

**PUBLIC WORKS CONTRACT
FOR
BREWMASTERS HOUSE REPAIR AND RENOVATION
Tumwater Project No. 2023010**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this ____ day of _____, 2023 and is made by and between the City of Tumwater, a Washington municipal corporation ("City or Owner"), and Heritage Restoration Inc., a Washington corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the **Brewmasters House Repair and Renovation** project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the **Brewmasters House Repair and Renovation** project. The Project includes, without limitation, renovation and other work; as shown in Exhibit A, Scope of Work all in accordance with the Contract Documents ("Work"). Work shall be performed and completed as described in the Contract Documents, which include without limitation, the following: Scope of Work attached as Exhibit A; Notice of Completion of Public Works Contract attached as Exhibit B; Contract Change Order Agreement attached as Exhibit C; Notice to Labor Unions or Other Employment Organizations of Nondiscrimination in Employment attached as Exhibit D; Certificate(s) of Insurance Form attached hereto as Exhibit E; Nondiscrimination in Benefits attached as Exhibit F; Performance Bond G-1; Payment Bond G-2; Contractors Declaration of Option for Management of Statutory Retained Percentage H-1; Retainage Bond H-2. Current Heritage Restoration Pricing – 2023 Prevailing Wage Rates attached as Appendix A; incorporated herein by this reference (collectively the "Contract Documents"). Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date. The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. The Work shall be completed within ninety (90) working days which will begin the first day the Contractor begins work or ten (10) days after the Notice to Proceed is issued by the City, whichever occurs first. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit B.

1.3 Liquidated Damages. Time is of the essence of the Contract. Delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision. It is impractical for the City to calculate the actual cost of

delays. Accordingly, the Contractor agrees to pay liquidated damages calculated on the following formula for its failure to complete this Contract on time:

- (1) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and
- (2) To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

LIQUIDATED DAMAGES FORMULA

$$LD = \frac{0.15C}{T}$$

Where: LD = Liquidated damages per working day
(rounded to the nearest dollar).

C = Original Contract amount.

T = Original time for completion.

When the Work is completed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the City may determine the Work is complete. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete this entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit C, which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No

claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.7 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.8 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

1.9 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work as described in the Plans and Specifications, and final acceptance by the City, and the expiration of all warranties contained in the Contract Documents ("Term").

3. WARRANTY

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being licensed to do business in the City of Tumwater by obtaining a City of Tumwater business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work as more fully set forth in the General Special Provisions. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor Two Hundred Sixty Eight Thousand Six Hundred Six Dollars and Sixty-two Cents. (\$268,606.62) which amount shall constitute full and complete payment by the City ("Total Compensation").

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract, including the City of Tumwater Business and Occupation taxes.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based on partial estimates prepared by the Engineer. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the Final Voucher made by the Engineer and signed by the Contractor.

Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

5. NONDISCRIMINATION

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. Nondiscrimination in Services. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, Contractor shall provide employee benefits

or an equivalent sum to the domestic partners of their employees involved in Contractor's operations applicable to this Contract if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC. Contractor shall execute an affidavit for contracts with a value of \$50,000 or more attached hereto as Exhibit F.

E. If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. CITY'S RIGHT TO TERMINATE CONTRACT

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

- (1) If the Contractor should be adjudged a bankrupt.
- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of the Contractor.
- (4) If the Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.

- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If the Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.
- (9) If the Contractor should persistently disregard instructions of the City Administrator or his or her representative.
- (10) If the Contractor shall be in breach or violation of any term or provision of this Contract, or
- (11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

7.3 Result of Termination. In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

- (1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.
- (2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.
- (3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.
- (4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licenses, or representatives, arising from, resulting from or connected

with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

8.3 Survival. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9. INSURANCE

9.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating which is satisfactory to the City:

- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
- (2) Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, and, per project, in the aggregate for each period (may be substituted with \$2,000,000 Commercial General Liability insurance per occurrence and in the aggregate with a minimum of \$1,000,000 Excess or Umbrella Liability insurance per occurrence and in the aggregate as detailed in APWA GSP Section 1-07.18(5) Exhibit E included in these Contract Documents);
- (3) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2 Endorsements. Each insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.
- (2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
- (3) Coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.
- (4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.
- (5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

9.3 Verification. Contractor shall furnish the City with certificates of insurance on an ACORD™ Certificate of Liability Insurance form or an equivalent format attached hereto as Exhibit E, which certificate must be executed by a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9.4 Subcontractors. Contractors shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be disclosed by Contractor and approved in writing by the City. At the

option of the City, Contractor shall either reduce or eliminate such deductibles or self-insured retentions or procure a bond guaranteeing payment for any amounts not covered by the insurance by reason of such deductibles or self-insured retentions.

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

9.7 Termination. The Contractor's failure to provide the insurance coverage required by this Section shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lower bidder.

10. PERFORMANCE AND PAYMENT BONDS

Pursuant to RCW 39.08.010, Contractor shall post both a Performance Bond, attached to this Contract as Exhibit G-1, and a Payment Bond, attached to this Contract as Exhibit G-2, in favor of the City, and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bonds.

11. SAFETY

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from danger all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

12. PREVAILING WAGES

11.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages and fringe benefits are listed in Appendix A. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix A.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly

wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract, do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

12.3 Reporting Requirements. On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

- (1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the City.
- (2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the Contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted weekly by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

13. FAILURE TO PAY SUBCONTRACTORS

In addition to any other remedies provided herein, in the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

14. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

15. CONFIDENTIALITY

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

16. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

17. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

18. GENERAL PROVISIONS

18.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

18.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

18.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

18.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

18.5 Successors in Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

18.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be Thurston County, Washington.

18.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

18.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

18.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

18.10 Notices. Any notices required to be given by the City to the Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

18.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

18.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

18.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the City Administrator or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

*** Signatures on Following Page ***

Type/Print Name _____
 Notary Public in and for the State of Washington
 My commission expires: _____.

Brewmasters House/Museum Fire and Smoke Repair

Scope of Work

Work on behalf of City of Tumwater to restore the fire and smoke damaged structure of Brewmasters House/Museum to its original pre-loss condition. This will include procuring permits and adhering to code and safety requirements. Heritage Restoration will not go beyond the general perceived scope of the Insurance Coverage without written approval from the City of Tumwater. Communicate with the City of Tumwater along with the assigned insurance adjusters during each step of the process. The City of Tumwater authorizes and directs their insurance company to communicate freely with Heritage Restoration regarding this claim.

Part 1) STRUCTURE, REPAIR

- Assess Damages caused by Smoke, Fire, and Water.
- Perform required AHERA Survey. (asbestos and lead)
- Abate necessary asbestos in approved manners as required by OSHA & ORCA agencies.
- Abate necessary lead in approved manners as required by OSHA & ORCA agencies.
- Remove burned/damaged portions of structure and dispose of.
- Arrange for an electrical evaluation to determine the needs/requirements of electrical work.
- Arrange for Structural Fire Inspection with Building Officials to determine required structural scope.
- Work with Insurance Adjuster to amicably define scope of repairs. This will most likely be an ongoing process as adjuster wants to move this project incrementally so as to evaluate necessary repairs. (This incremental evaluation is a common practice on these types of fire smoke and odor projects.)
- Wallpaper, Paint, Interior Trim, Flooring, Lighting, will be budgeted by Insurance Adjuster and given to City of Tumwater for decisions and or approval with the idea of keeping the original look and feel of the vintage period home where applicable.
- Perform repairs to structure as authorized.

Heritage
Restoration
1581 N
National Ave
Chehalis, WA
98532
(360) 345-1015
firewaterstorm.com



Client: City of Tumwater - Brewmasters
House Property: 602 Deschutes Way SW
Tumwater, WA 98501

Operator:

ESTIMATO

Estimator: Alan Baum
alan@firewaterstorm.com

E-mail:

Type of Estimate: Fire
Date Entered: 3/2/2023

Date Assigned:

Price List: HRI_PREVFEB23
Labor Efficiency:
Restoration/Service/Remodel
Estimate: BREWMASTERS-RPRS

Thank you for choosing Heritage Restoration Inc to perform your **Emergency Mitigation and/or Reconstruction needs**. Listed below you will find a detailed breakdown of the services provided at the above mentioned property. This includes the work necessary to preserve and protect the property from further damage.

PLEASE NOTE: Due to the uniqueness of this restoration project, the costs of many of the materials may need to be supplemented based on availability/matching. Most line items have been marked as "Premium" although "premium" material costs are usually found to be much lower than actual costs on many high-end projects, let alone historical projects such as this.

Vendor invoices/receipts will be submitted as supplements where necessary.

Prevailing Wage: The pricing in this estimate includes prevailing wage. On September 1st, 2023 the prevailing wage rates are due to increase, and so any work performed on or after 09/01/2023 will be adjusted to reflect the changes in the prevailing wage for this jobsite.

DISCLAIMER:

On electrical: The proposed scope of electrical work and panel upgrade may change, depending on the inspection by L&I.

On wallpaper: Costs of the wallpaper may change depending on the selections to maintain a "historical appearance."

