

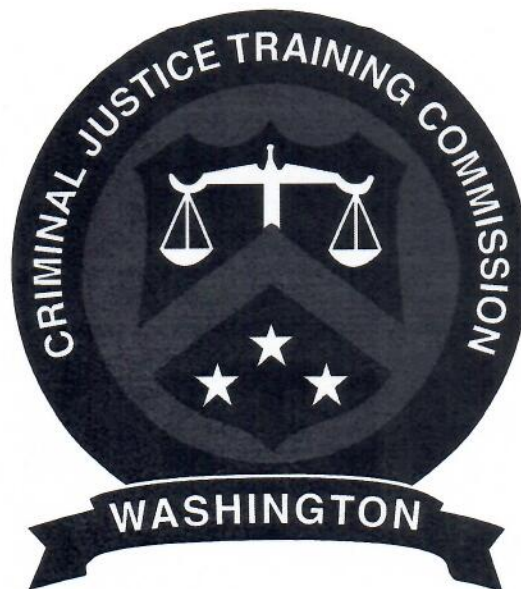
**Tab A**

**Ten-Year Plan Summary Information**

***Ten-Year Capital Program Summary***

***FTE Summary***

***Maintenance backlog reduction plan***



OFM

## 227 - Criminal Justice Training Commission Ten Year Capital Plan by Project Class

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS001  
Date Run: 9/1/2021 1:36PM

### Project Class: Preservation

Agency Priority	Project by Account-EA Type	Estimated Total	Prior Expenditures	Current Expenditures	Reapprop 2021-23	New Approp 2021-23	Estimated 2023-25	Estimated 2025-27	Estimated 2027-29	Estimated 2029-31
1	40000014 Omnibus Minor Works									
	057-1 State Bldg	1,005,000				1,005,000				
	Constr-State									

### Total Account Summary

Account-Expenditure Authority Type	Estimated Total	Prior Expenditures	Current Expenditures	Reapprop 2021-23	New Approp 2021-23	Estimated 2023-25	Estimated 2025-27	Estimated 2027-29	Estimated 2029-31
057-1 State Bldg Constr-State	1,005,000				1,005,000				

OFM

## 227 - Criminal Justice Training Commission Ten Year Capital Plan by Project Class

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS001  
Date Run: 9/1/2021 1:36PM

Parameter	Entered As	Interpreted As
Biennium	2021-23	2021-23
Functional Area	*	All Functional Areas
Agency	227	227
Version	C2-A	C2-A
Project Classification	*	All Project Classifications
Include Enacted	Yes	Yes
Sort Order	Project Class	Project Class
Include Page Numbers	Y	Yes

No Data Available

OFM

## Capital FTE Summary

2021-23 Biennium

\*

Report Number: CBS004

Date Run: 9/1/2021 1:40PM

<u>Parameter</u>	<u>Entered As</u>	<u>Interpreted As</u>
Biennium	2021-23	2021-23
Agency	227	227
Version	C2-A	C2-A
Include Page Numbers	Y	Yes
For Word or Excel	N	N
User Group	Agency Budget	Agency Budget

## DEFERRED MAINTENANCE BACKLOG REDUCTION PLAN FOR PRESERVATION PROJECTS

The WA STATE Criminal Justice Training Commission has identified areas which qualify as Maintenance backlog projects listed below

### PRIORITY

1. Fire and Life Safety System
2. Repair, reseal, drainage of impervious surface

### COST ESTIMATE

1. Fire and Life Safety System \$735,000
2. Repair, reseal, drainage of impervious surface \$270,000

### PROJECT SCHEDULE

Projects will be completed in 2022-23

### FUTURE BACKLOGS

We did not include in this request the replacement of several HVAC Rooftop Units that use R22 no longer allowed by EPA and installation of Airconditioning unit in the Firearms simulator room.

Criminal Justice Training Commission is currently working on a Capital Facility and Functional Needs Study Project No. 2020-783 to be completed the end of 2021.

Based on the outcome of this project a Capital Project list will be generated. CJTC also maintains a WEB based Computerized Maintenance to track Preventive, Corrective maintenance activities to manage backlogs. Currently we are tracking over 120 units of equipment that entails a daily, weekly and monthly inspections. This practice has reduced energy usage, the amount of breakdowns and increased efficiency. Currently there are no available Operating funds to cover these projects.



**Tab B**

**Preservation Projects**

**- Minor Works Projects**

**#1 Fire System Upgrades-CBS-002**

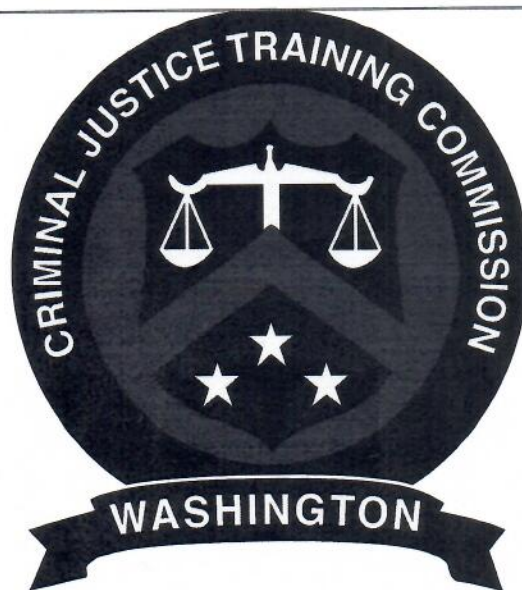
**Fire System Cost Estimate-CBS-003**

**Convergent Technologies quote**

**#2 Parking lot improvements-CBS-002**

**Parking lot Cost Estimate-CBS-003**

**Superior Asphalt quote**



**227 - Criminal Justice Training Commission  
Capital Project Request**2021-23 Biennium  
\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:32PM

Project Number: 40000014

Project Title: Omnibus Minor Works

**Description**

Starting Fiscal Year: 2023

Project Class: Preservation

Agency Priority: 1

**Project Summary**

Minor works preservation projects to maintain Burien campus fire and safety system and paved areas.

**Project Description**

- **What is the problem/opportunity? Identify: priority, underserved people/communities, operating budget savings, public safety improvements & clarifying details. Preservation projects: include information about the current condition of the facility/system.**

This request addresses safety concerns at the agency Burien Campus. This addresses the need for fire system upgrades to meet National Fire Protection Association and Burien Fire District recommendations. In addition, a request is included to repave, seal, and stripe the paved surfaces on the campus. This includes paved parking, driving, and walking areas. This will address uneven surfaces and tripping hazards that are safety concerns identified by students attending classes on campus. This will also address water drainage issues.

-**What will the request produce or construct (predesign/design of a building, additional space, etc.)? When will the project start/end? Identify if the project can be phased, and if so, which phase is included in the request. Provide detailed cost backup.**

This request will provide upgrades to the fire system that includes sprinkler heads, sensors, and audible and visual alarms. In addition uneven pavement and tripping hazards will be repaired and all asphalt surfaces will receive sealcoating to prolong the useful life.

-**How would the request address the problem or opportunity identified in question 1? What would be the result of not taking action?**

This request will provide funds for the agency to enter into contracts for vendors to provide upgrades to the fire system and required asphalt work.

-**What alternatives were explored? Why was the recommended alternative chosen? Be prepared to provide detailed cost backup. If this project has an associated predesign, please summarize the alternatives the predesign considered.**

The alternative to do nothing was not chosen as it is the responsibility of the agency to maintain the campus and ensure the safety of staff and students who use the campus.

-**Which clientele would be impacted by the budget request? Where and how many units would be added, people or communities served, etc.**

The clientele impacted by this request is local law enforcement agencies who are required to send their officers to training conducted at the Criminal Justice Training Commission campus.

-**Does this project or program leverage non-state funding? If yes, how much by source? If the other funding source requires cost share, also include the minimum state (or other) share OF project cost allowable and the supporting**



**227 - Criminal Justice Training Commission**  
**Capital Project Request**  
2021-23 Biennium  
\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:32PM

Project Number: 40000014

Project Title: Omnibus Minor Works

### Description

citation or documentation.

No, this project does not have any non-state funding.

·Describe how this project supports the agency's strategic master plan or would improve agency performance. Reference feasibility studies, master plans, space programming and other analyses as appropriate.

This project supports the agency strategic plan goal to Ensure that Commission technology and facilities support and enhance the mission. By providing safe parking lots and buildings protected by an upgraded fire system, the agency is better able to provide training and protect those that use the campus.

·Does this project include IT related costs, including hardware, software, cloud based services, contracts or staff? If yes, attach IT Addendum.

No, this decision package does not include funding for any information technology related costs.

·If the project is linked to the Puget Sound Action Agenda, describe the impacts on the Action Agenda, including expenditure and FTE detail. See Chapter 12 Puget Sound Recovery) in the 2021-23 Operating Budget Instructions.

No, this project is not linked to the Puget Sound Action Agenda.

·How does this project contribute to statewide goals to reduce carbon pollution and/or improve energy efficiency? Please elaborate.

This project does not contribute to statewide goals to reduce carbon pollution and/or improve energy efficiency.

·How does this project impact equity in the state? Which communities are impacted by this proposal? Include both demographic and geographic communities. How are disparities in communities impacted?

This proposal has a positive impact on all communities by providing safe conditions to students and guests who use the campus to attend training and meetings.

