

# CITY OF LYNDEN

PARKS DEPARTMENT

Main Number: (360) 354-6717



## Parks Committee Meeting Agenda

City Annex - 205 Fourth Street

4:00 PM August 19, 2024

### Roll Call

### Action Items

#### 1. Approval of Parks Committee Minutes- July 15, 2024

#### 2. Approval of Department Surplus Items

### Information Items

#### 3. Information on Benson Barn

The Department received a number from one of the previously interested contractors. The department would still like construction to occur this fall.

#### 4. Benson Park

Had not received a cost estimate for at least a 90% DD plan, SCJ alliance is working on such a number for a Phase 1 approach and a 30% plan for the rest of the park area, excluding a future stadium phase

#### **Schoolyard Park**

Work on the entry archway and concrete benches have continued and the timber has not yet arrived

Have requested a 90% DD Master Plan from SCJ/Chris Overdorff

#### **Trails**

Successful ribbon cutting ceremony and heavy usage in first month

Final numbers for a trail renovation from Bender to Depot are completed

#### **Parks Department Shop Addition Project**

One contractor has final numbers close to complete for a fall or winter project

#### **Bench Donation Request (Judi Hannum)**

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and a 30% plan for the rest of the park area, excluding a future stadium phase

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**Bench Donation Request** (Judi Hannum)

**5. Continued Discussion of Potential 2025 Budget Items**

-Facilities

-Trail Maintenance

-Equipment

**Items Added**

**Next Meeting:** September 16, 2024

# CITY OF LYNDEN

PARKS DEPARTMENT  
Brent De Ruyter, Parks Director  
(360) 354 - 6717



## PARKS COMMITTEE MEETING MINUTES

July 15, 2024

### 1. **ROLL CALL:**

**Members Present:** Mayor; Scott Korthuis, Councilors; Gary Vis, and Nick Laninga

**Staff Present:** City Administrator; John Williams, Parks Director; Brent DeRuyter, and Parks Admin. Assistant; Nancy Norris

### 2. **ACTION ITEMS:**

#### A. **Approval of Parks Committee Minutes- June 17, 2024**

Vis motioned to approve the June 17, 2024, minutes, Laninga seconded the motion.

The Parks Committee approved the motion to approve the Parks Committee June 17, 2024, Minutes.

#### B. **Approval of Mt. Baker Rotary Club Donation**

The Mt. Baker Rotary Club has graciously offered to purchase a portable outfield fence for youth tournaments and high school games and tournaments to help with a future Bender Fields Upgrades project for approximately \$8,500. This would provide the opportunity for local clubs and schools to host tournaments that require smaller field dimensions to be more successful.

Parks Committee accepted the donation of a portable outfield fence from Mt. Baker Rotary. And recommend the donation to City Council for final approval.

### 3. **INFORMATION ITEMS:**

#### A. **Information on Benson Barn**

- Have not received a number from either of the previously interested contractors. The department would still like construction to occur this fall.

#### B. **Updates on Parks and Trails**

- **Benson Park**  
Had not received a cost estimate for at least a 90% DD plan as of agenda deadline.

#### **Schoolyard Park**

Work on foundations for both structures has begun and contacts are being made to install sewer infrastructure.

# CITY OF LYNDEN

## PARKS DEPARTMENT

Brent De Ruyter, Parks Director  
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Have requested a 90% DD Master Plan from CDM and Chris Overdorff.

Successful impromptu Splash Day in the grassy area- ~300 people attended. Thanks, with the help of Volunteers from Manna Insurance and the Fire Dept. and Councilman Wohrab.

- **Trails**

Final walk-through and details being completed on Phase 3 in preparation for the July 18, 2024, ribbon cutting ceremony at 11:00 AM.

Final numbers for a trail renovation from Bender to Depot not complete.

- **Parks Department Shop Addition Project**

Two contractors still looking at possibilities for a fall or winter project.

- **Bender Field Announcers Booth/Concessions/Restroom Project**

Private donor groups have preliminary drawings completed and are working on costs/savings for materials and labor.