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BREWMASTERS-RPRS

SKETCH1

Main Level

Main Level

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R House wrap (air/moisture barrier)	161.78 SF		0.14	0.47	11.24	19.74	129.67
2. R&R Siding - board & batten - redwood	118.25 SF		1.28	12.94	191.70	336.32	2,209.54
3. R&R Siding - plywood panel - stain grade	83.25 SF		0.90	7.28	77.64	136.20	894.83
4. R&R Trim board - 1" x 6" - installed (cedar) on exterior	49.00 LF		1.22	8.45	54.02	94.78	622.63
5. R&R Quarter round - 3/4" on exterior	134.00 LF		0.50	3.11	55.15	96.74	635.63
6. Seal & paint base shoe or quarter round	134.00 LF		0.00	1.21	18.48	32.42	213.04
7. Seal & paint trim - two coats	49.00 LF		0.00	2.17	12.12	21.26	139.71
8. Scaffold - per section (per day)	15.00 DA		0.00	25.28	43.22	75.84	498.26
9. Fall protection harness and lanyard (per day)	6.00 DA		0.00	8.00	5.47	9.60	63.07
10. Labor to set up and take down scaffold - per section	10.00 EA		0.00	74.75	85.21	149.50	982.21
11. Mask and prep for paint - plastic, paper, tape (per LF)	238.90 LF		0.00	2.36	64.27	112.76	740.83
12. Mask the surface area per square foot - plastic and tape - 4 mil	153.00 SF		0.00	0.41	7.15	12.54	82.42
13. Stain & finish wood siding	667.81 SF		0.00	3.35	255.04	447.44	2,939.64
14. Gutter / downspout - aluminum - up to 5"	52.00 LF		0.00	11.80	69.95	122.72	806.27

15. Soffit & fascia - wood - 1' overhang	17.20 LF	0.00	15.37	30.13	52.88	347.37
16. Prime & paint exterior fascia - wood, 4"- 6" wide	17.20 LF	0.00	2.57	5.04	8.84	58.08
17. Prime & paint exterior soffit - wood	17.20 SF	0.00	3.38	6.62	11.62	76.38
18. Prime & paint gutter / downspout	87.00 LF	0.00	2.50	24.79	43.50	285.79
19. Stain & finish trim	61.65 LF	0.00	2.37	16.66	29.22	191.99
20. Clean with pressure/chemical spray	113.40 SF	0.00	0.77	9.96	17.46	114.74
back porch/deck plus front porch						



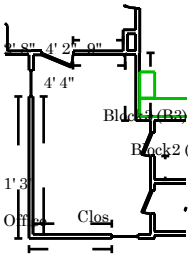
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DESCRIPTION	QTY	CONTINUED - Main Level	REPLACE	TAX	O&P	TOTAL
		RESET	REMOVE			
Total: Main Level				1,043.86	1,831.38	12,032.10



Office

Height: 9' 1"



447.74 SF Walls
585.69 SF Walls & Ceiling
15.33 SY Flooring

49.18 LF Ceil. Perimeter

137.94 SF Ceiling

137.94 SF Floor

49.18 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
21. Detach & Reset Fluorescent - one tube - 4' - fixture w/lens	1.00 EA	154.75	0.00	0.00	17.64	30.96	203.35
22. Floor protection - cardboard and tape	137.94 SF		0.00	0.98	15.41	27.04	177.63
23. Mask and prep for paint - plastic, paper, tape (per LF)	144.18 LF		0.00	2.36	38.78	68.06	447.10
24. Mask the surface area per square foot - plastic and tape - 4 mil	111.00 SF		0.00	0.41	5.18	9.10	59.79
25. Sand wood - interior	135.72 SF		0.00	15.42	238.58	418.56	2,749.94
26. Stain & finish trim	144.18 LF		0.00	2.37	38.95	68.34	449.00
27. Stain & finish door slab only (per side)	2.00 EA		0.00	87.79	20.02	35.12	230.72
28. Stain & finish base shoe or quarter round	49.18 LF		0.00	1.90	10.66	18.68	122.78
29. Wallpaper - Premium grade	585.69 SF		0.00	4.94	329.83	578.66	3,801.80
30. Add for dustless floor sanding	137.94 SF		0.00	1.25	19.66	34.48	226.57
31. Sand, stain, and finish wood floor	137.94 SF		0.00	9.08	142.79	250.50	1,645.79
32. Additional coats of finish (per coat)	137.94 SF		0.00	1.76	27.67	48.56	319.00
33. Mask or cover per linear foot	49.18 LF		0.00	1.14	6.40	11.22	73.69
34. Clean window unit (per side) 21 - 40 SF	4.00 EA		0.00	64.08	29.22	51.26	336.80
35. Wallpaper Hanger - per hour	2.74 HR		0.00	141.43	44.17	77.50	509.19
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
36. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
Totals: Office					995.94	1,747.30	11,479.71

BREWMASERS-RPRS

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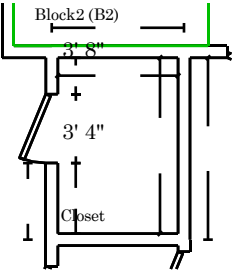


5'1" 4' 11" 2' 1' 11" 1'

Closet

Height: 9' 1"

- 149.97 SF Walls
- 166.33 SF Walls & Ceiling
- 1.82 SY Flooring
- 16.47 LF Ceil. Perimeter
- 16.36 SF Ceiling
- 16.36 SF Floor
- 16.47 LF Floor Perimeter



DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
37. Detach & Reset Light fixture	1.00 EA	106.60	0.00	0.00	12.16	21.32	140.08
38. Detach & Reset Shelving - 12" - in place	19.98 LF	18.28	0.00	0.00	41.64	73.04	479.91
39. Floor protection - cardboard and tape	16.36 SF		0.00	0.98	1.82	3.20	21.05
40. Wallpaper - Premium grade	166.33 SF		0.00	4.94	93.67	164.34	1,079.68
41. Add for dustless floor sanding	16.36 SF		0.00	1.25	2.33	4.10	26.88
42. Sand, stain, and finish wood floor	16.36 SF		0.00	9.08	16.93	29.72	195.20
43. Additional coats of finish (per coat)	16.36 SF		0.00	1.76	3.29	5.76	37.84
44. Mask or cover per linear foot	16.47 LF		0.00	1.14	2.14	3.76	24.68
45. Interior door - Detach & reset - slab only	1.00 EA		0.00	41.72	4.75	8.34	54.81
46. Door knob/lockset - Detach & reset	1.00 EA		0.00	59.70	6.80	11.94	78.44
47. Wallpaper Hanger - per hour	1.00 HR		0.00	141.43	16.13	28.28	185.84
additional labor to wallpaper a ceiling, roughly 2hr/100SF							

Totals: Closet

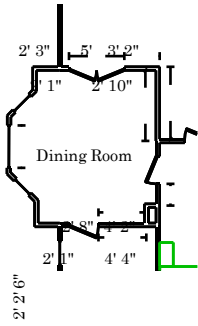
201.66 353.80 2,324.41

Dining Room

Height: 9' 1"

11" 7" on top

163.52 SF Ceiling
163.52 SF Floor
 $\frac{50}{12} = \frac{5}{6}$
50.97 LF Floor Perimeter



DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
48. Ceiling fan - Detach & reset	0.50 EA		0.00	379.68	21.64	37.96	249.44
49. Floor protection - cardboard and tape	163.52 SF		0.00	0.98	18.26	32.06	210.57

BREWMASTERS-RPRS

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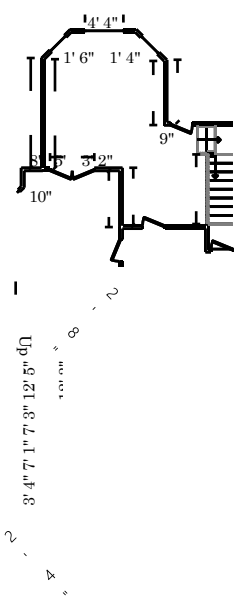
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**CONTINUED - Dining Room**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Mask and prep for paint - plastic, paper, tape (per LF)	168.97 LF		0.00	2.36	45.46	79.76	523.99
51. Mask the surface area per square foot - plastic and tape - 4 mil	60.00 SF		0.00	0.41	2.81	4.92	32.33
52. Sand wood - interior	164.97 SF		0.00	15.42	289.99	508.76	3,342.59
53. Stain & finish trim	164.97 LF		0.00	2.37	44.57	78.20	513.75

54. Wallpaper - Premium grade	627.59 SF		0.00	4.94	353.44	620.06	4,073.79
55. Mask or cover per linear foot	50.97 LF		0.00	1.14	6.62	11.62	76.35
56. Add for dustless floor sanding	163.52 SF		0.00	1.25	23.30	40.88	268.58
57. Sand, stain, and finish wood floor	163.52 SF		0.00	9.08	169.26	296.96	1,950.98
58. Additional coats of finish (per coat)	163.52 SF		0.00	1.76	32.81	57.56	378.17
59. Detach & Reset Chair rail - 2 1/2"	50.97 LF	5.08	0.00	0.00	29.52	51.78	340.23
60. Clean window unit (per side) 21 - 40 SF	6.00 EA		0.00	64.08	43.84	76.90	505.22
61. Wallpaper Hanger - per hour	3.26 HR		0.00	141.43	52.56	92.22	605.84
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
62. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56

Totals: Dining Room					1,145.06	2,008.90	13,198.39
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Entry

Height: 9' 1"

586.38 SF Walls

866.12 SF Walls & Ceiling

31.08 SY Flooring

64.40 LF Ceil. Perimeter

279.74 SF Ceiling

279.74 SF Floor

64.40 LF Floor Perimeter

Missing Wall

7' 10 7/16" X 9' 1 1/4"

Opens into STAIRS4

Missing Wall

1' 9/16" X 9' 1 1/4"

Opens into STAIRS2

Missing Wall

3' 3 13/16" X 9' 1 1/4"

Opens into STAIRS2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
63. Track for track lighting - Detach & reset	12.00 LF		0.00	20.64	28.24	49.54	325.46
64. Light fixture - Detach & reset	0.50 EA		0.00	106.60	6.07	10.66	70.03
65. Fixture (can) for track lighting - Detach & reset	3.00 EA		0.00	33.20	11.35	19.92	130.87

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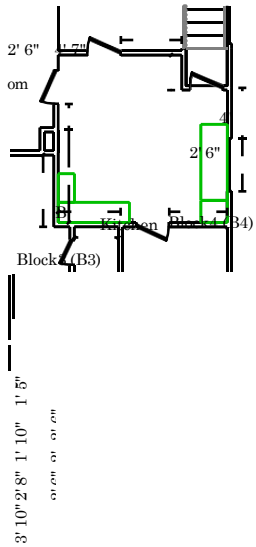
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CONTINUED - Entry