·Is there additional information you would like decision makers to know when evaluating this request?

This project will help provide a safe environment to those who work and learn at the Criminal Justice Training Commission campus in Burien.

### Location

City: Burien

County: King

Legislative District: 033

### Project Type

Facility Preservation (Minor Works)

**OFM****227 - Criminal Justice Training Commission  
Capital Project Request**

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:32PM

Project Number: 40000014

Project Title: Omnibus Minor Works

**Description****Growth Management impacts**

No growth management impacts.

**Funding**

Acct Code	Account Title	Estimated Total	Expenditures		2021-23 Fiscal Period	
			Prior Biennium	Current Biennium	Reappropriations	New Appropriations
057-1	State Bldg Constr-State	1,005,000				1,005,000
	<b>Total</b>	<b>1,005,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,005,000</b>

		Future Fiscal Periods			
		2023-25	2025-27	2027-29	2029-31
057-1	State Bldg Constr-State				
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Operating Impacts**

No Operating Impact

**Narrative**

Once these projects are completed there will be no ongoing operating expense.

**SubProjects**

SubProject Number: 40000015

SubProject Title: Fire and Safety System Upgrades

**OFM****227 - Criminal Justice Training Commission  
Capital Project Request**

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:32PM

Project Number: 40000014

Project Title: Omnibus Minor Works

**SubProjects**

SubProject Number: 40000015

SubProject Title: Fire and Safety System Upgrades



Starting Fiscal Year: 2023  
Project Class: Preservation  
Agency Priority: 0

#### Project Summary

Upgrade to the existing fire and life safety system in agency Burien campus buildings.

#### Project Description

·What is the problem/opportunity? Identify: priority, underserved people/communities, operating budget savings, public safety improvements & clarifying details. Preservation projects: include information about the current condition of the facility/system.

The current Fire and Life Safety System is still functional but old. The National Fire Protection Association (NFPA) and Burien Fire District recommend upgrading the system every 10 years. The current system was upgraded in 2012. An upgraded system will meet all the NFPA standards and provide Fire and Life Safety to CJTC assets, students, visitors and staff. This proposal would upgrade all 8 buildings at the Burien Campus. This includes 2 dorm buildings, firing range, 3 classroom/office buildings, warehouse, and mock scene training building.

·What will the request produce or construct (predesign/design of a building, additional space, etc.)? When will the project start/end? Identify if the project can be phased, and if so, which phase is included in the request. Provide detailed cost backup.

The scope of the project will be design, implementation, testing and certification. Initial phase will be design, followed by phase 2 which includes, implementation-replacing or adding the sprinkler heads, sensors, audible and visual alarms, notification hardware's, etc....., testing and certification. The cost estimate for both phases is \$735,000. Estimated start in July 2022 and completed June 2023.

·How would the request address the problem or opportunity identified in question 1? What would be the result of not taking action?

This will provide a fire system that meets current Fire and Life Safety codes. The CJTC would be safer for the occupants and preserve state assets.

·What alternatives were explored? Why was the recommended alternative chosen? Be prepared to provide detailed cost backup. If this project has an associated predesign, please summarize the alternatives the predesign considered. The alternative of not updating the current fire system was not chosen as the agency desires to be in compliance with fire safety codes and standards.

·Which clientele would be impacted by the budget request? Where and how many units would be added, people or communities served, etc.

This request will impact CJTC staff, students and visitors using the agency campus.

·Does this project or program leverage non-state funding? If yes, how much by source? If the other funding source requires cost share, also include the minimum state (or other) share OF project cost allowable and the supporting citation or documentation.

This project does not include any other funding source.

·Describe how this project supports the agency's strategic master plan or would improve agency performance. Reference feasibility studies, master plans, space programming and other analyses as appropriate.

This project supports the agency strategic plan goal to Ensure that Commission technology and facilities support and enhance the mission.

·Does this project include IT related costs, including hardware, software, cloud based services, contracts or staff? If

**OFM**

## **227 - Criminal Justice Training Commission Capital Project Request**

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:32PM

Project Number: 40000014

Project Title: Omnibus Minor Works

### **SubProjects**

SubProject Number: 40000015



**SubProject Title:** Fire and Safety System Upgrades

**yes, attach IT Addendum.**

No, this decision package does not include funding for any information technology related costs.

**If the project is linked to the Puget Sound Action Agenda, describe the impacts on the Action Agenda, including expenditure and FTE detail. See Chapter 12 Puget Sound Recovery) in the 2021-23 Operating Budget Instructions.**

No, this project is not linked to the Puget Sound Action Agenda.

**How does this project contribute to statewide goals to reduce carbon pollution and/or improve energy efficiency? Please elaborate.**

This project is for a building fire system which will help control a fire in case one breaks out, thus reducing pollution.

**How does this project impact equity in the state? Which communities are impacted by this proposal? Include both demographic and geographic communities. How are disparities in communities impacted?**

This project helps keep safe all residents from throughout the state who visit or attend classes at the CJTC campus in Burien.

**Is there additional information you would like decision makers to know when evaluating this request?**

This project is necessary to protect state assets and life.

**Proviso**

n/a

**Location**

**City:** Burien

**County:** King

**Legislative District:** 033

**Project Type**

Facility Preservation (Minor Works)

**Growth Management impacts**

This package has no growth management impacts.

**Funding**

		Expenditures		2021-23 Fiscal Period	
Acct Code	Account Title	Estimated Total	Prior Biennium	Current Biennium	New Approps
057-1	State Bldg Constr-State	735,000			735,000
	<b>Total</b>	<b>735,000</b>	<b>0</b>	<b>0</b>	<b>735,000</b>

		Future Fiscal Periods			
		2023-25	2025-27	2027-29	2029-31
057-1	State Bldg Constr-State				
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Operating Impacts**

No Operating Impact

**OFM**

**227 - Criminal Justice Training Commission  
Capital Project Request**

2021-23 Biennium

\*

**Version:** C2 First Year Capital Supplemental

**Report Number:** CBS002

**Date Run:** 8/26/2021 3:32PM

**Project Number:** 40000014

**Project Title:** Omnibus Minor Works

**SubProjects**

**SubProject Number:** 40000015

**SubProject Title:** Fire and Safety System Upgrades

**Narrative**

This project is an upgrade of the existing fire system. Once completed, there is no anticipated ongoing cost that will affect the operating budget.

**SubProject Number:** 40000016

**SubProject Title:** Paved areas repair and reseal

**OFM**

**227 - Criminal Justice Training Commission  
Capital Project Request**

2021-23 Biennium

\*

**Version:** C2 First Year Capital Supplemental

**Report Number:** CBS002

**Date Run:** 8/26/2021 3:32PM

**Project Number:** 40000014

**Project Title:** Omnibus Minor Works

**SubProjects**

**SubProject Number:** 40000016

**SubProject Title:** Paved areas repair and reseal

**Starting Fiscal Year:** 2023

**Project Class:** Preservation

**Agency Priority:** 0

**Project Summary**

Repair and reseal of campus paved areas.

**Project Description**

·What is the problem/opportunity? Identify: priority, underserved people/communities, operating budget savings, public safety improvements & clarifying details. Preservation projects: include information about the current condition of the facility/system.

The parking lots impervious surface are over 50 years old as part of the original structure. They are in dire need of repair and refurbishing. There are soft spots and cracks that we have patched over the years. Students living in the on-campus dorms repeatedly bring up safety concerns regarding the uneven surface and tripping hazards. The CJTC is requesting funds to repair, reseal and paint curbs, parking spaces, crossings, handicapped markings, and signs.

·What will the request produce or construct (predesign/design of a building, additional space, etc.)? When will the project start/end? Identify if the project can be phased, and if so, which phase is included in the request. Provide detailed cost backup.

This project will address the safety issues and concerns, allow more visibility, identify spaces, correct water runoff and drainage. This project can be done in 3 phases- Main Lot and 4 entrances, Student row and Back lot, running track and mock city lot. All 3 phases are included in this request.

·How would the request address the problem or opportunity identified in question 1? What would be the result of not taking action?

The project will address the safety concern, community relations, improve traffic flow, visible signage, improve water flow and drainage, improve occupant morale, and increase safety. Doing nothing will only contribute to more issues and problems that will cost more money to fix, deteriorate quicker and create unsafe conditions.

·What alternatives were explored? Why was the recommended alternative chosen? Be prepared to provide detailed cost backup. If this project has an associated predesign, please summarize the alternatives the predesign considered.

The current alternatives we have explored is do patch work. We have repaired sink holes as big as 600 sqft and as small as 2 sqft. The alternative to continue to do patchwork was not chosen as this does not take care of all the issues this project would address such as correcting water drainage.

·Which clientele would be impacted by the budget request? Where and how many units would be added, people or communities served, etc.

The CJTC occupants, visitors, and surrounding community will benefit from this project.

·Does this project or program leverage non-state funding? If yes, how much by source? If the other funding source



requires cost share, also include the minimum state (or other) share OF project cost allowable and the supporting citation or documentation.

This project does not have any non-state funding.

·Describe how this project supports the agency's strategic master plan or would improve agency performance.

Reference feasibility studies, master plans, space programming and other analyses as appropriate.

This project supports the safety plan and the agency strategic plan. Addressing the safety of the students, staff and visitors.

Other State Agencies also will benefit and the community benefits too when they use the facility for community functions such as recycling event, Halloween open house, job fairs, community training, etc....