### C. Continued Discussion of Potential 2025 Budget Items

**-Facilities:** Bender: Concession Building, Fencing, Backstops, Signage  
Schoolyard Park: Restroom Facility,  
Million Smiles: Repaint, Wood Shavings, Playground Certification

**-Trail Maintenance:** Bridge repairs to the railings, The Homestead Trail that the city acquired from Homestead upgrades

**-Equipment-** 1-Ton truck, Field Groomer, 4wheel drive pickup, Mini Excavator

**-Potential FTE and Field Superintendent Options – Additional Employees**

## 4. ITEMS ADDED

### A. Staffing Issues Discussion Follow-up from June Meeting

Laniga asked DeRuyter if he had investigated the feasibility of keeping a seasonal worker on longer.

DeRuyter said he is waiting to hear from Finance Director Scholl.

Laniga mentioned that he and Vis spoke and would like some information on the man hours, and cost to maintain city properties that are not Parks. (City Hall, Library, Fire Hall, Police grounds and a few rite ways) include benefits, fuel, equipment, vehicle etc. expenses.

# CITY OF LYNDEN



## PARKS DEPARTMENT

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The Parks Committee would like to see at least three (3) bids from local Lawncare Contractors to see if it is cost effective to subcontract those properties out like they do for the Water Treatment Plant.

The Parks Committee would like to reevaluate the Park Job descriptions for seasonal and full-time maintenance employees.

Laniga asked with department feeling overwhelmed and stressed are the employees being properly trained? Is there training that is needed. That would benefit the employees.

Laniga mentioned that there is a trend in the workforce the lack of quality work/workers and employers are at their wits end. How can City avoid that scenario?

What is the job description for the Field Superintendent and what does that position all entail?

With the request for another full-time employee, how many seasonal workers would Parks retain?

The Parks Committee would like to see manhours for each park for the last few years. To see where the need is to elevate the OT.

Parks Committee questioned if Parks Department should have an on-call phone like public works has, if man hours are not available to cover the operating hours of the parks.

DeRuyter will work to prepare the request of the Parks Committee members for the August meeting.

Meeting Adjourned 5:08 PM.

**NEXT MEETING- Monday, August 19, 2024**

**HP Contracting LLC**

9091 Line Rd  
Lynden WA, 98264  
360-303-6148

Number
Date

**Bill to:**

City of Lynden  
300 4th Street  
Lynden, WA 98264

**Job Description**

**Finish off Benson Barn building  
and repaint.**

**Description**

**Option**

**Repairs to North Gable end wall**

Replace / Build new rolling Barn doors with new hardware allowing them seal and lock.  
Install track flashing to prevent water entering building  
Replace all 12 windows with new vinyl windows with grids to match. Trim the windows with 1x4 cedar  
Includes window on north side of Milk parlor  
Repair any broken or rotten boards on North walls.

**Repairs to South Gable end Wall**

Replace all the framing on the south wall and sheet the gable with 1/2" plywood  
Install a 12' wide by 8' tall sliding barn door, like the north gable doors.  
Build a small roof over the 2' step out and roof with cedar shingles to match the rest of the barn.  
Install post and beams to support the upper gable end wall.  
Tyvek walls and weather proof them. Flashing  
Side the gable end with Hardie 6-1/2" revel to match the rest of the barn

**Option for the gable end Wall interior**

Install 1"x 6" fur on the interior of the south gable end wall to match the north wall.

**\$6,500.00**

**East wall**

Replace all 12 windows with new vinyl windows with grids to match  
Trim out windows with cedar 1"x 4"  
repair any broken or missing siding

**West wall and gable (Parlor area )**

clean up rough cut gable end wall  
 Install 3' man door in center of gable end wall.  
 Tyvek walls and weather proof  
 Install fascia board to clean up gable end..  
 Side the gable end with Hardie 6-1/2" revel to match the rest of the barn  
 Install soffit panel  
 parlor side wall and west wall of barn clean up  
 Add plywood where needed  
 Replace 4 windows with new vinyl windows with grids to match  
 Trim out windows and door with cedar 1"x 4"  
 Tyvek walls and weather proof them. Flashing  
 Side the gable end with Hardie 6-1/2" revel to match the rest of the barn

**Painting barn**

Pressure wash barn. (All walls and new doors)  
 remove gutter down spouts as needed  
 Masking as needed  
 prime cedar, rolling doors and as needed.  
 Paint barn white with 2 coats of bright white paint.  
 remove sign prior to paint and reinstall.

Lift rental included in this proposal.  
 All clean up and dump Fees included

Owner insures proper access in and around the building.