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
66. Detach & Reset Chair rail - 2 1/2"	64.40 LF	5.08	0.00	0.00	37.30	65.44	429.89
67. Mask and prep for paint - plastic, paper, tape (per LF)	184.40 LF		0.00	2.36	49.61	87.04	571.83
68. Floor protection - cardboard and tape	279.74 SF		0.00	0.98	31.25	54.84	360.24
69. Mask the surface area per square foot - plastic and tape - 4 mil	60.00 SF		0.00	0.41	2.81	4.92	32.33
70. Sand wood - interior	356.95 SF		0.00	15.42	627.48	1,100.84	7,232.49
efficiency modified as trim is sanded in place.							
71. Stain & finish trim	184.40 LF		0.00	3.33	70.00	122.82	806.87
efficiency modified as it will be stained in place at floor level.							
72. Interior double door, 8' - Detach & reset	1.00 EA		0.00	264.07	30.11	52.82	347.00
73. Stain & finish door slab only (per side)	4.00 EA		0.00	87.79	40.03	70.24	461.43
74. Wallpaper - Premium grade	866.12 SF		0.00	4.94	487.76	855.72	5,622.11
efficiency modified to account for hanging wallpaper on the ceiling, as well as over a rough surface.							
75. Add for dustless floor sanding	279.74 SF		0.00	1.25	39.86	69.94	459.48
76. Sand, stain, and finish wood floor	279.74 SF		0.00	9.08	289.56	508.00	3,337.60
77. Additional coats of finish (per coat)	279.74 SF		0.00	1.76	56.12	98.46	646.92
78. Mask or cover per linear foot	64.40 LF		0.00	1.14	8.36	14.68	96.46
79. Clean window unit (per side) 21 - 40 SF	6.00 EA		0.00	64.08	43.84	76.90	505.22
80. Wallpaper Hanger - per hour	5.58 HR		0.00	141.43	89.96	157.84	1,036.98
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
81. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
Totals: Entry					1,960.69	3,439.88	22,599.77



Kitchen

Height: 9' 1"



357.96 SF Walls
 511.54 SF Walls & Ceiling
 14.20 SY Flooring
 51.03 LF Ceil. Perimeter
 153.58 SF Ceiling
 127.79 SF Floor
 32.51 LF Floor Perimeter

5' 5"
 4'
 2' 6"

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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CONTINUED - Kitchen

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
82. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
83. Interior door - Detach & reset - slab only	1.00 EA		0.00	41.72	4.75	8.34	54.81
84. Detach & Reset Trim board - 1" x 6" - installed (hardwood - oak or =)	34.00 LF		5.89	0.00	22.82	40.06	263.14
85. Detach & Reset Chair rail - 2 1/2"	35.51 LF		5.08	0.00	20.57	36.08	237.04

86. 1" x 8" lumber (.667 BF per LF)	4.00 LF	0.00	5.94	2.71	4.76	31.23
87. Floor protection - cardboard and tape	127.79 SF	0.00	0.98	14.28	25.04	164.55
88. Mask and prep for paint - plastic, paper, tape (per LF)	32.51 LF	0.00	2.36	8.75	15.34	100.81
89. Mask the surface area per square foot - plastic and tape - 4 mil	188.81 SF	0.00	0.41	8.82	15.48	101.71
90. Finish Carpenter - per hour	10.00 HR	0.00	140.80	160.51	281.60	1,850.11
labor to detach cabinet doors and re-install after sealing and painting. Also to detach and reset pulls/locks						
91. Mask and prep for paint - tape only (per LF)	8.00 LF	0.00	1.10	1.01	1.76	11.57
around sink						
92. Trim board - 1" x 6" - installed (pine)	17.00 LF	0.00	7.60	14.72	25.84	169.76
93. Sand wood - interior	236.02 SF	0.00	15.42	414.90	727.88	4,782.21
includes door and window trim						
94. Stain & finish trim	152.02 LF	0.00	2.37	41.08	72.06	473.43
95. Stain & finish door slab only (per side)	4.00 EA	0.00	87.79	40.03	70.24	461.43
96. Wallpaper - Premium grade	392.22 SF	0.00	4.94	220.88	387.52	2,545.97
97. Mask or cover per linear foot	32.51 LF	0.00	1.14	4.22	7.42	48.70
98. Add for dustless floor sanding	127.79 SF	0.00	1.25	18.22	31.94	209.90
99. Sand, stain, and finish wood floor	127.79 SF	0.00	9.08	132.28	232.06	1,524.67
100. Additional coats of finish (per coat)	127.79 SF	0.00	1.76	25.64	44.98	295.53
101. Wood stove - Detach & reset	1.00 EA	0.00	1,102.72	125.71	220.54	1,448.97
102. Clean window unit (per side) 10 - 20 SF	4.00 EA	0.00	45.86	20.92	36.68	241.04
103. Wallpaper Hanger - per hour	2.54 HR	0.00	141.43	40.96	71.84	472.03
additional labor to wallpaper a ceiling, roughly 2hr/100SF						
104. Smoke detector	1.00 EA	0.00	96.32	10.98	19.26	126.56
Totals: Kitchen				1,366.92	2,398.04	15,755.25



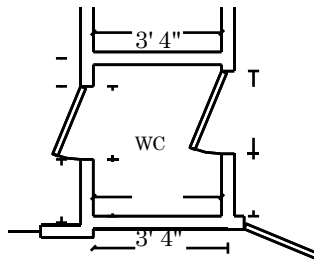
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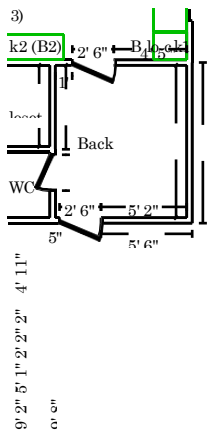
9' 1" 8"
1' 11"
1' 6"
2" 4"
2' 2"
1' 8"

WC **Height: 9' 1"**

- 132.87 SF Walls
- 146.08 SF Walls & Ceiling
- 1.47 SY Flooring
- 14.59 LF Ceil. Perimeter
- 13.22 SF Ceiling
- 13.22 SF Floor
- 14.59 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
105. Floor protection - cardboard and tape	13.22 SF		0.00	0.98	1.48	2.60	17.04
106. Mask and prep for paint - plastic, paper, tape (per LF)	14.59 LF		0.00	2.36	3.92	6.88	45.23
107. Mask the surface area per square foot - plastic and tape - 4 mil	54.00 SF		0.00	0.41	2.52	4.42	29.08
108. Seal & paint trim - two coats	60.59 LF		0.00	2.28	15.74	27.64	181.53
109. Paint door slab only - 2 coats (per side)	4.00 EA		0.00	56.91	25.96	45.52	299.12
110. Clean door - with detail (per side)	2.00 EA		0.00	27.42	6.25	10.96	72.05
111. Door knob/lockset - Detach & reset	2.00 EA		0.00	59.70	13.61	23.88	156.89
112. Additional cost to smoke seal door slab only (per side)	4.00 EA		0.00	26.87	12.25	21.50	141.23
113. Wallpaper - Premium grade	146.08 SF		0.00	4.94	82.27	144.32	948.23
114. Interior door - Detach & reset - slab only	4.00 EA		0.00	41.72	19.02	33.38	219.28
115. Toilet - Detach & reset	1.00 EA		0.00	449.37	51.23	89.88	590.48
116. Toilet/sink/drain plug - disposable - up to 4"	1.00 EA		0.00	5.71	0.65	1.14	7.50
117. Clean toilet - Heavy	1.00 EA		0.00	76.97	8.77	15.40	101.14
118. Clean window unit (per side) 10 - 20 SF	2.00 EA		0.00	45.86	10.45	18.34	120.51

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Height: 9' 1"

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
124. General Demolition - per hour	24.00 HR		113.14	0.00	309.55	543.08	3,567.99
125. Joist - floor or ceiling - 2x8 - w/blocking - 16" oc	72.73 SF		0.00	5.33	44.20	77.54	509.39
replace floors and ceiling							

126. Joist - floor or ceiling - 2x12 - w/blocking - 16" oc	72.73 SF	0.00	8.63	71.56	125.54	824.76
127. Sheathing - OSB - 3/4" - tongue and groove	96.00 SF	0.00	3.78	41.36	72.58	476.82
128. Drilled bottom plate - 2" x 6" treated lumber	34.20 LF	0.00	6.21	24.22	42.48	279.08
129. Sill seal foam - 6"	34.20 LF	0.00	0.65	2.53	4.44	29.20
130. Sheathing - OSB - 1/2"	192.00 SF	0.00	2.30	50.34	88.32	580.26
131. 2" x 6" x 10' #2 & better Fir / Larch (material only)	9.00 EA	0.00	10.17	10.44	18.30	120.27
132. 2" x 6" x 8' #2 & better Fir / Larch (material only)	15.00 EA	0.00	8.14	13.92	24.42	160.44
133. 2" x 6" x 116 5/8" pre-cut stud (for 10' wall, mat only)	29.00 EA	0.00	9.87	32.63	57.24	376.10
134. Labor to frame 2" x 6" load bearing wall - 16" oc	136.00 SF	0.00	4.61	71.47	125.40	823.83
135. Header - triple 2" x 6"	4.00 LF	0.00	16.01	7.30	12.80	84.14
136. Wedge anchor bolt - 1/2" x 8 1/2"	25.00 EA	0.00	22.75	64.84	113.76	747.35
137. Epoxy injection - concrete repair - Minimum charge	1.00 EA	0.00	870.75	99.26	174.16	1,144.17
securing anchors, per engineering.						
138. Framing hanger - 2" x 10" or 2" x 12"	18.00 EA	0.00	23.27	47.75	83.78	550.39

hangers for floor joists, roof joists, and for exterior deck.