This project supports the agency strategic plan goal to Ensure that Commission technology and facilities support and enhance the mission.

**OFM**

## **227 - Criminal Justice Training Commission Capital Project Request**

2021-23 Biennium

\*

**Version:** C2 First Year Capital Supplemental

**Report Number:** CBS002

**Date Run:** 8/26/2021 3:32PM

**Project Number:** 40000014

**Project Title:** Omnibus Minor Works

### **SubProjects**

**SubProject Number:** 40000016

**SubProject Title:** Paved areas repair and reseal

·Does this project include IT related costs, including hardware, software, cloud based services, contracts or staff? If yes, attach IT Addendum.

No, this decision package does not include funding for any information technology related costs.

·If the project is linked to the Puget Sound Action Agenda, describe the impacts on the Action Agenda, including expenditure and FTE detail. See Chapter 12 Puget Sound Recovery) in the 2021-23 Operating Budget Instructions.

No, this project is not linked to the Puget Sound Action Agenda.

·How does this project contribute to statewide goals to reduce carbon pollution and/or improve energy efficiency? Please elaborate.

This project does not contribute to statewide goals to reduce carbon pollution and/or improve energy efficiency.

·How does this project impact equity in the state? Which communities are impacted by this proposal? Include both demographic and geographic communities. How are disparities in communities impacted?

This proposal has a positive impact on all communities by providing safe conditions to students and guests who use the campus to attend training and meetings.

·Is there additional information you would like decision makers to know when evaluating this request?

This project is needed to improve safety, visibility and water runoff. It will enhance our relationship with the community and other government entities.

**Proviso**

n/a

**Location**

**City:** Burien

**County:** King

**Legislative District:** 033

**Project Type**

Facility Preservation (Minor Works)

**Growth Management impacts**

This project does not have any growth management impact.

### **Funding**

**Acct**

**Code**

**Account Title**

057-1 State Bldg Constr-State

**Estimated**

**Total**

270,000

### **Expenditures**

**Prior**

**Biennium**

**Current**

**Biennium**

### **2021-23 Fiscal Period**

**Reapprops**

**New**

**Approps**

270,000

Total	270,000	0	0	0	270,000
	Future Fiscal Periods				
	2023-25	2025-27	2027-29	2029-31	
057-1 State Bldg Constr-State					
Total	0	0	0	0	

**Operating Impacts**

No Operating Impact

**OFM**

**227 - Criminal Justice Training Commission  
Capital Project Request**

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:32PM

Project Number: 40000014

Project Title: Omnibus Minor Works

**SubProjects**

SubProject Number: 40000016

SubProject Title: Paved areas repair and reseal

**Narrative**

The repaving and sealing of the parking lots will have no impact on the operating budget when completed.

<u>Parameter</u>	<u>Entered As</u>	<u>Interpreted As</u>
Biennium	2021-23	2021-23
Agency	227	227
Version	C2-A	C2-A
Project Classification	*	All Project Classifications
Capital Project Number	40000014	40000014
Sort Order	Project Priority	Priority
Include Page Numbers	Y	Yes
For Word or Excel	Y	Y
User Group	Agency Budget	Agency Budget
User Id	*	All User Ids



**227 - Criminal Justice Training Commission  
Capital Project Request**

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 2:46PM

Project Number: 40000015

Project Title: Omnibus Minor Works

**Description**

Starting Fiscal Year: 2023

Project Class: Preservation

Agency Priority: 1

**Project Summary**

Upgrade to the existing fire and life safety system in agency Burien campus buildings.

**Project Description**

•What is the problem/opportunity? Identify: priority, underserved people/communities, operating budget savings, public safety improvements & clarifying details. Preservation projects: include information about the current condition of the facility/system.

The current Fire and Life Safety System is still functional but old. The National Fire Protection Association (NFPA) and Burien Fire District recommend upgrading the system every 10 years. The current system was upgraded in 2012. An upgraded system will meet all the NFPA standards and provide Fire and Life Safety to CJTC assets, students, visitors and staff. This proposal would upgrade all 8 buildings at the Burien Campus. This includes 2 dorm buildings, firing range, 3 classroom/office buildings, warehouse, and mock scene training building.

•What will the request produce or construct (predesign/design of a building, additional space, etc.)? When will the project start/end? Identify if the project can be phased, and if so, which phase is included in the request. Provide detailed cost backup.

The scope of the project will be design, implementation, testing and certification. Initial phase will be design, followed by phase 2 which includes, implementation-replacing or adding the sprinkler heads, sensors, audible and visual alarms, notification hardware's, etc....., testing and certification. The cost estimate for both phases is \$735,000. Estimated start in July 2022 and completed June 2023.

•How would the request address the problem or opportunity identified in question 1? What would be the result of not taking action?

This will provide a fire system that meets current Fire and Life Safety codes. The CJTC would be safer for the occupants and preserve state assets.

•What alternatives were explored? Why was the recommended alternative chosen? Be prepared to provide detailed cost backup. If this project has an associated predesign, please summarize the alternatives the predesign considered. The alternative of not updating the current fire system was not chosen as the agency desires to be in compliance with fire safety codes and standards.

•Which clientele would be impacted by the budget request? Where and how many units would be added, people or communities served, etc.

This request will impact CJTC staff, students and visitors using the agency campus.

•Does this project or program leverage non-state funding? If yes, how much by source? If the other funding source requires cost share, also include the minimum state (or other) share OF project cost allowable and the supporting citation or documentation.

This project does not include any other funding source.

•Describe how this project supports the agency's strategic master plan or would improve agency performance. Reference feasibility studies, master plans, space programming and other analyses as appropriate.

This project supports the agency strategic plan goal to Ensure that Commission technology and facilities support and enhance the mission.

•Does this project include IT related costs, including hardware, software, cloud based services, contracts or staff? If yes, attach IT Addendum.

No, this decision package does not include funding for any information technology related costs.

•If the project is linked to the Puget Sound Action Agenda, describe the impacts on the Action Agenda, including



## 227 - Criminal Justice Training Commission Capital Project Request

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 2:46PM

Project Number: 40000015

Project Title: Omnibus Minor Works

### Description

expenditure and FTE detail. See Chapter 12 Puget Sound Recovery) in the 2021-23 Operating Budget Instructions.

No, this project is not linked to the Puget Sound Action Agenda.

How does this project contribute to statewide goals to reduce carbon pollution and/or improve energy efficiency?

Please elaborate.

This project is for a building fire system which will help control a fire in case one breaks out, thus reducing pollution.

How does this project impact equity in the state? Which communities are impacted by this proposal? Include both demographic and geographic communities. How are disparities in communities impacted?

This project helps keep safe all residents from throughout the state who visit or attend classes at the CJTC campus in Burien.

Is there additional information you would like decision makers to know when evaluating this request?

This project is necessary to protect state assets and life.

### Proviso

n/a

### Location

City: Burien

County: King

Legislative District: 033

### Project Type

Facility Preservation (Minor Works)

### Growth Management impacts

This package has no growth management impacts.

### Funding

Acct Code	Account Title	Estimated Total	Expenditures		2021-23 Fiscal Period	
			Prior Biennium	Current Biennium	Reappropriates	New Appropriates
057-1	State Bldg Constr-State	735,000				735,000
	<b>Total</b>	<b>735,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>735,000</b>

		Future Fiscal Periods			
		2023-25	2025-27	2027-29	2029-31
057-1	State Bldg Constr-State				
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Schedule and Statistics

Start Date

End Date

Project Number: 40000015

Project Title: Omnibus Minor Works

**Schedule and Statistics**

	Start Date	End Date
Predesign		
Design	7/1/2022	10/1/2022
Construction	1/1/2023	5/1/2023

	<u>Total</u>
Gross Square Feet:	0
Usable Square Feet:	0
Efficiency:	
Escalated MACC Cost per Sq. Ft.:	0
Construction Type:	Office Buildings
Is this a remodel?	No
A/E Fee Class:	B
A/E Fee Percentage:	10.76%

**Cost Summary**

	<u>Escalated Cost</u>	<u>% of Project</u>
<b>Acquisition Costs Total</b>	0	0.0%
<b>Consultant Services</b>		
Pre-Schematic Design Services	0	0.0%
Construction Documents	0	0.0%
Extra Services	0	0.0%
Other Services	0	0.0%
Design Services Contingency	0	0.0%
<b>Consultant Services Total</b>	<b>62,433</b>	<b>8.5%</b>
<b>Maximum Allowable Construction Cost(MACC)</b>	<b>587,240</b>	
Site work	0	0.0%
Related Project Costs	0	0.0%
Facility Construction	587,240	79.9%
GCCM Risk Contingency	0	0.0%
GCCM or Design Build Costs	0	0.0%
Construction Contingencies	0	0.0%
Non Taxable Items	0	0.0%
Sales Tax	58,724	8.0%
<b>Construction Contracts Total</b>	<b>645,963</b>	<b>87.9%</b>
<b>Equipment</b>		
Equipment	0	0.0%
Non Taxable Items	0	0.0%

**OFM****227 - Criminal Justice Training Commission  
Capital Project Request**

2021-23 Biennium

\*

Project Number: 40000015  
 Project Title: Omnibus Minor Works

### Cost Summary

	<u>Escalated Cost</u>	<u>% of Project</u>
Equipment		
Sales Tax	0	0.0%
Equipment Total	0	0.0%
Art Work Total	0	0.0%
Other Costs Total	0	0.0%
Project Management Total	26,310	3.6%
Grand Total Escalated Costs	734,706	
Rounded Grand Total Escalated Costs	735,000	

### Operating Impacts

No Operating Impact

#### Narrative

This project is an upgrade of the existing fire system. Once completed, there is no anticipated ongoing cost that will affect the operating budget.