	Sub total
Tax	9.0%
	Total

Approval : \_\_\_\_\_

Date:

Proposal
14
7/18/2024

Contact Number  
360-255-7053  
[deruyterb@lyndenwa.org](mailto:deruyterb@lyndenwa.org)

**Project Address**  
Benson Park  
8727 Benson Rd  
Lynden Wa 98264

Amount
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\$	135,879.23
\$	135,879.23
\$	12,229.13
\$	148,108.36

\_\_\_\_\_



2380 Grandview Rd. | Ferndale, WA 98248  
Office: (360)366-3303 | Cell: (360)410-7389 | Fax: (360)366-3304  
LICENSE #WESTERS101JS

**PROPOSAL/CONTRACT AGREEMENT  
WASHINGTON**

August 15, 2024

**Contracting Party:**

**Location & Project Name:**

<b>City of Lynden</b>	<b>Paving: Jim K trail Depot Rd-Bender Rd</b>
<b>Phone: 360 961 2277 (Brent DeRuyter)</b>	<b>Email: deruyterb@lyndenwa.org</b>

APPROXIMATE QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
24,780	Sq ft	-Grind and pulverize existing asphalt walking trail		
		-Excavate and remove worst of tree damaged areas		
		-Saw cut and remove broken shoulder in multiple places		
		-Apply tack coat (glue)		
		-Pre-level excavation areas		
		-Pave asphalt overlay @ 2" compacted		
		-Seal joints	\$5.33/ sq ft	

<b>APPROXIMATE TOTAL:</b>	<b>\$132,041.00</b>
(Plus sales tax where applicable)	
Total price to be based on actual quantity or measurement unless otherwise specified.	



A 2.5% convenience fee will apply on all credit card payments

Exclusions Include: Curbing, utility patching, utility adjustments, testing, saw cutting, striping, and engineering.

<b>Notes:</b>	
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WRS' proposed prices herein assume that WRS' work hereunder will be complete on or before:  
Unless Contracting Party has signed and returned this agreement within thirty (30) calendar days of the date first stated above, WRS' proposal shall be null and void. This proposal is subject to the General Conditions on Page 2.

Contracting Party's signature on one copy returned to WRS will render this a legal contract for the performance of the above work. Contracting Party's

Approved by Contracting Party:

Western Refinery Services, Inc.

By:

By: *Joel Nunnikhoven*

Date:

Cell | 360-410-7389 | Estimator  
Joel Nunnikhoven | Email | [joeln@wrsweb.com](mailto:joeln@wrsweb.com)

**GENERAL PROVISIONS**

1. **DEFINITIONS.** As used herein, (i) "Contractor" shall mean Western Refinery Services, Inc., or any division thereof; (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions.
2. **ACCEPTANCE.** Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Any revisions, changes, or modifications made or suggested to the proposal, or in other writing issued by Contracting Party for purposes of accepting the proposal set forth herein, shall be null and void and shall not become a part of the Agreement unless agreed upon in writing by Contractor and Contracting Party.
3. **COST ESCALATION FOR ASPHALT.** Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices at time the work is performed exceed such posted prices, the Contract Price shall be equitably adjusted by a change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.
4. **CREDIT VERIFICATION.** This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate.
5. **TERMS OF PAYMENT.** Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of one and a half percent (1.5%) per month (eighteen percent (18.00%) per annum) or the highest rate allowed by law, whichever is lower.
6. **SCHEDULE.** This Agreement is subject to Contractor's review and approval of the Contracting Party's schedule. Contracting Party shall coordinate with any other contractors and subcontractors' work to prevent any delay or interference with Contractor's work.
7. **CHANGES.** Contracting Party may, without invalidating this Contract, order extra work, orally or in writing, or make changes by altering, adding to, or deducting from the work, and the Contract Price and Contract Time shall be adjusted accordingly. All such work shall be executed under the conditions hereof. Contractor may require a written change order prior to proceeding with the work, or may proceed with the work and thereafter prepare a change order documenting the change in the Contract Price or Contract Time. If additional work has been accepted by Contracting Party, payment shall be made to Contractor with the next regular payment as provided herein. In case of any dispute over the adjustment of the Contract Price or Contract Time, Contractor shall proceed with the Work so long as the Contracting Party timely pays Contractor all undisputed amounts, plus fifty percent (50%) of the disputed amount, and provides a detailed written explanation of the reason for the dispute, and as such, the dispute shall be resolved in accordance with the procedures set forth herein.
8. **PROPERTY LINES.** Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that, prior to commencement of work hereunder, Contracting Party shall place stakes clearly indicating such property lines.
9. **PERMITS.** Any permits that must be secured prior to commencement of the work hereunder shall be secured and paid for by Contracting Party.
10. **DELAYS.** If Contractor is delayed at any time in the commencement or progress of the work by: Contracting Party, any employee or agent of Contracting Party, any separate contractor employed by Contracting Party, changes ordered in the work by Contracting Party, labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation or materials, labor shortages or unavailability, action or inaction of public authorities not arising out of fault of Contractor, casualties, or any other causes beyond Contractor's reasonable control, then the Contract Time shall be extended and the Contract Price shall be increased by change order for a period of time and in an amount reasonably necessary to alleviate the effect of such events on Contractor. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.
11. **HAZARDOUS SUBSTANCES.** Contracting Party agrees to indemnify, defend, and hold harmless Contractor and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors, or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work, in whole or in part, and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.
12. **TERMINATION FOR CAUSE.** In the event that Contracting Party fails to timely pay for the work, Contractor shall be entitled to exercise any remedy provided by law or this Agreement, including, without limitation (i) cessation of further work until payment has been made and Contractor Party provides adequate assurances of future performance; (ii) termination of this Agreement; (iii) a lawsuit for monies owed; and (iv) foreclosure of a lien against the property on which the work was performed. All of these remedies shall be cumulative and in addition to any other remedies provided by law or equity. If the