139. Exterior door - fiberglass / wood 4,061.28 w/detail - Premium grade door to back porch. door to kitchen. Price may change according to vendor bid on door to match per-loss	2.00 EA	0.00	1,545.39	352.34	618.16	
140. Urethane foam sealant	34.00 LF	0.00	2.14	8.29	14.56	95.61
141. Caulking - butyl rubber	34.00 LF	0.00	5.30	20.54	36.04	236.78

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CONTINUED - Back Storage

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
To seal around doors and windows							
142. Door lockset & deadbolt - exterior	2.00 EA		0.00	117.25	26.74	46.90	308.14
door to back porch. door to kitchen. price may change depending on material cost for knobs/locks							
143. Interior door unit - Premium grade door to WC	1.00 EA		0.00	514.12	58.61	102.82	675.55
144. Batt insulation - 6" - R21 - unfaced batt	162.00 SF		0.00	2.05	37.86	66.42	436.38

145. Batt insulation - 10" - R30 - unfaced batt	72.73 SF	0.00	2.31	19.15	33.60	220.76
146. Batt insulation - 12" - R38 - unfaced batt	72.73 SF	0.00	2.62	21.72	38.12	250.39
147. Floor protection - plastic and tape - 10 mil	72.73 SF	0.00	0.51	4.22	7.42	48.73
148. 5/8" drywall - hung, taped, ready for texture	72.73 SF	0.00	4.10	34.00	59.64	391.83
149. 1/2" drywall - hung, taped, ready for texture	311.42 SF	0.00	3.94	139.87	245.40	1,612.26
150. Seal the walls and ceiling w/PVA primer - one coat	384.15 SF	0.00	0.89	38.98	68.38	449.25
151. Texture drywall - smooth / skim coat	384.15 SF	0.00	2.79	122.18	214.36	1,408.32
152. Floor protection - plastic and tape - 10 mil	72.73 SF	0.00	0.47	3.90	6.84	44.92
153. Seal/prime then paint the walls and ceiling twice (3 coats)	384.15 SF	0.00	1.97	86.27	151.36	994.41
154. Stain and finish door slab only - exterior (per side)	4.00 EA	0.00	123.34	56.24	98.68	648.28
exterior door and door to kitchen						
155. Stain & finish door/window trim & jamb (per side)	4.00 EA	0.00	61.38	27.98	49.10	322.60
exterior door and door to kitchen						
156. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	56.91	12.97	22.76	149.55
door to WC						
157. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	0.00	47.66	10.87	19.06	125.25
door to WC						
158. Light fixture	1.00 EA	0.00	108.76	12.40	21.76	142.92
159. Light bulb - LED A19 - up to 500 lm - material only	2.00 EA	0.00	6.14	1.40	2.46	16.14

BREWMASTERS-RPRS

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CONTINUED - Back Storage

DESCRIPTION

QTY

RESET

REMOVE REPLACE

TAX O&P

TOTAL

160. 110 volt copper wiring run, ceiling fan rated box - rough in only	1.00 EA	0.00	185.69	21.17	37.14	244.00
Code requires all ceiling boxes to be ceiling fan rated						
161. 110 volt copper wiring run, box and switch	1.00 EA	0.00	138.50	15.79	27.70	181.99
162. 110 volt copper wiring run, box and outlet	1.00 EA	0.00	138.06	15.74	27.62	181.42
163. Trim board - 1" x 6" - installed (pine)	51.00 LF	0.00	7.60	44.18	77.52	509.30
164. Crown molding - 4 1/4" hardwood	3.25 LF	0.00	12.45	4.61	8.10	53.17
165. Stain & finish trim	54.25 LF	0.00	2.37	14.65	25.72	168.94
166. Fir floor - straight grain - no finish	72.73 SF	0.00	14.78	122.54	215.00	1,412.49
167. Sand, stain, and finish wood floor	72.73 SF	0.00	9.08	75.29	132.08	867.76
168. Add for dustless floor sanding	72.73 SF	0.00	1.25	10.37	18.18	119.46
169. Smoke detector	1.00 EA	0.00	96.32	10.98	19.26	126.56
170. Wallpaper Hanger - per hour	2.00 HR	0.00	141.43	32.24	56.58	371.68

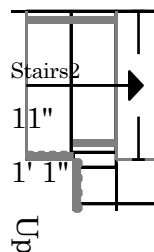
additional labor to wallpaper a ceiling, roughly 2hr/100SF

Totals: Back Storage

2,355.46 4,132.58 27,150.31

2' **Stairs2** **Height: 15' 6"**
 3' 4" —

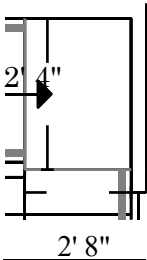
42.09 SF Walls
 48.57 SF Walls & Ceiling
 1.51 SY Flooring
 2.95 LF Ceil. Perimeter
 6.48 SF Ceiling
 13.57 SF Floor
 3.48 LF Floor Perimeter



Missing Wall **3' 3 13/16" X 15' 6 1/16"** **Opens into ENTRY**
Missing Wall **1' 9/16" X 15' 6 1/16"** **Opens into ENTRY**



CONTINUED - Stairs2



Subroom: Stairs3 (2)

Height: 13' 8"

—

77.00 SF Walls
84.74 SF Walls & Ceiling
0.86 SY Flooring
5.65 LF Ceil. Perimeter

7.74 SF Ceiling
7.74 SF Floor
5.65 LF Floor Perimeter

3' 8" 3' 4" 4" 4"

—

Missing Wall

3' 3 13/16" X 13' 7 9/16"

Opens into STAIRS2

Missing Wall

2' 4" X 13' 7 9/16"

Opens into STAIRS4

Subroom: Stairs4 (3)

Height: 13' 8"

—

—

7' 10"

3' 9" 3'

6"

97.48 SF Walls
123.17 SF Walls & Ceiling
5.03 SY Flooring

4"

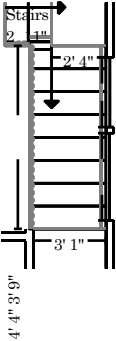
8.82 LF Ceil. Perimeter

25.69 SF Ceiling

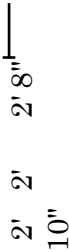
45.27 SF Floor

1

9.33 LF Floor Perimeter



Missing Wall	2' 4" X 13' 7 9/16"	Opens into STAIRS3
Missing Wall	7' 10 7/16" X 13' 7 9/16"	Opens into ENTRY
Missing Wall	3' 1 7/16" X 13' 7 9/16"	Opens into STAIRS5



Subroom: Stairs5 (1) Height: 8'

21

70.16 SF Walls

78.97 SF Walls & Ceiling

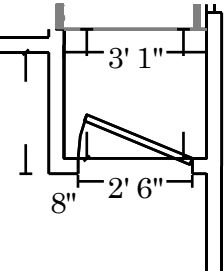
0.98 SY Flooring

8.77 LF Ceil. Perimeter

8.81 SF Ceiling

8.81 SF Floor

8.77 LF Floor Perimeter



Missing Wall	3' 1 7/16" X 8'	Opens into STAIRS4
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DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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171. Floor protection - cardboard and tape	75.39 SF	0.00	0.98	8.42	14.78	97.08
172. Mask and prep for paint - plastic, paper, tape (per LF)	27.23 LF	0.00	2.36	7.32	12.86	84.44
173. Mask the surface area per square foot - plastic and tape - 4 mil windows, stair skirts/wall trim, balustrade (wrap over)	239.00 SF	0.00	0.41	11.17	19.60	128.76
174. Wallpaper - Premium grade	335.45 SF	0.00	4.94	188.92	331.42	2,177.46

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CONTINUED - Stairs2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
175. Mask or cover per linear foot	27.23 LF		0.00	1.14	3.54	6.20	40.78
176. Add for dustless floor sanding	75.39 SF		0.00	1.25	10.74	18.84	123.82
177. Sand, stain, and finish steps and/or risers	42.00 LF		0.00	44.77	214.36	376.06	2,470.76
178. Additional coats of finish (per coat)	75.39 SF		0.00	1.76	15.13	26.54	174.36
179. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
180. Painter - per hour	24.00 HR		0.00	105.35	288.24	505.68	3,322.32
labor and sandpaper to sand the wood trim in the stairs, including baluster, handrails, newel, newel cap and stringer							
181. 160 - 180 grit sandpaper - per sheet	45.00 SH		0.00	1.19	6.11	10.72	70.38
182. Stain & finish balustrade	21.00 LF		0.00	44.22	105.86	185.72	1,220.20
183. Finish balustrade - 1 coat urethane	21.00 LF		0.00	24.75	59.26	103.96	682.97
184. Stain & finish post/wood beam 6" x 6"	12.00 LF		0.00	7.87	10.76	18.88	124.08
185. Stain & finish trim	36.00 LF		0.00	2.37	9.73	17.06	112.11
186. Stain & finish stair skirt/apron	21.20 LF		0.00	12.27	29.65	52.02	341.79
187. Finish stair skirt/apron - 1 coat urethane	21.20 LF		0.00	8.90	21.50	37.74	247.92
188. Stain & finish handrail - wall mounted	13.00 LF		0.00	3.18	4.72	8.26	54.32
189. Clean window unit (per side) 21 - 40 SF	2.00 EA		0.00	64.08	14.62	25.64	168.42
190. Clean window unit (per side) 10 - 20 SF	2.00 EA		0.00	45.86	10.45	18.34	120.51
191. Wallpaper Hanger - per hour	2.50 HR		0.00	141.43	40.31	70.72	464.61
additional labor to wallpaper a ceiling in stairwell - high ceiling							

Totals: Stairs2				1,072.97	1,882.36	12,367.17
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Total: Main Level				10,456.01	18,344.18	120,520.13
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Level 1

Level 1

Missing Wall

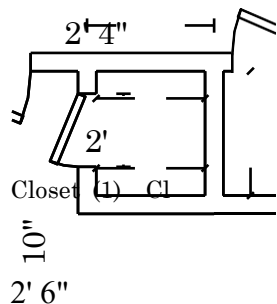
6' 2 3/16" X 8' 7/8"

Opens into Exterior

2' 3" 6" 1' 4"

Subroom: Closet (1)

Height: 8' 1"



68.96 SF Walls
73.50 SF Walls & Ceiling
0.50 SY Flooring
8.54 LF Ceil. Perimeter

4.54 SF Ceiling
4.54 SF Floor
8.54 LF Floor Perimeter

— —

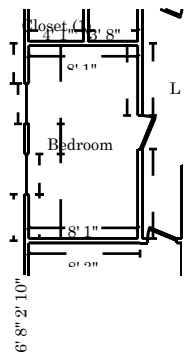
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
193. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
194. Floor protection - cardboard and tape	113.89 SF		0.00	0.98	12.72	22.32	146.65
195. Mask and prep for paint - plastic, paper, tape (per LF)	157.63 LF		0.00	2.36	42.41	74.40	488.82
196. Paint disappearing (folding) stairway/attic access ladder	1.00 EA		0.00	243.58	27.77	48.72	320.07
197. Sand wood - interior	199.63 SF		0.00	15.42	350.93	615.66	4,044.88
198. Stain & finish trim	157.63 LF		0.00	2.37	42.59	74.72	490.89
199. Stain & finish door slab only (per side)	2.00 EA		0.00	87.79	20.02	35.12	230.72
200. Door knob/lockset - Detach & reset	1.00 EA		0.00	59.70	6.80	11.94	78.44
201. Wallpaper - Premium grade	598.53 SF		0.00	4.94	337.07	591.34	3,885.15
202. Mask or cover per linear foot	55.63 LF		0.00	1.14	7.22	12.68	83.32
203. Add for dustless floor sanding	113.89 SF		0.00	1.25	16.22	28.48	187.06
204. Sand, stain, and finish wood floor	113.89 SF		0.00	9.08	117.89	206.82	1,358.83
205. Additional coats of finish (per coat)	113.89 SF		0.00	1.76	22.85	40.10	263.40
206. Wallpaper Hanger - per hour	2.98 HR		0.00	141.43	48.05	84.30	553.81