<u>Parameter</u>	<u>Entered As</u>	<u>Interpreted As</u>
Biennium	2021-23	2021-23
Agency	227	227
Version	C2-A	C2-A
Project Classification	*	All Project Classifications
Capital Project Number	40000015	40000015
Sort Order	Project Priority	Priority
Include Page Numbers	Y	Yes
For Word or Excel	Y	Y
User Group	Agency Budget	Agency Budget
User Id	*	All User Ids



## Cost Estimate Summary

2021-23 Biennium

\*

Cost Estimate Number: 20

Report Number: CBS003

Cost Estimate Title: Fire and Life Safety Upgrades Cost Estimate

Date Run: 9/2/2021 7:34AM

Version: C2 First Year Capital Supplemental

Agency Preferred: Yes

Project Number: 40000015

Project Title: Fire and Safety System Upgrades

Project Phase Title:

## Contact Info

Contact Name: Bob Sanchez

Contact Number: 206.835.7305

## Statistics

Gross Sq. Ft.:	160,000
Usable Sq. Ft.:	0
Space Efficiency:	0%
MACC Cost per Sq. Ft.:	3
Escalated MACC Cost per Sq. Ft.:	4
Remodel?	No
Construction Type:	Office Buildings
A/E Fee Class:	B
A/E Fee Percentage:	10.76%

## Schedule

## Start Date

## End Date

Pre-design:		
Design:	07-2022	10-2022
Construction:	01-2023	05-2023
Duration of Construction (Months):	4	

## Cost Summary Escalated

## Acquisition Costs Total

0

Pre-Schematic Design Services	0
Construction Documents	0
Extra Services	0
Other Services	0
Design Services Contingency	0

## Consultant Services Total

62,433

Site work	0
Related Project Costs	0
Facility Construction	587,240
Construction Contingencies	0
Non Taxable Items	0
Sales Tax	58,724

## Construction Contracts Total

645,963

Maximum Allowable Construction Cost(MACC) 587,240

Equipment	0
Non Taxable Items	0
Sales Tax	0

## Equipment Total

0

## Art Work Total

0

## Other Costs Total

0

## Project Management Total

26,310

## Grand Total Escalated Costs

734,706

## Rounded Grand Total Escalated Costs

735,000

## Additional Details

Alternative Public Works Project: No

## Cost Estimate Summary

2021-23 Biennium

\*

Cost Estimate Number: 20

Report Number: CBS003

Cost Estimate Title: Fire and Life Safety Upgrades Cost Estimate

Date Run: 9/2/2021 7:34AM

Version: C2 First Year Capital Supplemental

Agency Preferred: Yes

Project Number: 40000015

Project Title: Fire and Safety System Upgrades

Project Phase Title:

Contact Info

Contact Name: Bob Sanchez

Contact Number: 206.835.7305

**Additional Details**

State Construction Inflation Rate:	3.28%
Base Month and Year:	08-2021
Project Administration By:	DES
Project Admin Impact to DES that is NOT Included in Project Total:	\$0



## Cost Estimate Detail

2021-23 Biennium

\*

Cost Estimate Number: 20

Analysis Date: August 19, 2021

Cost Estimate Title: Fire and Life Safety Upgrades Cost Estimate

Detail Title: Fire and Life Safety Cost Estimate

Project Number: 40000015

Project Title: Fire and Safety System Upgrades

Project Phase Title:

Location: Burien, WA

## Contact Info

Contact Name: Bob Sanchez

Contact Number: 206.835.7305

## Statistics

Gross Sq. Ft.: 160,000

Usable Sq. Ft.:

Rentable Sq. Ft.:

Space Efficiency:

Escalated MACC Cost per Sq. Ft.: 4

Escalated Cost per S. F. Explanation

Construction Type: Office Buildings

Remodel? No

A/E Fee Class: B

A/E Fee Percentage: 10.76%

Contingency Rate: 0.00%

Contingency Explanation

Projected Life of Asset (Years): 10

Location Used for Tax Rate: Burien, WA

Tax Rate: 10.00%

Art Requirement Applies: No

Project Administration by: DES

Higher Education Institution?: No

Alternative Public Works?: No

## Project Schedule

## Start Date

## End Date

Predesign:

Design: 07-2022 10-2022

Construction: 01-2023 05-2023

Duration of Construction (Months): 4

State Construction Inflation Rate: 3.28%

Base Month and Year: 8-2021

## Project Cost Summary

MACC: \$ 558,000

MACC (Escalated): \$ 587,240

Current Project Total: \$ 698,841

Rounded Current Project Total: \$ 699,000

Escalated Project Total: \$ 672,274

Rounded Escalated Project Total: \$ 672,000

<u>ITEM</u>	<u>Base Amount</u>	<u>Sub Total</u>	<u>Escalation Factor</u>	<u>Escalated Cost</u>
<b>CONSULTANT SERVICES</b>				
<u>Construction Documents</u>				
A/E Basic Design Services				41,428
<b>SubTotal: Construction Documents</b>				<u>0</u>
<u>Other Services</u>				
Bid/Construction/Closeout				18,613
<b>SubTotal: Other Services</b>				<u>0</u>
<b>Total: Consultant Services</b>		<u>60,041</u>	1.0398	<u>62,433</u>
<b>CONSTRUCTION CONTRACTS</b>				
<u>Facility Construction</u>				
D40 - Fire Protection Systems	558,000			
<b>SubTotal: Facility Construction</b>		<u>558,000</u>	1.0524	<u>587,240</u>
<b>Sales Tax</b>		<u>55,800</u>	1.0524	<u>58,724</u>
<b>Total: Construction Contracts</b>		<u>613,800</u>	1.0524	<u>645,963</u>
<b>Maximum Allowable Construction Cost (MACC)</b>		<u>558,000</u>	1.0500	<u>587,240</u>
<b>PROJECT MANAGEMENT</b>				
Fire and Safety System Upgrades	25,000			
<b>Total: Project Management</b>		<u>25,000</u>	1.0524	<u>26,310</u>

**Cost Estimate Summary and Detail**

2021-23 Biennium

\*

**Cost Estimate Number:** 20**Cost Estimate Title:** Fire and Life Safety Upgrades Cost Estimate**Report Number:** CBS003**Date Run:** 9/2/2021 7:34AM

<u>Parameter</u>	<u>Entered As</u>	<u>Interpreted As</u>
Associated or Unassociated	Associated	Associated
Biennium	2021-23	2021-23
Agency	227	227
Version	C2-A	C2-A
Project Classification	*	All Project Classifications
Capital Project Number	40000015	40000015
Cost Estimate Number	20	20
Sort Order	Cost Estimate Title	Title
Include Page Numbers	Y	Yes
For Word or Excel	N	N
User Group	Agency Budget	Agency Budget
User Id	*	All User Ids





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450 Shattuck Ave. S., Suite 100  
Renton, Washington 98057  
Phone (425) 272-2250  
Fax (425) 251-0949  
www.convergent.com

## FIRE ALARM BUDGET PROPOSAL

<b>Date:</b>	8/2/2021	<b>Quotation #:</b>	AP06369318P
<b>To:</b>	WA State Criminal Justice Training Commission	<b>Phone #</b>	206-835-7305
<b>Attn:</b>	Bob Sanchez	<b>Email:</b>	rsanchez@cjtc.wa.gov
<b>From:</b>	Aaron Potter FIRE ALARM & LIFE SAFETY aaron.potter@convergent.com 206-504-2276 206-249-2242	<b>Project:</b>	WA State Criminal Justice Training Center FA Retro

We are pleased to provide this BUDGET for your consideration. All equipment is warranted for ONE (1) year unless otherwise specified, against all defects in material and workmanship. This quotation is firm for SIXTY (60) days and price is based upon delivery of equipment within THREE (3) months. Convergent Technologies terms are net-30 based on monthly progress billings unless specified otherwise.

## Scope of Work

### Fire Alarm System Retrofit

Convergent Technologies has prepared this budget for the installation of a fire alarm detection and notification system for the above referenced project. This letter's scope includes the preparation of engineered plans, permit submittal, furnishing materials, coordinating installation, and final testing and inspections per code and according to the requirements of the AHJ. The actual purchase price of this project will be determined by the contracting method used for procurement. This document is merely prepared as a rough order of magnitude.

The type of system to be used for this project will be an EST4 analog addressable system manufactured by Edwards Systems Technology (EST). The following codes and standards will be followed in the preparation of our design:

2018 WA STATE BUILDING CODE  
2018 WA STATE MECHANICAL CODE  
2018 WA STATE FIRE CODE

This Fire Alarm budget has been prepared as a retrofit project and devices will be placed according to their current location. It assumes that the current systems are up to code and that no major redesigns of the system will be needed. Current drawings for all buildings/systems will need to be delivered to Convergent so that we may use them as our basis of design.

