



## Proposal / Contract

Pioneer Construction Services LLC  
8512 Glendale Rd.  
Custer, WA 98240

August 16, 2024

Rev 0

Owner: City of Lynden Parks Dept  
Address: 8770 Bender Rd.,  
Lynden, WA 98264

Proposed work to be completed at: 8770 Bender Rd.  
Lynden, WA 98264

### PCS Proposes to perform the following:

- Demo and remove existing exterior concrete
- Demo siding on west end wall, demo 2 interior demising walls (52lf) per sketch
- Provide and install sewer grinder pump, pump station and drain pipe to tie into existing sewer line on east end of building
- Provide and install new water supply line
- Materials, equipment and labor to form and pour 20'x40' slab with monolithic footing. (4) #4 rebar in footing. Saw cut control joints in slab in 10'x10' squares. Includes 2" rigid insulation and vapor barrier under slab
- Provide equipment, materials and labor to construct 20'x40' addition west end of existing building. Wall framing to be 2x6 at 16" on center, roof trusses at 24" on center, 9/16" OSB sheathing on roof and walls
- Supply and install (4) 4'x3' white vinyl windows, (2) 3'x6'8" smooth fiberglass exterior doors, (1) 3'x6'8" self closing 1-hr rated door, and (3) interior solid core masonite doors. Leverhandle hardware on all doors
- Supply and install (1) 8'x8' and (1) 12'x10' insulated, white steel overhead doors. (No Glass)
- Hardi plank and hardi panels to match existing building.
- 50yr Architectural laminate shingles on roof to match existing
- Supply and install basic electrical per code, including office, restroom, and reception areas (Outlets, switches, lighting, etc is to be determined)
- Plumbing includes ADA toilet, ADA wall hung lav, point of use water heater
- HVAC includes 3-zone heat pump for offices and reception area, cadet style heaters in bathroom and storage room, and bath fan venting (HVAC locations TBD)
- R-49 blown in insulation in ceiling, R-21 batt insulation in exterior walls, R-13 batt insulation in interior walls
- 5/8" drywall on all interior wall and ceilings, with moisture resistant sheet rock in rest room. 4-way window wraps. Level 4 smooth wall finish in restroom, offices and reception area. Level 3 smooth finish is storage area
- Painting includes: PVA primer on all new drywall, 2 coats of low luster white paint on interior walls and ceiling. Satin sheen white paint on trim, and bathroom walls. Prime and paint exterior to match existing
- FRP to 4' high in restroom, 6" vinyl cove base
- Interior casing and base trim to painted MDF
- Install up to 30 tons of crushed rock around perimeter of addition
- 5" gutters on new addition to splice on to existing

**PCS Excludes the following:**

- If not listed in this proposal, pricing not included. Which includes but is not limited to signage, cabinets, appliances, fire extinguishers, shelving, utilities not mentioned above, etc.
- This proposal is for budget purposes only. Final pricing to be based on final design and structural engineering.
- Preconstruction services and engineering is included and budgeted at \$15,000.00
- Pricing excludes sales tax.

**Pricing for scope listed above**

**\$ 255,754.00**

Thank you for inviting Pioneer Construction Services to provide pricing on this project, and we look forward to the opportunity to work with you in the future and delivering a great project.

Dustin Honcoop  
 Pioneer Construction Services LLC.  
 Cell: (360) 410-9035  
 Email: dustin@pioneer-cs.com

Unless contracting party has signed and returned this agreement within thirty (30) calendar days of the date first stated above, PCS proposal shall be null and void. This proposal is subject to, General Terms and Conditions.

Contracting party’s signature on one copy returned to PCS will render this a legal contract for the performance of the above work. Contracting party’s signature also acknowledges receipt of PCS Notice to Customer statement attached hereto.

Approved by Contracting Party:

Pioneer Construction Services LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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





## GENERAL TERMS AND CONDITIONS

The intent of the General Terms and Conditions is to have a contract frame work for the administration and execution of the scope of work, with fairness to both parties.

