680
means they are now Ower Furnashed Owner Installed	
required for final occupancy. Removing them from the contract	
Please Note: Most of the building components listed below are	
10 00 00 - Specialties	
to avoid changes to cost and time of completion.	
seperately. Painting must be done on schedule in a timely manner	
this responsibility on the Owner to self-perform or hire out	
need to be completed for occupancy. Accepting this credit places	
Please Note: Painting is an essential building component and will	
Remove Painting from Contract	(\$39,690
09 90 00 - Painting and Coatings	
This change will not effect function of salating	
This change will not effect function of building	(\$2,500
09 65 16 - Resilient Sheet Flooring Delete Resilient Sheet Flooring and provide Luxury Vinyl Plank Instead	(\$2,500
00 CF 1C Besiliant Chart Flouring	
Delete one (1) Service Window	(\$4,000

^{*} Asterisk signifies unconfirmed cost savings amount