## Customer Scope of Work (What we need from you)

1. Provide CAD backgrounds with room labels (DWG Files) for use in creating submittal drawings at no additional cost.
2. Provide areas for staging of materials
3. Provide full access to facilities during normal working hours
4. Provide cutting, patching, and painting where some unforeseen circumstances would lead to penetrations in partitions

## Performance Matrix

The following checklist is intended to describe the major performance items being provided by Convergent Technologies for this project. This checklist is not intended to be a comprehensive list of all performance items.

YES	NO	PERFORMANCE ITEM	YES	NO	PERFORMANCE ITEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Material (listed in the BOM)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wire
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Freight (prepaid)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Wire
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Applicable Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Conduit, Boxes and Fittings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	FA Permit and Plan Review Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Bridal Rings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electrical Installation Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mounting / Termination of Proposed Devices
<input checked="" type="checkbox"/>	<input type="checkbox"/>	System Engineering	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Terminal Cabinets
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Terminal Cabinets
<input checked="" type="checkbox"/>	<input type="checkbox"/>	System Programming	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Specialty Backboxes
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Testing of all Proposed Devices	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Specialty Backboxes
<input checked="" type="checkbox"/>	<input type="checkbox"/>	One Year Warranty on Parts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Control Equipment Enclosures
<input checked="" type="checkbox"/>	<input type="checkbox"/>	One Year Warranty on Labor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Termination of Control Equipment Enclosures
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owner Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch and Paint
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Record (as-built) Documentation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Firestopping (excluding existing penetrations)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	O&M Manuals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	120VAC Power and Fused Disconnect Switch
<input checked="" type="checkbox"/>	<input type="checkbox"/>	System Meets Plans / Drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Correction of Wiring Faults Caused by Others
<input type="checkbox"/>	<input checked="" type="checkbox"/>	System is Design-Build	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Watch
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	



## Bill of Material

The following bill of materials is intended to describe the scope of work / equipment provided by Convergent Technologies for this project by identifying major device and panel quantities. This bill of material is not intended to be a comprehensive list of all fire alarm system parts, components, or accessories.



Qty	Part	Description
[[QTY]]		FA Panel
6.00	3-CAB21B	Backbox, 3 Chassis Space
6.00	3-CAB21D	CAB21B Door
1.00	3-RCC21R	Remote Enclosure Red
7.00	3-CPU3	Central Processor Unit
1.00	3-12SR	Switch LED Module 12/12
1.00	3-12/S1RY	Switch LED Module 12/24
2.00	3-6/3S1GYR	Switch LED Module 18/18
108.00	3-FP	Filler Plate for LRM Door
7.00	3-RS485A	Network Comm Card, Class A
1.00	3-RS232	RS232 Comm Card
1.00	3-MODCOM	Modem Communicator
7.00	3-LCD	Liquid Crystal Display
7.00	3-SSDC1	Single Data Circuit Module
7.00	3-PPS/M	Primary Power Supply
21.00	3-CHAS7	Chassis Assembly
48.00	3-LRMF	Blank LRM Filler Plate
6.00	3-FIBMB2	Fiber Communications Interface
6.00	MMXVR	Multi Mode Transceiver, Standard
6.00	3-LCDANN	Remote LCD Annunciator Complete
6.00	RLCM/B	Backbox, Semi-Flush
14.00	PW-PS12180NB	12V 18 AH Battery, NB Terminals
1.00	FW-UL6WW10	FireWorks Workstation, Windows 10 OS (64 Bit), UL Listed
1.00	FW-UL6S	FireWorks Server, UL Listed
1.00	FW-RACKPCUL5	FireWorks PC, Rack Mount Kit
[[QTY]]		FIELD DEVICES
66.00	SIGA-278	Double Action Pull Station
391.00	SIGA-OSD	Photo Smoke Detector, Optica
53.00	SIGA-HRD	FT/ROR Heat Detector, 3rd Gen
444.00	SIGA-SB4	Standard Base w/ Trim Skirt
[[QTY]]		FIELD MODULES
12.00	SIGA-CT1	Single Input Module
1.00	SIGA-CT2	Dual Input Module
12.00	SIGA-CRH	Control Relay, High Power

## Bid Qualification

This proposal is based upon the information provided to Convergent Technologies. Please carefully review this "Bid Qualification" section and verify any additional services and/or equipment related to this proposal and the provision of a complete and operating system.

### Documentation Available to Convergent Technologies

<b>Spec Section:</b>	N/A	<b>Section Name:</b>	N/A
<b>Drawing Date:</b>	03/29/2012	<b>Drawing Set:</b>	FA Replacement Submittal Drawings by Sound Electronics
<b>Addendums:</b>	N/A	<b>Schedule:</b>	N/A
<b>Other/General:</b>	Inspection Reports showing existing FA device counts (not locations)		

### Project / Proposal Specific Clarifications

1. Project is a retrofit and based on current system design
2. Phasing - Pricing is based on a *single-phase* project should additional phasing be required; additional costs may apply.
3. Existing System: This project is understood to be an addition to an existing system. This system is assumed to be currently up to code and fully functional with no existing deficiencies which might cause delays in the permitting/commissioning process. If any conditions exist which might initiate repairs or addition of equipment, Convergent Technologies would have to assess and provide a change-order for such work.

### Exclusions

1. CAD Backgrounds to begin our design.
2. Provision and/or installation of fire/smoke dampers, smoke dampers, fire dampers, door holders, door hardware, elevator shunt trip, fire sprinkler systems, sprinkler monitoring switches and/or pre-action systems.
3. Provision or installation of telephone lines for monitoring of the fire alarm system.
4. Monthly fire alarm monitoring fees.
5. Sales Tax.

### COVID Impacts

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Convergent Technologies (CT) performance or obligations herein. In the event of any delays or adverse impacts, CT reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



Project Budget Pricing

WA State Criminal Justice Training Center FA  
Retro

**CONVERGINT TECHNOLOGIES TOTAL FIRE ALARM BUDGET:**

**\$557,968**

Thank you for considering our proposal. If you have any questions or would like additional information, please do not hesitate to contact me. If you would like us to proceed with the scope of work as outlined in this proposal, please sign below and email it back to me.

Sincerely,



Aaron Potter  
Fire Alarm & Life Safety

*By signing below, I accept this proposal and agree to the Terms and Conditions V1.09 dated April 2017 contained herein.*

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME / TITLE



Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

## SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

## SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

## SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

## SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

## SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

## SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

## SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

## SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

## SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including paying attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

## SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

## SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.



## 227 - Criminal Justice Training Commission Capital Project Request

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:12PM

Project Number: 40000016

Project Title: Omnibus Minor Works

### Description

Starting Fiscal Year: 2023

Project Class: Preservation

Agency Priority: 2

#### Project Summary

Repair and reseal of campus paved areas.

#### Project Description

**What is the problem/opportunity? Identify: priority, underserved people/communities, operating budget savings, public safety improvements & clarifying details. Preservation projects: include information about the current condition of the facility/system.**

The parking lots impervious surface are over 50 years old as part of the original structure. They are in dire need of repair and refurbishing. There are soft spots and cracks that we have patched over the years. Students living in the on-campus dorms repeatedly bring up safety concerns regarding the uneven surface and tripping hazards. The CJTC is requesting funds to repair, reseal and paint curbs, parking spaces, crossings, handicapped markings, and signs.

**What will the request produce or construct (predesign/design of a building, additional space, etc.)? When will the project start/end? Identify if the project can be phased, and if so, which phase is included in the request. Provide detailed cost backup.**

This project will address the safety issues and concerns, allow more visibility, identify spaces, correct water runoff and drainage. This project can be done in 3 phases- Main Lot and 4 entrances, Student row and Back lot, running track and mock city lot. All 3 phases are included in this request.

**How would the request address the problem or opportunity identified in question 1? What would be the result of not taking action?**

The project will address the safety concern, community relations, improve traffic flow, visible signage, improve water flow and drainage, improve occupant morale, and increase safety. Doing nothing will only contribute to more issues and problems that will cost more money to fix, deteriorate quicker and create unsafe conditions.

**What alternatives were explored? Why was the recommended alternative chosen? Be prepared to provide detailed cost backup. If this project has an associated predesign, please summarize the alternatives the predesign considered.**

The current alternatives we have explored is do patch work. We have repaired sink holes as big as 600 sqft and as small as 2 sqft. The alternative to continue to do patchwork was not chosen as this does not take care of all the issues this project would address such as correcting water drainage.

**Which clientele would be impacted by the budget request? Where and how many units would be added, people or communities served, etc.**

The CJTC occupants, visitors, and surrounding community will benefit from this project.

**Does this project or program leverage non-state funding? If yes, how much by source? If the other funding source requires cost share, also include the minimum state (or other) share OF project cost allowable and the supporting citation or documentation.**

This project does not have any non-state funding.

**Describe how this project supports the agency's strategic master plan or would improve agency performance. Reference feasibility studies, master plans, space programming and other analyses as appropriate.**

This project supports the safety plan and the agency strategic plan. Addressing the safety of the students, staff and visitors. Other State Agencies also will benefit and the community benefits too when they use the facility for community functions such as recycling event, Halloween open house, job fairs, community training, etc....

This project supports the agency strategic plan goal to Ensure that Commission technology and facilities support and enhance the mission.

**Does this project include IT related costs, including hardware, software, cloud based services, contracts or staff? If yes, attach IT Addendum.**

No, this decision package does not include funding for any information technology related costs.