DESCRIPTION	QTY
additional labor to wallpaper a ceiling, roughly 2hr/100SF	

TOTAL

Bedroom 1 **Height: 8' 1"**

[illegible]



DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
208. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
209. Floor protection - cardboard and tape	116.63 SF		0.00	0.98	13.03	22.86	150.19
210. Mask and prep for paint - plastic, paper, tape (per LF)	110.97 LF		0.00	2.36	29.86	52.38	344.13
211. Mask the surface area per square foot - plastic and tape - 4 mil	72.00 SF		0.00	0.41	3.36	5.90	38.78
212. Sand wood - interior	239.93 SF		0.00	15.42	421.76	739.94	4,861.42
213. Stain & finish trim	78.97 LF		0.00	2.37	21.34	37.44	245.94
214. Stain & finish chair rail	44.97 LF		0.00	2.62	13.43	23.56	154.81
215. Stain & finish door slab only (per side)	4.00 EA		0.00	87.79	40.03	70.24	461.43
216. Wallpaper - Premium grade	479.74 SF		0.00	4.94	270.17	473.98	3,114.07
217. Interior door - Detach & reset	2.00 EA		0.00	152.61	34.80	61.04	401.06
218. Door knob/lockset - Detach & reset	2.00 EA		0.00	59.70	13.61	23.88	156.89
219. Mask or cover per linear foot	44.97 LF		0.00	1.14	5.84	10.26	67.37
220. Add for dustless floor sanding	116.63 SF		0.00	1.25	16.62	29.16	191.57
221. Sand, stain, and finish wood floor	116.63 SF		0.00	9.08	120.73	211.80	1,391.53
222. Additional coats of finish (per coat)	116.63 SF		0.00	1.76	23.40	41.06	269.73
223. Clean window unit (per side) 21 - 40 SF	4.00 EA		0.00	64.08	29.22	51.26	336.80
224. Wallpaper Hanger - per hour	2.32 HR		0.00	141.43	37.40	65.62	431.14

BREWMASERS-RPRS

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CONTINUED - Bedroom 1

DESCRIPTION	QTY
additional labor to wallpaper a ceiling, roughly 2hr/100SF	

RESET

REMOVE REPLACE

TAX O&P

TOTAL

225. Smoke detector	1.00 EA	0.00	96.32	10.98	19.26	126.56
Totals: Bedroom 1				1,117.74	1,960.96	12,883.50



Bedroom 2

Height: 8' 1"

447.28 SF Walls

616.76 SF Walls & Ceiling

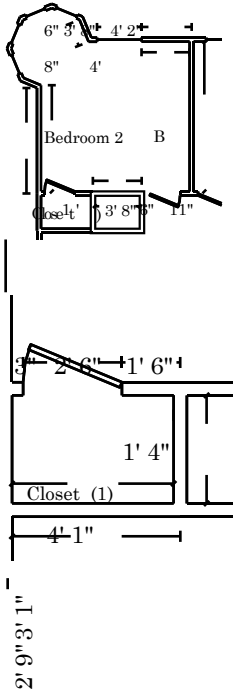
18.83 SY Flooring

55.39 LF Ceil. Perimeter

169.48 SF Ceiling

169.48 SF Floor

55.39 LF Floor Perimeter



Subroom: Closet (1)

Height: 8' 1"

- 110.30 SF Walls
- 121.50 SF Walls & Ceiling
- 1.24 SY Flooring
- 13.66 LF Ceil. Perimeter
- 11.20 SF Ceiling
- 11.20 SF Floor
- 13.66 LF Floor Perimeter



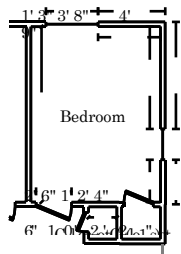
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
226. Detach & Reset Chair rail - 2 1/2"	69.05 LF	5.08	0.00	0.00	39.98	70.16	460.91
227. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
228. Fixture (can) for track lighting - Detach & reset	4.00 EA		0.00	33.20	15.14	26.56	174.50
229. Track for track lighting - Detach & reset	4.00 LF		0.00	20.64	9.41	16.52	108.49
230. Floor protection - cardboard and tape	180.68 SF		0.00	0.98	20.18	35.42	232.67
231. Mask and prep for paint - plastic, paper, tape (per LF)	186.05 LF		0.00	2.36	50.05	87.82	576.95
232. Mask the surface area per square foot - plastic and tape - 4 mil	77.00 SF		0.00	0.41	3.60	6.32	41.49
233. Stain & finish chair rail	69.05 LF		0.00	2.62	20.63	36.18	237.72
234. Sand wood - interior	339.10 SF		0.00	15.42	596.10	1,045.78	6,870.80
235. Stain & finish trim	186.05 LF		0.00	2.37	50.27	88.18	579.39
236. Stain & finish door slab only (per side)	4.00 EA		0.00	87.79	40.03	70.24	461.43

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CONTINUED - Bedroom 2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
237. Wallpaper - Premium grade	738.27 SF		0.00	4.94	415.76	729.42	4,792.23
238. Interior door - Detach & reset	2.00 EA		0.00	152.61	34.80	61.04	401.06
239. Door knob/lockset - Detach & reset	2.00 EA		0.00	59.70	13.61	23.88	156.89
240. Mask or cover per linear foot	69.05 LF		0.00	1.14	8.98	15.74	103.44
241. Add for dustless floor sanding	180.68 SF		0.00	1.25	25.75	45.18	296.78
242. Sand, stain, and finish wood floor	180.68 SF		0.00	9.08	187.02	328.12	2,155.71
243. Additional coats of finish (per coat)	180.68 SF		0.00	1.76	36.25	63.60	417.85
244. Clean window unit (per side) 21 - 40 SF	10.00 EA		0.00	64.08	73.06	128.16	842.02
245. Wallpaper Hanger - per hour	3.60 HR		0.00	141.43	58.04	101.84	669.03
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
246. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
Totals: Bedroom 2					1,721.80	3,020.74	19,846.00



Bedroom 3

Height: 8' 1"

346.72 SF Walls
 459.35 SF Walls & Ceiling
 12.51 SY Flooring
 42.94 LF Ceil. Perimeter

 112.63 SF Ceiling

112.63 SF Floor
42.94 LF Floor Perimeter

2' 9" 2' 3"

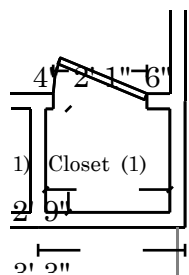
Subroom: Closet (1)

Height: 8' 1"

80.97 SF Walls
87.20 SF Walls & Ceiling
0.69 SY Flooring
10.03 LF Ceil. Perimeter

6.23 SF Ceiling
6.23 SF Floor
10.03 LF Floor Perimeter

1



DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL	
247. Light fixture - Detach & reset	1.00 EA			0.00	106.60	12.16	21.32	140.08
248. Floor protection - cardboard and tape	118.86 SF			0.00	0.98	13.28	23.30	153.06

BREWMASTERS-RPRS

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CONTINUED - Bedroom 3

DESCRIPTION
QTY
RESET

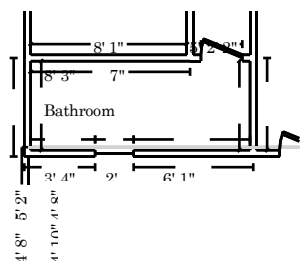
REMOVE REPLACE

TAX O&P

TOTAL

249. Mask and prep for paint - plastic, paper, tape (per LF)	119.97 LF	0.00	2.36	32.28	56.62	372.03
250. Mask the surface area per square foot - plastic and tape - 4 mil	30.25 SF	0.00	0.41	1.42	2.48	16.30
251. Sand wood - interior	256.93 SF	0.00	15.42	451.66	792.38	5,205.90
252. Stain & finish trim	119.97 LF	0.00	2.37	32.41	56.86	373.60
253. Stain & finish door slab only (per side)	4.00 EA	0.00	87.79	40.03	70.24	461.43
254. Stain & finish chair rail	52.97 LF	0.00	2.62	15.82	27.76	182.36
255. Wallpaper - Premium grade	546.55 SF	0.00	4.94	307.80	540.00	3,547.76
256. Interior door - Detach & reset	2.00 EA	0.00	152.61	34.80	61.04	401.06
257. Door knob/lockset - Detach & reset	2.00 EA	0.00	59.70	13.61	23.88	156.89
258. Mask or cover per linear foot	52.97 LF	0.00	1.14	6.89	12.08	79.36
259. Add for dustless floor sanding	118.86 SF	0.00	1.25	16.94	29.72	195.24
260. Sand, stain, and finish wood floor	118.86 SF	0.00	9.08	123.04	215.86	1,418.15
261. Additional coats of finish (per coat)	118.86 SF	0.00	1.76	23.84	41.84	274.87
262. Clean window unit (per side) 21 - 40 SF	4.00 EA	0.00	64.08	29.22	51.26	336.80
263. Wallpaper Hanger - per hour	2.36 HR	0.00	141.43	38.05	66.76	438.58
additional labor to wallpaper a ceiling, roughly 2hr/100SF						
264. Smoke detector	1.00 EA	0.00	96.32	10.98	19.26	126.56

Totals: Bedroom 3				1,204.23	2,112.66	13,880.03
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Bathroom

Height: 8' 1"

258.98 SF Walls
311.76 SF Walls & Ceiling
5.86 SY Flooring
32.07 LF Ceil. Perimeter

52.78 SF Ceiling
52.78 SF Floor
32.07 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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265. Smoke seal (shellac) & paint paneling	160.36 SF	0.00	2.09	38.21	67.04	440.40
266. Stain & finish chair rail	32.07 LF	0.00	2.62	9.58	16.80	110.40