- Contractor defaults, or neglects to carry out the work in accordance with this Agreement, Contracting Party shall provide thirty (30) working days' written notice of the default with an opportunity to cure. If Contractor fails to timely correct said default, or fails to commence and continue correction of such default with diligence and promptness, Contracting Party may terminate this Agreement in writing.
13. **INDEMNITY.** Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the work hereunder; provided, however, that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Contracting Party shall indemnify and hold harmless Contractor from and against claims, damages, losses, and expenses, including, but not limited to attorneys' fees, to the extent caused by negligent acts or omissions of Contracting Party or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable.
  14. **WARRANTIES.** The Contractor warrants to the Contracting Party that materials furnished under the Agreement will be of good quality and new (unless otherwise required or permitted by the 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 the Agreement. This warranty shall extend for a period of one (1) year from the date of substantial completion of the work or the use of the project by the Contracting Party, whichever occurs first. Except as otherwise provided herein, Contractor makes no warranties or representations of any kind, express or implied (including no warranty of merchantability or fitness for a particular purpose), and none shall be implied by law. The warranty shall not apply to any damage or loss to the work occasioned by Contracting Party's failure to perform ordinary and reasonable maintenance during the warranty period and/or any written notice of defects received after the one (1)-year period. Contracting Party agrees that oral agreements, statements, and representations made by Contractor and its employees or agents shall not constitute a warranty of any kind.
  15. **TIME LIMITATIONS ON CLAIMS.** Any actions arising out of or related to Contractor's performance of the work, including any action arising under the Agreement, must be commenced with one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained which is not commenced within such one (1)-year period.
  16. **LIMITATION OF LIABILITY.** Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages (whether special, direct, incidental, consequential, or other) sustained by Contracting Party or others arising from Contractor's performance of the Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal, or for any delay damages or other consequential damages of any kind or nature. Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes, conduits, or utilities; (ii) damage to approaches (including sidewalks) from the street to the property line; (iii) damage to the completed pavement surface due to the action of petroleum-product spillage; (iv) subgrade failure or utility ditch failure; or (v) growth of horsetail weeds, morning glories, deep-rooted ferns, or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in the Agreement shall be applied at the rate specified by the manufacturer thereof. Notwithstanding any other provision of this Agreement, Contractor shall not be liable to Contracting Party for any consequential damages incurred due to the fault of Contractor, its agents, employees, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
  17. **ARBITRATION/ATTORNEYS' FEES.** At the Contractor's sole option, all claims, disputes, and other matters in question between Contractor and Contracting Party arising out of or relating to this Agreement shall be decided by arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or by an arbitrator mutually agreed upon by the parties. If Contractor elects to arbitrate any such dispute, Contractor and Contracting Party agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. If the Contractor does not select Arbitration as the means of dispute resolution, all claims, disputes, and other matters in question between Contractor and Contracting Party arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington, regardless of where the Project was located. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs, and expert fees incurred. The parties expressly waive their rights to a jury trial.
  18. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
  19. **SEVERABILITY.** In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid, or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of the Agreement shall not be affected and shall remain in full force and effect.
  20. **VOLUNTARY CONTRACT.** Each of the parties to this Agreement has carefully and fully read and understands the terms and conditions hereof, has had full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily through a representative who is fully authorized and empowered to sign on its behalf.
  21. **ENTIRE AGREEMENT.** Contracting Party and Contractor intend that the proposal, those terms and conditions on the front of the page hereof, these General Provisions shall constitute the final, complete, and exclusive Agreement between the parties. This Agreement supersedes all other prior or