The Contractor shall be responsible for all construction means, methods and sequences. The Contractor will install materials specified in the contract. Where the contract does not call for a specific grade or specification, the contractor will install materials which are new and conform to industry practice. The Contractor is not responsible for the suitability or function of materials specified by the Customer or Architect. Contractor is not responsible for the safeness or function of the design(s) furnished by the Customer or Architect. The Contractor is not responsible for property damage, or the consequences thereof, or personal injury, or the consequences thereof caused by chemical, biological or toxic agents or elements that may be a part of any building material utilized in the construction. The contractor will not utilize any building material known to the contractor to be directly toxic or harmful to persons or the environment.

**BUILDER WARRANTY:** Contractor warrants that all labor, materials, products and taxes have been or will be paid, and that there will be no potential lien claim against owners property following the final payment from the owner to the contractor. All products supplied by suppliers, manufacturers and subcontractors to the project are warranted to the extent that the suppliers or manufacturers provide a warranty. Contractor warrants that all work will be performed in a commercially reasonable manner and will be performed to industry standards or better. Warranty work is defined as work that is necessary to repair or replace materials or items which become non-operational or dysfunctional excluding normal wear from use. The Contractor's warranty is for a period of twenty four (24) months from the date of this agreement and thereafter expires. Contractor will perform all necessary labor to repair or replace defective work at no cost to the owner. Any warranty claim of the Customer shall accrue only during this one year period and shall be submitted to the Contractor in writing at their place of business. Any warranty claim or other cause of action arising under the terms of this agreement, including the warranty, must be filed in a court of competent jurisdiction within four (4) months of the expiration of the warranty. Any unresolved, unasserted or undiscovered claim or cause of action which is not filed within (4) months from the expiration of this warranty is waived. Warranty work performed by the contractor does not extend the warranty. The warranty is void if a person or firm other than this Contractor performs or re-performs any work within the scope of this agreement. The Contractor is not responsible and excludes all incidental or consequential damages. This warranty is not transferable. THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

Manufactured or consumer products such as roofing materials, appliances, hardware, windows, heating and mechanical systems, fixtures, etc. are not separately warranted by the Contractor. In the event that the Customer encounters a defect in a manufactured or supplied product, the Contractor shall assist the Customer in securing the repair or replacement of these products pursuant to the particular manufacture's or distributor's warranty. Repair of the following items is specifically excluded from the Contractors warranty: Damages resulting from lack of owner maintenance, damages resulting from owner abuse or ordinary wear and tear, deviations that arise such as minor cracking of concrete, stucco and plaster, minor stress fractures in drywall due to the curing, warping or deflection of lumber, damages caused by mold, shrinking or cracking of grouts and caulking, fading of paints or finishes exposed to sunlight and weather and all Customer supplied items and materials.

**PAYMENT PROCEDURES:** Progress payments shall be paid to the contractor during the progress of the job. Contractor shall submit applications for payment on or about the 10th day of each month, based upon the progress of work completed. Contractor will submit schedule of values to owner if requested. Progress payments will be made by the owner to the contractor within ten (10) days of the owners receipt of the contractor's invoice for progress payment. During this ten day period between receipt of the contractor's invoice for progress payment and payment of the invoice, the owner shall review the correctness of the contractors billing, the progress of the work and conformance with the contract documents, and identify any concerns which the owner may have to the contractor. The owner shall note any observable work that does not appear to conform to the contract documents or which appears to be otherwise defective and shall bring it to the contractor's attention in writing. Payments due and unpaid under the contract shall bear interest from the date payment is due at the rate of 1% per month. There shall be no retainage and no holdback from any invoice.

**FINAL PAYMENT:** Payment of the entire unpaid balance of the contract price, together with increases or decreases in the contract price due to change orders shall be paid by the owner to the contractor within a ten (10) day period of time following the contractor's submission of final invoice to the owner. The entire balance of the contract price shall become due and payable if the owner declines or fails to furnish the contractor a written punch list as per the contract within ten (10) days of the contractor's request. The owner may retain or hold back a certain amount of dollars or a certain percentage of the contract price in order to insure the contractor's corrections of the work, if any, and completion of final miscellaneous work. There shall be no retainage or holdback for warranty work. The owner shall promptly deposit the holdback into an interest bearing escrow account of the contractor's choice, to await disbursement upon notice of owner to said bank. All accrued interest on escrow account shall be paid to the contractor.