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CONTINUED - Bathroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
267. Clean sink - Heavy	1.00 EA		0.00	46.20	5.27	9.24	60.71
268. Clean toilet - Heavy	1.00 EA		0.00	76.97	8.77	15.40	101.14
269. Clean tub - Heavy	1.00 EA		0.00	68.01	7.75	13.60	89.36
270. Light fixture - Detach & reset	2.00 EA		0.00	106.60	24.30	42.64	280.14
271. Floor protection - cardboard and tape	52.78 SF		0.00	0.98	5.89	10.34	67.95
272. Mask and prep for paint - plastic, paper, tape (per LF)	64.07 LF		0.00	2.36	17.23	30.24	198.68
273. Mask the surface area per square foot - plastic and tape - 4 mil	79.00 SF		0.00	0.41	3.70	6.48	42.57
274. Sand wood - interior	202.29 SF		0.00	15.42	355.60	623.86	4,098.77
275. Stain & finish trim	32.00 LF		0.00	2.37	8.64	15.16	99.64
276. Stain & finish door slab only (per side)	4.00 EA		0.00	87.79	40.03	70.24	461.43
277. Stain & finish chair rail	32.07 LF		0.00	2.62	9.58	16.80	110.40
278. Wallpaper - Premium grade	166.73 SF		0.00	4.94	93.90	164.74	1,082.29
279. Interior door - Detach & reset	21.00 EA		0.00	152.61	365.35	640.96	4,211.12
280. Door knob/lockset - Detach & reset	1.00 EA		0.00	59.70	6.80	11.94	78.44
281. Mask or cover per linear foot	32.07 LF		0.00	1.14	4.16	7.32	48.04
282. Add for dustless floor sanding	52.78 SF		0.00	1.25	7.52	13.20	86.70
283. Sand, stain, and finish wood floor	52.78 SF		0.00	9.08	54.64	95.84	629.72
284. Additional coats of finish (per coat)	52.78 SF		0.00	1.76	10.58	18.58	122.05
285. Clean window unit (per side) 10 - 20 SF	2.00 EA		0.00	45.86	10.45	18.34	120.51
286. Wallpaper Hanger - per hour	1.00 HR		0.00	141.43	16.13	28.28	185.84

additional labor to wallpaper a ceiling, roughly 2hr/100SF

Totals: Bathroom

1,104.08

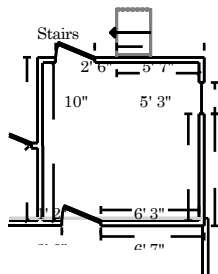
1,937.04

12,726.30

BREWMASTERS-RPRS

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1' 3" 6' 10" 10' 10' 1" 5' 6" 4' 8"
 0' 1' 7" 2"

Office

Height: 8' 1"

Up

324.19 SF Walls
 424.92 SF Walls & Ceiling
 11.19 SY Flooring
 40.15 LF Ceil. Perimeter

100.73 SF Ceiling
 100.73 SF Floor
 40.15 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
287. Furring strip - 1" x 2"	167.81 SF		0.00	1.96	37.50	65.78	432.19
288. Batt insulation - 6" - R21 - unfaced batt	167.81 SF		0.00	2.05	39.22	68.80	452.03
289. Floor protection - plastic and tape - 10 mil	100.73 SF		0.00	0.51	5.86	10.28	67.51
290. 1/2" drywall - hung, taped, ready for texture	324.19 SF		0.00	3.94	145.61	255.46	1,678.38
291. Seal the walls w/PVA primer - one coat	324.19 SF		0.00	0.89	32.89	57.70	379.12
292. Wallpaper - Premium grade	424.92 SF		0.00	4.94	239.29	419.82	2,758.21
293. Wallpaper Hanger - per hour	2.00 HR		0.00	141.43	32.24	56.58	371.68
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
294. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
295. Floor protection - cardboard and tape	100.73 SF		0.00	0.98	11.26	19.74	129.72

296. Mask and prep for paint - plastic, paper, tape (per LF)	92.15 LF	0.00	2.36	24.79	43.50	285.76
297. Mask the surface area per square foot - plastic and tape - 4 mil	36.00 SF	0.00	0.41	1.68	2.96	19.40
298. Sand wood - interior	116.15 SF	0.00	15.42	204.18	358.20	2,353.41
299. Stain & finish trim	92.15 LF	0.00	2.37	24.90	43.68	286.98
300. Stain & finish door slab only (per side)	2.00 EA	0.00	87.79	20.02	35.12	230.72
301. Trim board - 1" x 4" - installed (hardwood - oak or =)	40.15 LF	0.00	8.48	38.81	68.10	447.38
302. Trim board - 1" x 6" - installed (hardwood - oak or =)	52.00 LF	0.00	10.06	59.64	104.62	687.38
303. Interior door - Detach & reset	1.00 EA	0.00	152.61	17.40	30.52	200.53
304. Door knob/lockset - Detach & reset	1.00 EA	0.00	59.70	6.80	11.94	78.44
305. Mask or cover per linear foot	40.15 LF	0.00	1.14	5.22	9.16	60.15
306. Add for dustless floor sanding	100.73 SF	0.00	1.25	14.35	25.18	165.44
307. Sand, stain, and finish wood floor	100.73 SF	0.00	9.08	104.27	182.92	1,201.82

BREWMASERS-RPRS

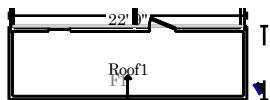
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CONTINUED - Office

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
308. Additional coats of finish (per coat)	100.73 SF		0.00	1.76	20.21	35.46	232.95
309. Clean window unit (per side) 21 - 40 SF	2.00 EA		0.00	64.08	14.62	25.64	168.42
310. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
Totals: Office					1,123.90	1,971.74	12,954.26



Roof1

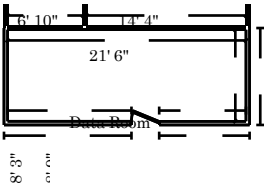


164.97 Surface Area
60.02 Total Perimeter Length
1.65 Number of Squares

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
311. R&R Flashing - pipe jack	2.00 EA		21.05	75.15	21.94	38.48	252.82
312. Tear off, haul and dispose of roll roofing	1.65 SQ		121.41	0.00	22.84	40.06	263.23
313. R&R Sheathing - plywood - 1/2" CDX	192.00 SF		1.68	3.53	114.04	200.08	1,314.44
314. R&R Drip edge	60.02 LF		0.98	4.14	35.04	61.46	403.80
315. Remove Roll roofing - w/out felt	1.65 SQ		121.41	0.00	22.84	40.06	263.23
316. Remove Additional charge for high roof (2 stories or greater)	1.65 SQ		15.80	0.00	2.98	5.22	34.27
317. Roofing felt - 15 lb.	1.81 SQ		0.00	56.96	11.75	20.62	135.47
318. Roll roofing - w/out felt	1.81 SQ		0.00	110.17	22.73	39.88	262.02
319. Additional charge for high roof (2 stories or greater)	1.65 SQ		0.00	37.01	6.96	12.22	80.25
320. R&R Aluminum sidewall/endwall flashing - mill finish	22.75 LF		1.75	9.70	29.69	52.10	342.28
Totals: Roof1					290.81	510.18	3,351.81
Total: Level 1					7,807.28	13,697.06	89,989.02

Basement

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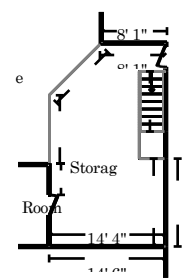
Data Room

Height: 7' 6"

- 446.25 SF Walls
- 623.63 SF Walls & Ceiling
- 19.71 SY Flooring
- 59.50 LF Ceil. Perimeter
- 177.38 SF Ceiling
- 177.38 SF Floor
- 59.50 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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Structural repairs to this room have been included in "Back Storage" on the Main level.						
321. Floor protection - plastic and tape - 10 mil	177.38 SF	0.00	0.47	9.50	16.68	109.55
322. Mask the surface area per square foot - plastic and tape - 4 mil	40.00 SF	0.00	0.41	1.87	3.28	21.55
323. Seal the walls and ceiling shellac - one coat	623.63 SF	0.00	1.15	81.76	143.44	942.37
Totals: Data Room				93.13	163.40	1,073.47



d
n
2' 6" 3' 5" 7' 7"
9
7

Storage

Height: 7' 6"

- 353.65 SF Walls
- 664.73 SF Walls & Ceiling
- 34.56 SY Flooring
- 47.15 LF Ceil. Perimeter
- 311.08 SF Ceiling
- 311.08 SF Floor
- 47.15 LF Floor Perimeter

3' 8"
10' 11"

- Missing Wall8' 7" X 7' 6"Opens into STORAGE_AREA
- Missing Wall9' 7/8" X 7' 6"Opens into STORAGE_AREA

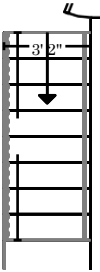
d
n
7' 7"

Subroom: Stairs2 (2)

Height: 13' 6"

- 81.39 SF Walls
- 105.40 SF Walls & Ceiling
- 4.71 SY Flooring
- 7.58 LF Ceil. Perimeter

24.01 SF Ceiling
42.37 SF Floor
9.01 LF Floor Perimeter



Missing Wall	3' 2" X 13' 5 9/16"	Opens into STORAGE2
Missing Wall	7' 7" X 13' 5 9/16"	Opens into STORAGE2
Missing Wall	3' 2" X 13' 5 9/16"	Opens into STAIRS3

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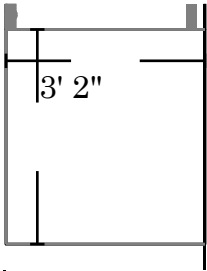
CONTINUED - Storage


Subroom: Stairs3 (1)

Height: 8'

27.33 SF Walls
38.15 SF Walls & Ceiling
1.20 SY Flooring
3.42 LF Ceil. Perimeter

10.82 SF Ceiling
10.82 SF Floor
3.42 LF Floor Perimeter



Missing Wall

3' 2" X 8'

Opens into STAIRS2

Missing Wall

3' 5" X 8'