contemporaneous agreements, representations, understandings, and promises, oral and/or written, by or between the parties, with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings, and promises, oral and/or written, made by

Contractor. No course of dealings between the parties shall be relevant or admissible in, supplement, or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contractor and

State of Washington  
**NOTICE TO CUSTOMER**

This Contractor is registered with the State of Washington, Registration No. WESTERS101JS, and has posted with the state a bond or deposit of Twelve Thousand Dollars (\$12,000.00) 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 01/25/2025.

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

This bond or deposit is not for your exclusive use because it covers all work performed by this Contractor. The bond or deposit is intended to pay valid claims up to Twelve Thousand Dollars (\$12,000.00) 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 Washington State's Department of Labor and Industries. I have received a copy of this disclosure statement.

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(Signature of Customer)





## Proposal / Contract

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

August 16, 2024

Rev 0

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

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

### PCS Proposes to perform the following:

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

**PCS Excludes the following:**

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

**Pricing for scope listed above**

**\$ 255,754.00**

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

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

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

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

Approved by Contracting Party:

Pioneer Construction Services LLC.

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

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

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

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

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

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





## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State of Washington

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

**NOTICE TO CUSTOMER**

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

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

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

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

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

**YOUR PROPERTY MAY BE LIENED.**

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

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

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

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

Acknowledgment of receipt:

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

Date \_\_\_\_\_

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

530 E. WISER LAKE ROAD  
LYNDEN, WA 98264  
STEVE KRUYSWIJK  
OFFICE: 360-354-5124  
STEVE@WHATCOMLAWNS.COM  
[www.whatcomlawns.com](http://www.whatcomlawns.com)  
*DO YOU HAVE A WHATCOM LAWN?*



SERVICE ADDRESS:

City of Lynden-  
300 4<sup>th</sup> Street  
Lynden, WA 98264

BILLING ADDRESS:

360-961-4983

[hollemant@lyndenwa.org](mailto:hollemant@lyndenwa.org) - estimate

[accountspayable@lyndenwa.org](mailto:accountspayable@lyndenwa.org) - billing

DESCRIPTION OF SERVICES:

Proposal for ongoing lawn maintenance:

- Video for service available to service crews
- Lawn mowing
  - Lawn areas:
    - City Hall – 300 4<sup>th</sup> Street
      - Only trimming and edging for field north of City hall
        - Due to this field being mowed by a robot mower
      - All other lawn areas are included for mowing
    - Library – 216 4<sup>th</sup> Street
      - All lawn areas included
    - Fire Hall – 215 4<sup>th</sup> Street
      - All lawn areas included
    - Annex – 205 4<sup>th</sup> Street
      - All lawn areas included
    - Police station – 203 19<sup>th</sup> Street
      - 2 strips in front of station and fenced parking lot
  - Weekly through the growing season and once a month through the winter season
  - Mow and trim weekly
  - Edge beds and lawn every two weeks
  - Blow off all pavement with each visit
  - Clean up, haul away and dispose all debris off the lawn year round

Total per month: \$1,365.00 plus tax (12 months a year)

Note: 12 month agreements cancelled prior to the end of the 12 month period will be subject to additional billing or a credit based on the amount of work performed and the total dollars invoiced.