If the owner does not deposit the full amount of the holdback within seven (7) days, this shall conclusively constitute the owner acceptance of the contractor's work "as is" and shall constitute the owners waiver of any and all claims against the contractor, including warranty claims. Prior to complete payment of the balance owed on the contract price, including all retainage and holdback as stated above, the owner shall refrain from utilizing the premises upon which the contractor has performed work, unless mutually agreed upon in writing between the contractor and the owner. If the owner uses or occupies any of the work performed by the contractor prior to making full payment to the contractor, then the unpaid balance including all hold backs and retainage shall become due and payable, and the owner agrees to thereby unequivocally accept all of the contractor's work "as is," without warranty.

**CHANGES IN THE SCOPE OF WORK:** The owner may request modification in the work, or extra work, after construction has begun. Requests shall be made directly to the contractor, but not to subcontractors or unauthorized employees of the contractor. Change orders should be reduced to a signed writing in order to avoid misunderstandings over cost or scope of work. A written change order will be prepared on a form furnished by the contractor and shall state the effect of the modification upon the contract price and the completion date. The price of all written change orders shall be paid in full by the owner to the contractor at one of the following times:

- At the time the change order is performed.
- At the time the next progress billing is sent to the owner.
- Other (please specify)

However, the owner may elect to orally authorize or approve change orders. Unless a change order has been prepared in writing and signed by both parties, the cost of processing or completing any change order shall simply be calculated on the basis of a labor rate of \$80.00 per hour for Principals, \$70.50 per hour for Project Manager, \$70.50 per hour for Superintendent and \$60.50 per hour for all other contractors personnel, including carpenters, laborers, etc. plus materials, equipment,



subcontractor invoice costs, dumpster fees, rental equipment, storage containers, etc., communications, fuel, and other miscellaneous expenses to the Contractor, plus liability insurance and B&O taxes, all subject to a markup of 12 percent and sales taxes at the prevailing rate for all work order requests performed and completed by the Contractor. In the absence of a written agreement to the contrary, the effect on the completion date should be twice the proportion by which the contract price is increased.

**BUILDING CODES:** In the event that the contractor and owner enter the contract before the contractor's receipt of the approved plans from the building department, the contract price and the estimated date of substantial completion may be increased, because of required changes by the jurisdictional building authority, in which event either the contractor or the owner shall be relieved of further obligation if the increase is greater than fifteen percent (15%). The contractor shall complete the work according to the project documents identified in the agreement. If the approved drawings have been issued by the building department, both the contractor and the owner may rely upon those approved drawings as conforming to all applicable regulations and building codes of the jurisdictional building authority. In the event that the building department or other governmental agency requires revision(s) and or addition(s) of any work within the scope of this agreement, or in the event that the contractor uncovers or discovers defects or problems with an existing structure or building site which should be corrected in order to conform to safety requirements, building codes, or accepted construction practices, the contractor will advise the owner of any required changes or modifications in the work. The owner may authorize the contractor to perform changes and/or additions to such work according to the section of the agreement dealing with changes in the scope of work. The contractor is not responsible for any special inspections, analyses or reports which are not ordinarily provided for by a building inspector.

**CORRECTION OF WORK:** After the work is ready for the owners use or occupancy, the contractor and owner shall jointly inspect the work and a single list shall be prepared by the owner identifying all work to be completed or corrected. There shall be only one such written list of work identified to be incomplete or incorrect, and the list shall be signed by the owner and given to the contractor. The contractor shall then expeditiously complete all work stated on the punch list for which the contractor is responsible under the terms of this Agreement. The owner shall not contract with any alternative contractor for the performance or completion of work within the scope of this agreement, nor shall the owner claim a credit or back charge for the cost of completing any item stated on the written punch list, nor shall the owner occupy or use the contractor's work until and unless the contractor shall have first been given reasonable notice and opportunity to correct the work stated on the punch list referred to above. If the owner does contract with an alternate contractor to perform the pickup work or otherwise complete the project without first affording the above-described opportunity to the contractor to do so, or if the owner commences to use or occupy the space or work in which the contractor performed work, the owner then agrees to accept all work "as is" and thereby waives any claim against the contractor under the terms of this agreement, including warranty claims. Upon the contractor's completion or correction of the work identified on the single written punch list, any retainage or amount withheld from final payment shall be paid within the next three days to the contractor. All further work shall be performed as warranty work as provided for under the terms of this agreement. If owner declines or fails to furnish the contractor a written punch list as per the contract, within ten (10) days of the contractor's request, the work shall be deemed correct and complete.