**227 - Criminal Justice Training Commission**  
**Capital Project Request**  
 2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:12PM

Project Number: 40000016

Project Title: Omnibus Minor Works

**Description**

·If the project is linked to the Puget Sound Action Agenda, describe the impacts on the Action Agenda, including expenditure and FTE detail. See Chapter 12 Puget Sound Recovery) in the 2021-23 Operating Budget Instructions. No, this project is not linked to the Puget Sound Action Agenda.

·How does this project contribute to statewide goals to reduce carbon pollution and/or improve energy efficiency? Please elaborate.

This project does not contribute to statewide goals to reduce carbon pollution and/or improve energy efficiency.

·How does this project impact equity in the state? Which communities are impacted by this proposal? Include both demographic and geographic communities. How are disparities in communities impacted?

This proposal has a positive impact on all communities by providing safe conditions to students and guests who use the campus to attend training and meetings.

·Is there additional information you would like decision makers to know when evaluating this request?

This project is needed to improve safety, visibility and water runoff. It will enhance our relationship with the community and other government entities.

**Proviso**

n/a

**Location**

City: Burien

County: King

Legislative District: 033

**Project Type**

Facility Preservation (Minor Works)

**Growth Management impacts**

This project does not have any growth management impact.

**Funding**

Acct Code	Account Title	Estimated Total	Expenditures		2021-23 Fiscal Period	
			Prior Biennium	Current Biennium	Reapprops	New Approps
057-1	State Bldg Constr-State	270,000				270,000
	<b>Total</b>	<b>270,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>270,000</b>
Future Fiscal Periods						
		2023-25	2025-27	2027-29	2029-31	
057-1	State Bldg Constr-State					
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

**Schedule and Statistics**

Start Date

End Date



# Capital Project Request

2021-23 Biennium

\*

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:12PM

Project Number: 40000016

Project Title: Omnibus Minor Works

## Schedule and Statistics

	Start Date	End Date
Predesign		
Design	7/1/2022	8/1/2022
Construction	9/1/2022	10/1/2022

### Total

Gross Square Feet:	0
Usable Square Feet:	0
Efficiency:	
Escalated MACC Cost per Sq. Ft.:	0
Construction Type:	Other Non-Building Projects
Is this a remodel?	No
A/E Fee Class:	D
A/E Fee Percentage:	11.47%

## Cost Summary

	<u>Escalated Cost</u>	<u>% of Project</u>
Acquisition Costs Total	0	0.0%
Consultant Services		
Pre-Schematic Design Services	0	0.0%
Construction Documents	0	0.0%
Extra Services	0	0.0%
Other Services	0	0.0%
Design Services Contingency	1,186	0.4%
Consultant Services Total	24,827	9.2%
Maximum Allowable Construction Cost(MACC)	196,765	
Site work	181,230	67.0%
Related Project Costs	15,535	5.7%
Facility Construction	0	0.0%
GCCM Risk Contingency	0	0.0%
GCCM or Design Build Costs	0	0.0%
Construction Contingencies	9,852	3.6%
Non Taxable Items	0	0.0%
Sales Tax	20,868	7.7%
Construction Contracts Total	227,484	84.1%
Equipment		
Equipment	0	0.0%
Non Taxable Items	0	0.0%

OFM

227 - Criminal Justice Training Commission  
Capital Project Request

2021-23 Biennium

Version: C2 First Year Capital Supplemental

Report Number: CBS002

Date Run: 8/26/2021 3:12PM

Project Number: 40000016

Project Title: Omnibus Minor Works

### Cost Summary

	<u>Escalated Cost</u>	<u>% of Project</u>
Equipment		
Sales Tax	0	0.0%
Equipment Total	0	0.0%
Art Work Total	0	0.0%
Other Costs Total	0	0.0%
Project Management Total	18,148	6.7%
Grand Total Escalated Costs	270,459	
Rounded Grand Total Escalated Costs	270,000	

### Operating Impacts

No Operating Impact

#### Narrative

The repaving and sealing of the parking lots will have no impact on the operating budget when completed.

<u>Parameter</u>	<u>Entered As</u>	<u>Interpreted As</u>
Biennium	2021-23	2021-23
Agency	227	227
Version	C2-A	C2-A
Project Classification	*	All Project Classifications
Capital Project Number	40000016	40000016
Sort Order	Project Priority	Priority
Include Page Numbers	Y	Yes
For Word or Excel	Y	Y
User Group	Agency Budget	Agency Budget
User Id	*	All User Ids

## 227 - Criminal Justice Training Commission Cost Estimate Summary

2021-23 Biennium

\*

**Cost Estimate Number:** 21  
**Cost Estimate Title:** Parking lot maintenance cost estimate

**Report Number:** CBS003  
**Date Run:** 8/26/2021 3:09PM

**Version:** C2 First Year Capital Supplemental  
**Project Number:** 40000016  
**Project Title:** Paved areas repair and reseal

**Agency Preferred:** Yes

**Project Phase Title:**

**Contact Info**      **Contact Name:** Bob Sanchez      **Contact Number:** 206.835.7305

### Statistics

Gross Sq. Ft.: 0  
Usable Sq. Ft.: 0  
Space Efficiency:  
MACC Cost per Sq. Ft.: 0  
Escalated MACC Cost per Sq. Ft.: 0  
Remodel?  
Construction Type: Other Non-Building Projects  
A/E Fee Class: D  
A/E Fee Percentage: 11.47%

#### Start Date

#### End Date

### Schedule

Predesign:  
Design: 07-2022 08-2022  
Construction: 09-2022 10-2022  
Duration of Construction (Months): 1

### Cost Summary Escalated

<b>Acquisition Costs Total</b>		<b>0</b>
Pre-Schematic Design Services		0
Construction Documents		0
Extra Services		0
Other Services		0
Design Services Contingency		1,186
<b>Consultant Services Total</b>		<b>24,827</b>
Site work		181,230
Related Project Costs		15,535
Facility Construction		0
Construction Contingencies		9,852
Non Taxable Items		0
Sales Tax		20,868
<b>Construction Contracts Total</b>		<b>227,484</b>
<b>Maximum Allowable Construction Cost(MACC)</b>	<b>196,765</b>	
Equipment		0
Non Taxable Items		0
Sales Tax		0
<b>Equipment Total</b>		<b>0</b>
<b>Art Work Total</b>		<b>0</b>
<b>Other Costs Total</b>		<b>0</b>
<b>Project Management Total</b>		<b>18,148</b>
<b>Grand Total Escalated Costs</b>		<b>270,459</b>
<b>Rounded Grand Total Escalated Costs</b>		<b>270,000</b>

### Additional Details

Alternative Public Works Project: No



Current Project Total:	\$ 261,177
Rounded Current Project Total:	\$ 261,000
Escalated Project Total:	\$ 246,819
Rounded Escalated Project Total:	\$ 247,000

#### CONSULTANT SERVICES

##### Construction Documents

A/E Basic Design Services				15,789
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**SubTotal: Construction Documents**

0

##### Other Services

Bid/Construction/Closeout				7,094
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**SubTotal: Other Services**

0

##### Design Services Contingency

Design Services Contingency	1,144			
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**SubTotal: Design Services Contingency**

1,144

1.0370

1,186

**Total: Consultant Services**

24,027

1.0333

24,827

#### CONSTRUCTION CONTRACTS

##### Site work

Parking lot repair and reseal	175,000			
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**SubTotal: Site work**

175,000

1.0356

181,230

##### Related Project Costs

Local permit fees	15,000			
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**SubTotal: Related Project Costs**

15,535

##### Construction Contingencies

Allowance for Change Orders	9,500			
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**SubTotal: Construction Contingencies**

9,500

1.0370

9,852

**Sales Tax**

20,150

1.0356

20,868

**Total: Construction Contracts**

219,650

1.0357

227,484

**Maximum Allowable Construction Cost (MACC)**

190,000

1.0400

196,765

#### PROJECT MANAGEMENT

DES Project Management	17,500			
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**Total: Project Management**

17,500

1.0370

18,148

**OFM**

### Cost Estimate Summary and Detail

2021-23 Biennium

\*

**Cost Estimate Number:** 21  
**Cost Estimate Title:** Parking lot maintenance cost estimate

**Report Number:** CBS003  
**Date Run:** 8/26/2021 3:09PM

##### Parameter

Associated or Unassociated  
 Biennium  
 Agency

##### Entered As

Associated  
 2021-23  
 227

##### Interpreted As

Associated  
 2021-23  
 227

**Additional Details**

State Construction Inflation Rate: 3.28%  
Base Month and Year: 08-2021  
Project Administration By: DES  
Project Admin Impact to DES that is NOT Included in Project Total: \$0

**OFM**

**227 - Criminal Justice Training Commission**  
**Cost Estimate Detail**  
2021-23 Biennium

\*

Analysis Date: August 19, 2021

Cost Estimate Number: 21  
Cost Estimate Title: Parking lot maintenance cost estimate  
Detail Title: Parking lot maintenance  
Project Number: 40000016  
Project Title: Paved areas repair and reseal  
Project Phase Title:  
Location: Burien, WA  
Contact Info Contact Name: Bob Sanchez Contact Number: 206.835.7305

**Statistics**

Gross Sq. Ft.:  
Usable Sq. Ft.:  
Rentable Sq. Ft.:  
Space Efficiency:  
Escalated MACC Cost per Sq. Ft.:  
Escalated Cost per S. F. Explanation