**Augusta Lawn Care Services of Bellingham**

5309 Guide Meridian Rd Suite #3  
Bellingham WA 98226  
(360) 350-5500  
office@augustalawncareservices.com



Customer #	715
Estimate #	1249
Date	Aug 08, 2024
P.O. Number:	

**Tim Holleman - City of Lynden**

300 4th Street  
Lynden WA 98264

Description	Cost/Rate	Taxes %	Total
<b>Property Address: 203 19th Street Lynden WA, 98264</b>			

Landscape Maintenance

**Landscape Maintenance: 203 19th Street Lynden WA 98264, US**

1.) Mow Lawn Areas on Front Side of Property			
2.) Establish Defined Edges Along Garden Beds and Hard Surfaces	0.00	8.8	0.00
3.) Blow off Hard Surfaces			
4.) Pull Large Weeds and Noxious Grass from Garden Beds on Front Side of Property			

**Weekly: \$50**  
**Bi-Weekly: \$75**

**Property Address: 216 4th Street Lynden WA, 98264**

Landscape Maintenance

**Landscape Maintenance: 216 4th Street Lynden WA 98264, US**

1.) Mow Lawn Areas Around Property			
2.) Establish Defined Edges Along Garden Beds and Hard Surfaces	0.00	8.8	0.00
3.) Blow off Hard Surfaces Around Property			
4.) Pull Large Weeds and Noxious Growth from Garden Beds			

**Weekly: \$100**  
**Bi-Weekly: \$150**

**Tim Holleman - City Of Lynden**

300 4th Street

**Property Address: 215 4th Street Lynden WA, 98264**

Landscape Maintenance

**Landscape Maintenance: 215 4th Street Lynden WA 98264, US**

1.) Mow Lawn Areas Around Property			
2.) Establish Defined Edges Along Garden Beds and Hard Surfaces	0.00	8.8	0.00
3.) Blow off Hard Surfaces Around Property			
4.) Pull Large Weeds and Noxious Growth from Garden Beds			
<b>Total Estimated Cost</b>			<b>0.00</b>

**Augusta Lawn Care Services of Bellingham**

5309 Guide Meridian Rd Suite #3  
Bellingham WA 98226  
(360) 350-5500  
office@augustalawncareservices.com

Customer #	715
#	1249
Date	Aug 08, 2024
Status	

Property Address: 300 4th Street Lynden WA, 98264

Landscape Maintenance

Landscape Maintenance: **300 4th Street Lynden WA 98264, US**

1.) Mow Lawn Areas Around Property. Does not Include Large Field to North of City Hall	0.00	8.8	0.00
2.) Establish Defined Edges Along Garden Beds and Hard Surfaces			
3.) Blow off Hard Surfaces Around Property			
4.) Pull Large Weeds and Noxious Growth from Garden Beds			
<b>Weekly: \$85</b>			
<b>Bi-Weekly: \$128</b>			

Property Address: 205 4th Street Lynden WA, 98264

Landscape Maintenance

Landscape Maintenance: **205 4th Street Lynden WA 98264, US**

1.) Mow Lawn Areas Around Property	0.00	8.8	0.00
2.) Establish Defined Edges Along Garden Beds and Hard Surfaces			
3.) Blow off Hard Surfaces Around Property			
4.) Pull Large Weeds and Noxious Growth from Garden Beds			
<b>Weekly: \$100</b>			
<b>Bi-Weekly: \$150</b>			

**Notes:**

Thank you for reaching out for a quote from Augusta Lawn Care!  
 We are more than happy to answer any questions.  
 Feel free to call or email us! PH# 360-305-3274 Email: office@augustalawncareservices.com

Subtotal	0.00
	0.00
<b>Total Estimated Cost</b>	<b>0.00</b>

- Estimates expire in 30 days.
- Invoices are generated upon completion of work.
- Projects over \$3,000 require 50% deposit prior to reserving your start date.
- Projects or work change orders that are not included on this estimate and requested by the Customer will incur added charges and costs. Additional costs will be carefully tracked throughout the project and itemized on the final invoice.
- Payments for services are credit card only.
- If payment is not received within 14 days of the invoice due date, all services may be temporarily paused until payment is received.
- If Invoices are unpaid 42 days past the due date, the outstanding debt may be submitted to a Collections Agency and a 25% administration fee will be applied.

**Tim Holleman - City Of Lynden**  
 300 4Th Street  
 Lynden WA 98264

<b>Customer</b>	<b>Tim Holleman - City of Lynden</b>
<b>Customer #</b>	<b>715</b>
<b>#</b>	1249
<b>Date</b>	Aug 08, 2024

**Augusta Lawn Care Services of Bellingham**  
 5309 Guide Meridian Rd Suite #3  
 Bellingham WA 98226  
 (360) 350-5500  
 office@augustalawncareservices.com

<b>Total Estimated Cost</b>	<b>0.00</b>
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**Status**