Opens into STORAGE2

Missing Wall

3' 2" X 8'

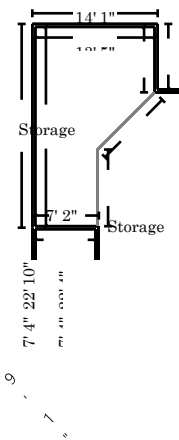
Opens into STORAGE2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
324. Floor protection - plastic and tape - 10 mil	200.00 SF		0.00	0.51	11.63	20.40	134.03
For repairs to drywall in basement following installation of new panel.							
325. 1/2" drywall - hung, taped, ready for texture	18.00 SF		0.00	3.94	8.09	14.18	93.19
326. 5/8" drywall - hung, taped, ready for texture	32.00 SF		0.00	4.10	14.95	26.24	172.39
327. Tape joint for new to existing drywall - per LF	33.00 LF		0.00	17.23	64.82	113.72	747.13
328. Seal the surface area w/PVA primer - one coat	56.00 SF		0.00	0.89	5.68	9.96	65.48
329. Texture drywall - smooth / skim coat	56.00 SF		0.00	2.79	17.81	31.24	205.29
330. Floor protection - plastic and tape - 10 mil	364.27 SF		0.00	0.47	19.51	34.24	224.96
331. Seal the surface area w/latex based stain blocker - one coat	60.00 SF		0.00	0.92	6.29	11.04	72.53
332. Paint more than the ceiling - two coats for uniform appearance	401.91 SF		0.00	1.47	67.36	118.16	776.33
333. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
334. Carpet	573.42 SF		0.00	4.59	300.05	526.40	3,458.45
335. R&R Exterior door - metal - insulated - flush or panel style	1.00 EA		64.12	555.72	70.66	123.96	814.46
336. Caulking - butyl rubber To seal around doors and windows	17.00 LF		0.00	5.30	10.27	18.02	118.39
337. Urethane foam sealant	17.00 LF		0.00	2.14	4.15	7.28	47.81
338. R&R Door lockset & deadbolt - exterior	1.00 EA		44.88	117.25	18.48	32.44	213.05

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CONTINUED - Storage

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
339. Cleaning Technician - incl. cleaning agent - per hour	2.00 HR		0.00	101.89	23.23	40.76	267.77
Totals: Storage					653.96	1,147.30	7,537.82



Storage Area2

Height: 7' 6"



- 376.35 SF Walls
- 599.54 SF Walls & Ceiling
- 24.80 SY Flooring
- 50.18 LF Ceil. Perimeter
- 223.19 SF Ceiling
- 223.19 SF Floor
- 50.18 LF Floor Perimeter

Missing Wall 8' 7" X 7' 6" Opens into STORAGE2
Missing Wall 9' 7/8" X 7' 6" Opens into STORAGE2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
340. Carpet	297.58 SF		0.00	4.59	155.71	273.18	1,794.78
Totals: Storage Area2					155.71	273.18	1,794.78

Total: Basement	Misc.	902.80	1,583.88	10,406.07
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DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
-FEES-							
341. Asbestos test fee - self test (per sample)	4.00	EA	0.00	92.57	42.22	74.06	486.56
342. Asbestos test fee - full service survey - base fee	1.00	EA	0.00	385.00	43.90	77.00	505.90
343. Taxes, insurance, permits & fees (Bid Item)	1.00	EA					OPEN
-MISC-							
344. Tandem axle dump trailer - per load - including dump fees	3.00	EA	511.21	0.00	174.83	306.72	2,015.18
345. Residential Supervision / Project Management - per hour	135.44	HR	0.00	142.29	2,196.98	3,854.36	25,323.10

BREWMASTERS-RPRS 5/30/2023 Page: 24

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CONTINUED - Misc.

DESCRIPTION	QTY
RESET	
REMOVE REPLACE	
TAX O&P	
TOTAL	

Please reference the Xactware White Paper on Overhead and Profit under "Job Related Overhead" for clarification: "**Job-Related Overhead are expenses** that can be attributed to a project, but cannot be attributed to a specific task and include any and **all** necessary **expenses** to complete the project **other than** direct **materials and labor**. Examples (**including** but not limited to): **Project managers**, onsite portable offices and restroom facilities, temporary power and fencing, security if needed, etc. Including Job-Related Overhead expenses in an Xactimate estimate – Job Related Overhead expenses **should be added as separate line items to the Xactimate estimate.**" This also includes scope writing.

A breakout of specific tasks that a project manager performs and as outlined within the Xactimate line item:

1. Coordinate, schedule and manage subcontractors and field staff.
2. Determining material selections with customer, ordering/purchasing of materials and expediting the pickup or delivery of materials
3. Site inspections and quality control
4. Permitting, plan review, posting permits, scheduling permitting inspections.
5. Communication, follow up with customer throughout the entire job process.

6. Completing paperwork, documenting as required by the carrier.

7. Scope writing, communication with adjuster.

Heritage has found an average of 12% of labor summary hours is usually appropriate, but an accounting report of total supervisory hours on the job can be generated at the end of the job if requested.

346. Electrical (Bid Item)	1.00 EA	0.00	7,100.00	809.40	1,420.00	9,329.40
See bid from Reliable Electric. Bid may change and need to be supplemented after inspection by L&I.						
347. Window Treatment (Bid Item)	1.00 EA	0.00	5,162.00	588.47	1,032.40	6,782.87
See bid from The Blind Depot						
348. Cleaning Technician - incl. cleaning agent - per hour	16.00 HR	0.00	101.89	185.84	326.04	2,142.12
Post Construction cleaning.						
349. Material Only Sheathing - plywood - 3/4" CDX	128.00 SF	0.00	1.42	20.72	36.36	238.84
landscape protection for trailers during demo						
350. General Demolition - per hour	4.00 HR	113.14	0.00	51.59	90.52	594.67
landscape protection for trailers during demo						
351. Electrical - Special Systems (Bid Item)	1.00 EA					OPEN
Security cameras and IT/data networking						

Totals: Misc.				4,113.95	7,217.46	47,418.64
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Total: SKETCH1				23,280.04	40,842.58	268,333.86
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Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
352. Vinyl floor covering labor minimum	1.00 EA		0.00	207.58	23.66	41.52	272.76
Totals: Labor Minimums Applied					23.66	41.52	272.76

BREWMASTERS-RPRS	5/30/2023	Page: 25
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Line Item Totals: BREWMASTERS-RPRS	23,303.70	40,884.10	268,606.62
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Grand Total Areas:

7,080.23 SF Walls	3,208.86 SF Ceiling	10,289.08 SF Walls and Ceiling
3,210.91 SF Floor	356.77 SY Flooring	903.13 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	920.32 LF Ceil. Perimeter
3,210.91 Floor Area	3,426.23 Total Area	6,588.32 Interior Wall Area

3,950.65 Exterior Wall Area

494.73 Exterior Perimeter of
Walls

164.97 Surface Area
0.00 Total Ridge Length

1.65 Number of Squares
0.00 Total Hip Length

60.02 Total Perimeter Length

BREWMASTERS-RPRS

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Summary

Line Item Total	204,418.82
Overhead	20,442.05
Profit	20,442.05
Sales Tax	23,303.70
Replacement Cost Value	\$268,606.62
Net Claim	\$268,606.62

Alan Baum

BREWMASTERS-RPRS

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Recap of Taxes, Overhead and Profit

Overhead (10%)	Profit (10%)	Sales Tax (9.5%)	
Line Items	20,442.05	20,442.05	23,303.70
Total	20,442.05	20,442.05	23,303.70

BREWMASTERS-RPRS

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Heritage Restoration
1581 N National Ave
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Recap by Room

Estimate: BREWMASTERS-RPRS

Area: SKETCH1

Area: Main Level	9,156.86	4.48%
Office	8,736.47	4.27%
Closet	1,768.95	0.87%
Dining Room	10,044.43	4.91%
Entry	17,199.20	8.41%
Kitchen	11,990.29	5.87%
WC	2,749.63	1.35%
Back Storage	20,662.27	10.11%
Stairs2	9,411.84	4.60%

Area Subtotal: Main Level	91,719.94	44.87%
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Area: Level 1	1,482.84	0.73%
Landing	9,435.82	4.62%
Bedroom 1	9,804.80	4.80%
Bedroom 2	15,103.46	7.39%
Bedroom 3	10,563.14	5.17%
Bathroom	9,685.18	4.74%
Office	9,858.62	4.82%
Roof1	2,550.82	1.25%

Area Subtotal: Level 1	68,484.68	33.50%
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Area: Basement		
Data Room	816.94	0.40%
Storage	5,736.56	2.81%
Storage Area2	1,365.89	0.67%

Area Subtotal: Basement	7,919.39	3.87%
Misc.	36,087.23	17.65%

Area Subtotal: SKETCH1	204,211.24	99.90%
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Labor Minimums Applied	207.58	0.10%
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Subtotal of Areas	204,418.82	100.00%
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Total	204,418.82	100.00%
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BREWMASTERS-RPRS	5/30/2023	Page: 29
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Recap by Category

O&P Items	Total	%
CLEANING	5,137.97	1.91%
CONCRETE & ASPHALT	870.75	0.32%
GENERAL DEMOLITION	6,146.55	2.29%
DOORS	8,948.09	3.33%
DRYWALL	4,991.68	1.86%
ELECTRICAL	8,621.77	3.21%
FLOOR COVERING - CARPET	3,997.89	1.49%
FLOOR COVERING - VINYL	546.18	0.20%
FLOOR COVERING - WOOD	21,577.98	8.03%
PERMITS AND FEES	755.28	0.28%
FINISH CARPENTRY / TRIMWORK	5,342.37	1.99%
FINISH HARDWARE	1,068.15	0.40%
FIREPLACES	1,102.72	0.41%
FRAMING & ROUGH CARPENTRY	4,767.30	1.77%
INSULATION	1,143.81	0.43%
LABOR ONLY	19,271.76	7.17%
LIGHT FIXTURES	2,147.57	0.80%
MOISTURE PROTECTION	270.30	0.10%
PLUMBING	531.16	0.20%
PAINTING	61,258.16	22.81%
ROOFING	1,660.80	0.62%
SCAFFOLDING	1,174.70	0.44%
SIDING	2,212.26	0.82%
SOFFIT, FASCIA, & GUTTER	877.96	0.33%
WINDOW TREATMENT	5,162.00	1.92%
WALLPAPER	34,833.66	12.97%
O&P Items Subtotal	204,418.82	76.10%
Overhead	20,442.05	7.61%
Profit	20,442.05	7.61%
Sales Tax	23,303.70	8.68%
Total	268,606.62	100.00%



Exhibit B

**CITY OF TUMWATER
BREWMaster'S HOUSE REPAIR AND RENOVATION**

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor: Heritage Renovation

Project: **BREWMaster'S HOUSE REPAIR AND RENOVATION**

The City of Tumwater has determined that the Brewmaster's House Repair and Renovation project has been Physically Completed per Section 1-08.5 of the Standard Specifications as of _____, 2023, for all work that the contract requires.