**INSURANCE:** The Contractor shall purchase from and maintain in a company lawfully authorized to do business in the state of Washington insurance for protection from claims under workmen's compensation acts and other employee benefit acts which are applicable, claims for

damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the contractor's operations under the contract, whether such operations be by the contractor or by the sub contractor. The minimum limits of the contractor's general liability insurance shall be general aggregate limit \$2,000,000, products completed operations aggregate limit \$2,000,000, each occurrence limit \$1,000,000. The minimum limits of the contractors' auto liability including non-owned/hired auto liability shall be \$2,000,000.

The owner shall purchase and maintain, in a company lawfully authorized to do business in the state of Washington, Course of Construction Property Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall be on a special form and shall include interests of the owner, the contractor, subcontractors and sub-subcontractors in the work. Such insurance shall include building materials not yet a part of, but destined to become a part of the completed structure. Contractor shall be named as additional insured on owners property insurance, as their interest may appear including but not limited to building materials and work completed but not yet accepted by owner. Owner shall also maintain Premises Liability Insurance on the project site with a limit of not less than \$5,000,000.

**DISPUTES AND REMEDIES:** Any dispute between the owner and contractor shall be decided according to the Mandatory Arbitration Rules of the county in which the suit is filed, regardless of the amount in dispute. The arbitrator's award shall not be limited by otherwise applicable MAR rules. The arbitrator shall have authority to determine the amount, viability and enforceability of a lien. The arbitrators' decision may only be appealed pursuant to RCW Ch 7.06. Fees: Owner shall pay all of the contractor's attorney's fee's and court costs if the builder wins pursuant to RCW 4.84.10. In the event a dispute arises and either party seeks and receives legal counsel for which a fee is charged, the prevailing party shall in all cases be awarded his or her actual attorney's fees paid and/or billed, regardless of whether the dispute is resolved through settlement or arbitration there shall be one and only one prevailing party, which shall be the single party in whose favor a net monetary settlement or arbitration award is received, after all offsets, back charges, counterclaims, etc. are resolved, and regardless of which party may have prevailed on which issues, the award of actual attorney's fees shall include all fees billed by the prevailing party's attorney to the prevailing party and shall not be limited or increased to reasonable attorney's fees. The prevailing party's actual attorney's fees shall be conclusively presumed to be reasonable in the absence of the non-prevailing party's proof that such fees are manifestly unreasonable. In determining the party in whose favor a net monetary judgment is awarded, the arbitrator cannot consider tenders or payments of money made after suit has been filed. The Disputes and Remedies clause superseded all statutes and court rules dealing with the determination of prevailing party and the award of attorney's fees. The intent of Disputes and Remedies is to be fair to both parties.

, Contracting Party shall provide thirty (30) working days' written notice of the default with an opportunity to cure. If Contractor fails to timely correct said default, or fails to

Agreement supersedes all other prior or contemporaneous agreements, representations, understandings, and promises, oral and/or written, by or between the parties, with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings, and promises, oral and/or written, made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement, or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.

State of Washington

This disclosure statement is required by law to be provided to the customer.

**NOTICE TO CUSTOMER**

This contractor, **Pioneer Construction Services LLC.**, is registered with the State of Washington, Registration No. **PIONECS775LE**, as a general contractor and has posted with the state a bond or cash deposit of \$12,000 for the purpose of satisfying claims against the contractor for the negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is **06-03-2024**.

**THIS BOND OR CASH DEPOSIT MAY NOT BE SUFFICIENT TO COVER A CLAIM WHICH MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

**FOR GREATER PROTECTION, YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.**

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

**YOUR PROPERTY MAY BE LIENED.**

If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment and you could pay twice for the same work.

**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.

**Pioneer Construction Services LLC.** annually renews registration with the Washington State Department of Labor and Industries. To verify our registration you may call WSD of L & I at 360-902-5226.

Acknowledgment of receipt:

Property Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor's Representative \_\_\_\_\_