Construction Type: Other Non-Building Projects  
Remodel? No  
A/E Fee Class: D  
A/E Fee Percentage: 11.47%  
Contingency Rate: 5.00%  
Contingency Explanation

Projected Life of Asset (Years): 10  
Location Used for Tax Rate: Burien, WA  
Tax Rate: 10.10%  
Art Requirement Applies: No  
Project Administration by: DES  
Higher Education Institution?: No  
Alternative Public Works?: No

**Start Date****End Date****Project Schedule**

Predesign:  
Design: 07-2022 08-2022  
Construction: 09-2022 10-2022  
Duration of Construction (Months): 1  
State Construction Inflation Rate: 3.28%  
Base Month and Year: 8-2021

**Project Cost Summary**

MACC: \$ 190,000  
MACC (Escalated): \$ 196,765

Version	C2-A	C2-A
Project Classification	*	All Project Classifications
Capital Project Number	40000016	40000016
Cost Estimate Number	21	21
Sort Order	Cost Estimate Title	Title
Include Page Numbers	Y	Yes
For Word or Excel	Y	Y
User Group	Agency Budget	Agency Budget
User Id	*	All User Ids





P.O. BOX 66956 BURIEN WA 98166 (206) 246-3237 (206) 246-1167 FAX

## Proposal and Contract

**Customer:** Criminal Justice Training Center  
19010 1st Ave South  
Burien WA 98148  
Bob Sanchez

rsanchez@cjtc.wa.gov

**WE PROPOSE TO FURNISH ALL MATERIALS AND LABOR TO COMPLETE THE FOLLOWING WORK IN A SENSIBLE AND WORKMANLIKE MANNER, ACCORDING TO STANDARD PRACTICES.**

**Yard Paving, new asphalt, approx 6,000 SF** **\$36,500.00+tax**  
Prep and grade base as needed for proper slope for water drainage. Dump removed gravels/sub-grade on site.  
Provide, install and compact finished 3" layer of HMA 1/2" asphalt. Seal adjacent asphalt edges.  
Includes inside fenced lot with drive lane and dumpster pad.

**Asphalt Patching approx 3,075 SF** **\$20,000.00+tax**  
Remove and haul away 2" layer of damaged/distressed asphalt at approx 8 locations.  
Remove and haul away topical tree roots at approx 4 locations.  
Prep and compact base as needed.  
Provide, install and compact finished 2" layer of HMA 1/2" asphalt. Seal adjacent asphalt edges.  
Includes repairs throughout entire complex.

**Extruded Curb Repairs, approx 500 LF** **\$15,500.00+tax**  
Remove and haul away damaged/distressed curbing at approx 10 locations in main lot and north lot.  
Provide, install and finish new 6" x 8" cement extruded curbing.

**Sealcoating, approx 365,000 SF** **\$86,500.00+tax**  
Surface prep to remove loose debris. Seal major cracks in asphalt with crack-filer.  
Provide and apply one coat of utility grade water-based asphalt emulsion sealer to all asphalt.  
Done in approx 5 mobilizations. Need two days shut down per section.

**Striping** **\$16,500.00+tax**  
Re-stripe lot as existing for all parking stalls, handicap with access aisles, curbing, stenciling and all misc striping.

*All work INCLUDES PREVAILING WAGES and to be done in multiple phases, mobilizations, Monday to Friday 7am-4pm*

*BID EXCLUDES: PERMITS, TRAFFIC CONTROL, FLAGGING, FEES, UTILITIES, LANDSCAPING, LOCATES, CATCH BASINS, TESTING, FENCING, ENGINEERING, RESPONSIBILITY OF FUTURE GROUND SETTTLING. RESPONSIBILITY OF TREE LIFE/LOSS DUE TO ROOT REMOVAL. ADDED COST IF SIZE, SCOPE, MATERIALS, THICKNESS AND MOBILIZATION DIFFERS.*

All work in sections above is to be completed for the sum of \$ 175,000.00 + 10.1 % tax = \$ 192,675.00.  
Terms: due upon completion, 1.5% per month on accounts past 30 days.  
any fees associated with collections of unpaid invoices will be the sole responsibility of the customer.  
credit card payments add 3.5% service fee.

Respectfully submitted by Bruno DeSimone Date August 9, 2021.

(see attached terms and general conditions)



**Terms:** CONTRACT. Superior Asphalt Maintenance, Inc. (hereinafter, "Contractor") enters into this contract with the person(s) and or organization identified above (hereinafter "Customer"). ESTIMATE. The estimate is provided by the Contractor to the Customer. If an item in the estimate is in conflict with any provision in the general conditions, the estimate will supersede that provision. SCOPE OF WORK. The scope of work is described in its entirety in the estimate above. PRICE. Customer agrees to pay Contractor under one of the two following options. Option 1. Fixed Price: Total dollar amount of Contractor's estimate. Option 2. Cost Plus: Total dollar amount of Contractor's estimate. In addition Customer shall reimburse Contractor for all costs, including materials, rentals, subcontractors, permits, fees and pay a markup of twenty percent (20%) on all costs that are not included in the scope of work. Customer shall also pay for labor at the following rates. Project Management 80/hr. Site Supervisor \$70/hr., Laborer \$50/hr.

**Customer Acceptance:** The above estimate is hereby accepted, you are authorized to complete the work described above. I / we understand the Terms and agree to pay the amount according to the general conditions bellow.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_.

## GENERAL CONDITIONS

**1. PAYMENT.** Payment for each invoice is due to Contractor no later than fifteen (15) days after the invoice date. Credit card payment is accepted, but is subject to a 3.5% surcharge. If a deposit is required, Contractor reserves the right to credit the deposit upon the final invoice. Customer shall not be entitled to withhold any retainage or retention from progress payments to Contractor. Contractor may suspend work if payment is not timely made. Any accrued balance owing and unpaid to Contractor, regardless of whether the amount in dispute is liquidated or unliquidated, shall bear interest at 1.5% per month from the date payment is due.

**2. SCHEDULING.** Contractor will expeditiously complete the work, subject to unforeseen site conditions, unavailability of materials and/or subcontractors, unavailability of utilities, access to the worksite, delays in communications with Customer or his/her representatives, inclement weather, illness or injury, insufficient or unworkable drawings or specifications, changes in the work, untimely payment from Customer, and/or any other cause beyond Contractor's control. Contractor shall be entitled to additional time and/or compensation if there are delays or scheduling changes not caused by Contractor, including but not limited to: (1) the job site not being ready for Contractor to start work; (2) Contractor having to halt or suspend its work after the project has started; and/or (3) Contractor having to accelerate its work, such as working after normal working hours and/or on weekends.

**3. MOBILIZATION.** Unless specified elsewhere in this contract the Customer will adhere to the fixed price option. The fixed price is based on one mobilization and complete access to work areas at the time of Contractor's mobilization. Customer shall pay to Contractor up to \$2,500.00 for each additional mobilization required through no fault of Contractor.

**4. CANCELLATION / RESCHEDULING POLICY.** If Customer cancels this contract less than seventy-two (72) hours prior to commencement of work, Customer shall pay Contractor twenty percent (20%) of the total contract price. If Customer reschedules the date of commencement of work within seventy-two (72) hours prior to the agreed upon date of commencement of work, Customer shall be subject to, at the discretion of the Contractor, a fee of up to twenty percent (20%) of the total contract price. The fee shall be due at the time that the work was originally scheduled to commence. Fees collected under this provision shall not be considered payment for any work performed and will not be subtracted from the total contract price.

**5. CUSTOMER RESPONSIBILITIES.** It is Customer's responsibility to:

1. Remove all vehicles, equipment and debris from the work site prior to Contractor's mobilization.
2. Ensure all existing surfaces are suitable for the work to be performed by Contractor.
3. Provide potable water and electrical source at no expense to Contractor
4. Obtain all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc. marked by an independent utility locator prior to Contractor commencing work.

Customer shall indemnify, defend and hold Contractor harmless from all claims, demands, suits, injuries, damage, liability and expenses, including attorney fees and costs, asserted by third parties against Contractor arising from or resulting from Customer's breach of this agreement.



## **6. ASPHALT WORK.**

All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. The depth of the asphalt repair will only go to: (1) the stone base or (2) specified depth, whichever is less, regardless of any depth specified in Contractor's scope of work.

**7. EXCLUSIONS.** Unless stated otherwise in this contract, Contractor's scope of work does not include: engineering, testing, subgrade stabilization (undercut), excavation, utilities, adjusting underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, or obtaining government approvals.

**8. CHANGES IN THE WORK.** Any request for a change in the work shall be made directly to Contractor or to a lead person designated by Contractor. Changes preferably should be executed in a signed written change order. If Customer verbally authorizes a change in work, and no change order gets executed in writing, the new work will be paid for based on the "Cost Plus" formula on the estimate. Customer shall be obligated to pay Contractor at Contractor's hourly rates for time preparing change orders that Customer later decides not to proceed with. Contractor reserves the right to decline a request to perform extra or changed work.

**9. CORRECTIONS.** Customer shall not repair or replace any alleged defective work of Contractor until after Contractor is provided with written notice and reasonable opportunity to repair or replace it. Otherwise, Customer accepts the work at issue "AS IS" and waives all claims concerning it. In the unlikely event that Customer remains unsatisfied with Contractor's repair after providing Contractor with reasonable opportunity to repair or replace the alleged defective work as stated above, and Customer chooses to hire a third party to repair or replace the work at issue, Customer shall first provide Contractor with written notice and reasonable opportunity for Contractor to take photos of Contractor's work at the job site prior to undertaking repair or replacement of the alleged defective work. Otherwise, any disagreement between Customer and Contractor as to the state of Contractor's work when Contractor's services were terminated shall be resolved in favor of Contractor and Customer shall be deemed to have accepted all the work in question "AS IS" and waives any claim concerning it.