This date shall constitute physical completion of the contract but shall not imply the City's acceptance of the work or contract.

Sincerely,

Manager

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Exhibit C

BREWMASTER'S HOUSE REPAIR AND RENOVATION

CONTRACT CHANGE ORDER AGREEMENT



DATE:	CHANGE ORDER NO:
PROJECT:	
PROJECT #:	ORIGINAL CONTRACT AMOUNT:
CONTRACTOR:	
	UNDER PAY ESTIMATE NO:

This change order agreement shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

ITEM	DESCRIPTION	Unit	Unit Price	Quantity	Increase	Decrease
SUB TOTAL					\$ -	\$ -
NET INCREASE/DECREASE					\$ -	
PREVIOUS CHANGE ORDER TOTALS						
TOTAL CHANGE ORDERS						\$ -
TOTAL NET					\$ -	
TOTAL CHANGE ORDER % OF ORIGINAL CONTRACT						

SUMMARY OF PROPOSED CHANGE:

Following describes the proposed change in the Work:

A.

B. The amount of working/calendar days that will be added to the total authorized contract days as a result of this _____

APPROVED BY:

CONTRACTOR: _____ DATE: _____

PW DIRECTOR _____ DATE: _____

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Exhibit D
BREWMASTER'S HOUSE REPAIR AND RENOVATION

**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS OF
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO: _____
(Name of Union or Organization)

The undersigned currently holds contract(s) with _____
involving funds or credit of the City of Tumwater, Washington, or (a) subcontract(s) with a
prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in
accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the
undersigned is obliged not to discriminate against any employee or applicant of
employment because of race, religion, creed, color, national origin, sex, marital status,
disability, sexual orientation, age or other basis prohibited by state or federal law. This
obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR
TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or
subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to
employees or applicants for employment.

Complaints may be submitted to the City Engineer,
City of Tumwater, 555 Israel Road SW, Tumwater, WA 98501

Signed

(Contractor or Subcontractor)

Type/Print Name

Date

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EXHIBIT "E"

HERIRES-02

DIANECOUTTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. PO Box 936 Chehalis, WA 98532-0936	CONTACT NAME: Diane Coutts	
	PHONE (A/C, No, Ext): (360) 996-3067	FAX (A/C, No): (360) 748-7260
	E-MAIL ADDRESS: diane.coutts@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Colony Insurance Company	39993
INSURED Heritage Restoration, Inc 1581 N National Ave Chehalis, WA 98532	INSURER B : Mutual of Enumclaw Insurance Company	14761
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PACER4257970	4/22/2022	4/22/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPP0026087	4/22/2022	4/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Employers Liability			PACER4257970	4/22/2022	4/22/2023	Stop gap \$ 1,000,000
A	Professional Liab			PACER4257970	4/22/2022	4/22/2023	Prof Liability \$ 1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Tumwater is additional insured in regards to general liability and commercial auto per written contract. Coverage is primary and wavier os subrogation applies.

See attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of Tumwater 7007 Capitol Blvd Tumwater, WA 98501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

NON-DISCRIMINATION IN BENEFITS AFFIDAVIT

State of Washington)
) ss
County of)

_____, being first duly sworn, on their oath, states
that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby
certifies that _____ is in compliance
(Name of Firm)
with TMC 3.46.

Type/Print Name

Type/Print Name _____
Notary Public in and for the State of Washington.
My commission expires _____.

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)

Exhibit G-1

**CITY OF TUMWATER
BREWMASTER'S HOUSE REPAIR AND RENOVATION**

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned **City of Tumwater**, ("Principal") and **Heritage Restoration LLC.**, the undersigned corporation organized and existing under the laws of the State of Washington and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation ("City") in the penal sum of Two Hundred Sixty Eight Thousand Six Hundred Six Dollars and Sixty-two Cents (\$268,606.62) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated _____, 2023 for the Brewmaster's House Repair and Renovation project.

NOW, THEREFORE, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement within a period of one (1) year after its final acceptance thereof by the City, then this obligation shall be void; but otherwise, if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

DATED this _____ day of _____, 2023

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By

Type/Print Name

Title

Address

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CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Type/Print Name

Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By:_____
Attorney-in-Fact
(Attach Power of Attorney)

Name of Person Executing Bond

Address

Phone

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

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Exhibit G-2

CITY OF TUMWATER

BREWMASTER'S HOUSE REPAIR AND RENOVATION

PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned **City of Tumwater**, ("Principal") and **Heritage Restoration Inc**, the undersigned corporation organized and existing under the laws of the State of **Washington** and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation ("City") in the penal sum of Two Hundred Sixty Eight Thousand Six Hundred Six Dollars and Sixty-two Cents (\$268,606.62) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated _____, 2023 for the Brewmaster's House Repair and Renovation project.

NOW, THEREFORE if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, this statutory Payment Bond shall become null and void, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to

interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

DATED this _____ day of _____, 2023.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By

Type/Print Name

Title

Address

Exhibit H-1

CITY OF TUMWATER

BREWMASTERS HOUSE REPAIR AND RENOVATION

**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

(Choose ONLY One)

The owner shall withhold the retained percentage for this contract from time-to-time as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby elect to have the retained percentage for this contract held in a fund by the owner until sixty (60) days following final acceptance of the work. (No interest will be earned on the retained percentage amount under this election).

Contractor

By

Type/Print Name

Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤
➤ ➤ ➤ ➤ ➤ ➤ ➤ ➤

I hereby elect to have the owner deposit the retained percentage for this contract, from time-to-time, as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby designate _____ as the depository for said funds, which shall be deposited in an interest earning account subject to joint control by owner and the contractor. All interest earned on said deposits shall belong to the contractor. If contractor fails to designate the depository, then the owner designates _____, which is the owner's depository under contract between said bank and the City of Tumwater.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of establishing said depository account and depositing the retained percentage as authorized by statute. The owner shall not be liable in any way for any costs or fees in connection therewith.

Contractor

By

Type/Print Name

Date

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Exhibit H-2

BREWMASTER'S HOUSE REPAIR AND RENOVATION

RETAINAGE BOND TO CITY OF TUMWATER

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, City of Tumwater, as principal ("Principal"), and Heritage Restoration, a Corporation organized and existing under the laws of the State of Washington, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bonded to the City of Tumwater ("City") in the penal sum of: Two Hundred Sixty Eight Thousand Six Hundred Six Dollars and Sixty-two Cents (\$ 268,606.62) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted; and

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Principal, providing for the Brewmasters House Repair and Renovation project, which contract is incorporated herein by this reference ("Contract"), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the public body conditioned upon such bond any proceeds therefrom being made subject to all claims and liens and in the same manner and priority as set forth retained percentages pursuant to Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount of \$ _____; and

F. The City is prepared to release any required retainage money previously paid by the Principal prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

HERITAGE RESTORATION PRICING - 2023 PREVAILING WAGE

Xactimate Code	Description	Rate
CARP-FNC	Carpenter - Finish,Trim/Cabinet	\$ 140.80 /hr
CARP-FRM	Carpenter - General Framer	\$ 138.18 /hr
CARP-MECH	Carpenter - Mechanic	\$ 184.62 /hr
CLN	Cleaning Technician	\$ 100.59 /hr
CLN-F	Floor Cleaning Technician	\$ 94.78 /hr
CLN-R	Cleaning Remediation Technician	\$ 116.17 /hr
CLN-S	Cleaning - Supervisory/Administrative	\$ 117.97 /hr
CNC	Concrete Mason	\$ 161.26 /hr
DMP	Demolition Laborer	\$ 113.14 /hr
DRY	Drywall Installer/Finisher	\$ 152.68 /hr
ELE	Electrician	\$ 199.20 /hr
EQU	Equipment Operator	\$ 141.68 /hr
FEN	Fencing Installer	\$ 106.36 /hr
FLR	Flooring Installer	\$ 153.80 /hr
FLR-W	Wood Flooring Installer	\$ 143.30 /hr
HDW	Hardware Installer	\$ 114.39 /hr
HMRT	Hazardous Materials Remediation Technician	\$ 125.13 /hr
HMRT-S	Hazardous Materials Remediation - Supervisory/Administrative	\$ 136.56 /hr
HVC	Heating/ A.C Mechanic	\$ 233.50 /hr
INS	Insulation Installer	\$ 143.47 /hr
LBR	General Laborer	\$ 109.14 /hr
MAS	Mason/Brick Stone	\$ 136.97 /hr
OHD	Overhead Door Installer	\$ 137.55 /hr
ORI	Ornamental Iron Installer	\$ 139.11 /hr
PLA	Plasterer	\$ 152.92 /hr
PLM	Plumber	\$ 208.36 /hr
PNT	Painter	\$ 105.35 /hr
RFG	Roofer	\$ 222.61 /hr
RFG-M	Membrane Roofing Installer	\$ 157.23 /hr
SDG	Siding Installer	\$ 144.94 /hr
STL	Steel Worker	\$ 156.13 /hr
STU	Stucco Installer	\$ 123.78 /hr
SUPERC	Commercial Supervisor	\$ 135.29 /hr
SUPERR	Residential Supervisor	\$ 142.29 /hr
TIL	Tile/Cultured Marble Installer	\$ 187.43 /hr
TRT	Trauma/Crime Scene Cleaning Technician	\$ 239.25 /hr
TRT-S	Trauma/Crime Scene Cleaning -Supervisory/Administrative	\$ 266.82 /hr
WPR	Wallpaper Hanger	\$ 141.43 /hr