**10. INSPECTION / ACCEPTANCE.** Customer and or Customer's authorized representative shall inspect the work performed by Contractor prior to Contractor leaving the job site and request Contractor to perform punch list work and/or other repairs so that the work conforms to the contract. If Customer declines to do so, Customer shall be deemed to have accepted the work and shall pay Contractor's invoice within 15 days.

**11. WARRANTY.** Contractor warrants that its work will meet industry standards. Contractor will correct any of its work that does not comply with the requirements of the contract, subject to the conditions and limitations listed below. Alternatively, Contractor may hire another company to perform Contractor's warranty work. The decision as to whether Contractor or another company performs Contractor's warranty work shall be made exclusively by Contractor. If Customer or its agent repairs or replaces Contractor's work, Customer shall not be entitled to any reimbursement from Contractor.

**One-Year Period.** Contractor's warranty expires one year after: (1) the day Contractor's scope of work is substantially completed, (2) the last day that Contractor performs work at the project (repair work and warranty work do not count), (3) the date the building department passes the final inspection for the project or (4) the date of Contractor's final invoice to Customer, whichever occurs first. Warranty work shall not extend the warranty period.

**Notice Procedure.** Contractor must be given written notice of a warranty claim before the one-year warranty period expires. No lawsuit may be filed for any warranty claim that is not delivered in writing to Contractor before the one-year warranty period expires.

**Full Payment as Condition Precedent.** Full payment of Contractor's final invoice within 45 days after the date of the final invoice is a condition precedent to the operation of Contractor's warranty. If Customer disputes Contractor's final invoice in good faith and Customer desires to not fully pay Contractor's final invoice, but nonetheless desires to have the warranty, then Customer shall deposit the unpaid balance with a third party mutually agreed upon in writing between the parties to remain there until written agreement between the parties or the order from a court of competent jurisdiction. If Customer does not pay the full balance of the final invoice to Contractor or deposit said funds in the manner described within 45 days after the date of Contractor's final invoice, then Contractor's warranty is null and void and Customer forfeits any breach of warranty claim that Customer might otherwise have.

**Additional Four Months for Lawsuit Filing.** Any lawsuit that is filed against Contractor alleging a breach of warranty must be filed in a court of competent jurisdiction no later than four months after expiration of the one-year warranty, otherwise it shall be time-barred.

**Manufacturer's Warranty.** Contractor's warranty applies to Contractor's workmanship only. Contractor's warranty does not apply to any manufactured item such as appliances, fixtures, materials or products.



**12. NO LIABILITY ITEMS.** Contractor shall not be responsible or liable to Customer for any of the following items:

1. Defects and damages caused by preexisting conditions.
2. Damage or loss caused by chemical, biological or toxic substances that may be part of any building material utilized in construction.
3. Cracks in concrete 1/4-inch in width or less.
4. Lack of drainage due to grade being less than 2%.
5. Damages to the work prior to the work curing caused by Customer allowing traffic and/or loads in excess of the design capacity on the work before cure.
6. Graffiti, tire tracks, animal or human footprints on the work not caused by Contractor, its employees or agents.
7. Crack fill that adheres to tires.
8. Overspray on vehicles, curb and gutter or on structures located within 50 feet of the edge of the parking lot or area being sealed or treated.
9. Damage to Customer's property including landscaping, sidewalks, existing structures and underground facilities caused by the normal use of Contractor's trucks and/or equipment.
10. Damage to surrounding concrete due to vibration of jackhammers and equipment.
11. Damage to existing asphalt pavement due to weak, unstable, non-compacted or wet sub-base materials.
12. Damage caused to private utility lines unless they were previously marked by an independent utility locator.
13. Microorganisms, fungus, moss, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, and electromagnetic field or emission, including any claim of health or safety risk based on any of the foregoing.
14. Damage to the extent caused by Customer, Customer's contractors or agents.
15. Contractor will not inspect or test for the existence of hazardous substances or materials. Contractor assumes no responsibility for exposing, disturbing, or otherwise causing any damage as a consequence of Contractor's work with regard to hazardous substances or materials.
16. Problems caused by improper care or maintenance including failure to follow the builder's or manufacturer's maintenance recommendations and failure to maintain proper environmental conditions, including proper temperatures and humidity levels.

**13. SITE CONDITIONS.** The contract price is based on the assumptions that:

1. There are no physical conditions at the site differing from those ordinarily encountered and generally recognized as inhering in the proposed scope of work.
2. There is a workable sub-base layer of at least 4 inches that does not require any compaction.
3. There are no underground springs, buried materials, grade failure or conditions or occurrences at the site that will impede or delay Contractor in performance of its work.
4. There is adequate access to the subject property.
5. Contractor's work will not require the moving, modification or disturbing of any private utilities.
6. All conditions in the premises comply with the building code.

If any of these assumptions turns out to be incorrect, Customer shall be responsible to fairly compensate Contractor for all additional work performed by Contractor that is necessary to complete Contractor's scope of work.

**14. WORK OF CUSTOMER AND OTHERS.** Customer shall not perform any work at the project within the scope of this agreement until after Contractor has finished its work and has been paid in full. Customer shall be responsible for all additional costs incurred by Contractor resulting from the work of Customer. Contractor is not responsible for any work performed or materials supplied by Customer or other persons or companies hired by Customer.

**15. NO TRANSFER OR ASSIGNMENT.** This contract, including the warranty, may not be assigned by either party to any other person or company without the express written and signed consent of the other party. This prohibition of assignment applies not only to the assignment of rights to compel performance but also to the assignment of any claim or cause of action, including but not limited to claims for breach of contract, breach of warranty, tort and indemnification. Notwithstanding the foregoing, Contractor may subcontract portions of its scope of work to licensed subcontractors.

**16. NON-DISPARAGEMENT.** The parties agree that they will not directly or indirectly make or cause to be made any negative or disparaging comment, statement or review concerning the other party on social media or any website. A party breaching this section shall be obligated to pay liquidated damages of \$100 per day to the other party until the negative or disparaging comment or statement is removed.



**17. LIMITATION OF REMEDIES AND LIABILITY.** Contractor shall not be liable for consequential damages, including but not limited to damages incurred by Customer for delays, loss of income, profit, financing, storage, transportation, rental, food, reputation or investigation expenses relating to repair, or any other costs due to loss of use, inconvenience or annoyance. Contractor's maximum liability to Customer for all damages arising from work performed under this agreement, including defects, loss, liability and injury and attorney fees and costs arising therefrom (hereinafter in this Section, "Damages") shall not exceed the amount of money that Customer paid to Contractor under this agreement, except to the extent, if any, that said Damages are covered by Contractor's insurance policy. These limitations of remedies and liability are reflected in the contract price and/or rates. Prior to commencement of services, increased liability limits may be negotiated upon Customer's written request and agreement to pay additional compensation to Contractor.

**18. TIME LIMIT TO FILE LAWSUIT.** No lawsuit may be filed against Contractor as to any claim, known or unknown, arising from this agreement and/or this project, including but not limited to claims of breach of contract, breach of warranty, tort, indemnification, or claims based on equitable principles, unless the lawsuit is filed within four months after the expiration of Contractor's one-year warranty period.

**19. VENUE.** If a lawsuit is filed concerning this agreement, venue shall be in the county where the project is located.

**20. ATTORNEY FEES.** If a lawsuit is filed concerning this agreement, the provisions of RCW 4.84.250 through 4.84.300 shall apply, except as provided herein. The maximum dollar limitation in RCW 4.84.250 shall not apply. In applying RCW 4.84.280, the time period for serving offers of settlement on the adverse party shall be the period not less than one (1) month and not more than five (5) months after completion of the service and filing of the summons and complaint. An offer of settlement shall expire ten (10) days after service of the offer of settlement, unless accepted before then. For the plaintiff to be eligible for an award of attorney fees and costs, the recovery to plaintiff, after netting claims and counterclaims, and exclusive of costs, must be more than the amount offered in settlement by the plaintiff. For the defendant to be eligible for an award of attorney fees and costs, the recovery to plaintiff, after netting claims and counterclaims, and exclusive of costs, must be less than the amount offered in settlement by the defendant. If a payment is received by any party more than four (4) months after completion of the service and filing of the summons and complaint, the payment shall be disregarded for purposes of determining the prevailing party. The parties hereby mutually waive any and all other rights to attorney fees and costs that they might otherwise have whether by statute or common law.

**21. ENTIRE AGREEMENT.** This agreement and estimate represents the entire agreement of the parties, and supersedes all prior negotiations, representations and agreements between the parties, whether oral or written. The parties have not relied on any representation, prediction, guarantee, warranty, collateral contract or other assurance, except as provided in this agreement and estimate.

## **NOTICE TO CUSTOMER**

This contractor is registered with the state of Washington, Registration No. SUPERAM044JQ and has posted with the state a bond of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 7/8/2021.

### **THIS BOND MAY NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.**

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

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

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

**YOUR PROPERTY MAY BE LIENED.**

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

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

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

**END.**