

RESOLUTION NO. 09-623

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
ACCEPTING THE BID AND AUTHORIZING A CONTRACT
WITH ALL PURPOSE STRUCTURES FOR A NEW ROOF
ON THE CITY WAREHOUSE**

WHEREAS, the City has identified the need to replace or repair roof on the metal storage building. The insulation, gutters, downspouts and trim need to be repaired or replaced as well; and

WHEREAS, staff solicited bids from local contractors on the small works roster; and

WHEREAS, the City only received guarantees for total roof replacement; and

WHEREAS, the City desires to have a five year no leak guarantee and has received the lowest bid for roof replacement with a guarantee from All Purpose Structures Inc.;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. To accept the low bid and authorize the Mayor to execute a contract with All Purpose Structures Inc. for \$20,052.99 to replace the metal roof, insulation, gutters, downspouts and trim on the City warehouse building according to the bid and contract terms as attached hereto as Exhibit A.

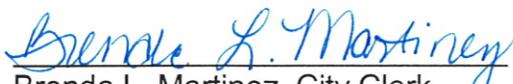
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF AUGUST, 2009.

CITY OF BLACK DIAMOND:



Howard Botts, Mayor

Attest:


Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND
SMALL PUBLIC WORKS CONSTRUCTION CONTRACT**

THIS Agreement is dated the 16th day of August, 2009, and is made and entered into by CITY OF BLACK DIAMOND, WASHINGTON ("CITY") and All-Purpose Structures Inc. ("CONTRACTOR") for the following project:

Replace the metal roof, trim, gutters and downspouts on a 40x80 metal building and 40 x 20 shed located at 32820 3rd AVE, Black Diamond, WA 98010 in accordance with the Scope of Work attached hereto as Exhibit A. ("PROJECT").

The City and Contractor agree as follows:

1. Contract Documents. The Contractor shall do all work, furnish all tools, material, and equipment, and complete the construction of the Project in accordance with the Contract Documents. The Contract Documents consist of the following in order of precedence:

- a. Written change orders or orders for changes in the work issued after execution of this Agreement;
- b. This Agreement signed by the City and Contractor;
- c. Bid Quotation (See attached bid Option dated June 23, 2009); and
- d. 2008 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, except Sections 1-02, 1-03, 1-04.1 through 1-04.6, 1-07.18, 1-08, 1-09.5, 1-09.11 and 1-09.13. All references in the Standard Specifications to the terms "State", "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "City of Black Diamond".

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. If any part of the Contract requires work that does not include a description of how the work will be performed, the work shall be performed in accordance with standard trade practices.

2. Date of Commencement and Substantial Completion Date. The date of commencement shall be immediately after receipt of the notice to proceed. The Contractor shall complete the Project not later than thirty (30) calendar days after the date the Notice to Proceed is issued. The Contractor shall submit any requests for time extensions to the City in writing no later than seven days after the delay occurs. To be considered by the City, the request shall be in sufficient detail (as determined by the Engineer) to enable the City to ascertain the basis and amount of the time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) had a specific impact on the critical path, and except in cases of concurrent delay, was the sole cause of such impact, and (2) could not have been avoided by resequencing of the work or by using other reasonable alternatives. The City will evaluate and respond within seven days of receiving the request. The authorized time for physical completion will be extended for a period equal to the time the Engineer determines the work was delayed because of: (1) Adverse weather causing the time requested to be unworkable; (2) any action, neglect, or default of the City its officers, or employees, or of any other

contractor employed by the City; (3) Fire or other casualty for which the Contractor is not responsible; (4) Strikes; (5) Exceptional causes not specifically identified in items 1 through 4, provided the request letter proves the Contractor had no control over the cause of the delay and could have done nothing to avoid or shorten it.

3. Contract Sum. Subject to additions and deductions by change order, the contract sum is the bid amount of \$20,052.99 including sales tax. The contract sum shall include all items and services necessary for the proper execution and completion of the Project.

4. Liquidated Damages. Timely performance and completion of the Project is essential to the City and time limits are of the essence. In the event Contractor fails to complete the work by September 30th, plus any authorized extensions thereof, the Contractor shall pay the City liquidated damages in the amount of \$500.00 for each calendar day of delay in completion of the Project.. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

5. Changes. After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the parties.

6. Payment. Each month after commencement of the Project, Contractor shall make a request for payment for work done during the preceding month. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

7. Bond and Retainage. Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. Prior to commencing work, Contractor shall provide a performance and maintenance bond pursuant to RCW 39.08, on forms provided by the City, in the amount of 20% of the Contract Sum. At Contractor's option, the City may retain 20% of the Contract Sum, in lieu of the bond.

8. Termination of Contract. This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all

increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

9. Warranty. Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract.

10. Correction of Work. Contractor shall promptly correct Work rejected by the City as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after substantial completion, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.

11. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Insurance. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit The City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85.

There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for The City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect The City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools,

machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the Work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

13. Prevailing Wage Requirements. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in King County. No payment will be made on this contract until the contractor and each and every subcontractor has submitted a "Statement of Intent to Pay Prevailing Wages" (LI 700-29) that has been approved by the industrial statistician of the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7) that has been certified by the industrial statistician of the Department of Labor and Industries.

The contractor shall post the prevailing rate of wage statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The "Statement of Intent to Pay Prevailing Wages" shall include:

1. The contractor's registration certificate number; and
2. The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Statements of intent to pay prevailing wages and affidavits of wages paid shall be on forms approved by the Department of Labor and Industries.

14. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City.

15. **Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.

16. **Notice.** Any notices required to be given by the City to Contractor or by Contractor to the City shall be in writing and delivered to the parties at the following addresses:

The City:

Kevin Esping
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010

Phone: 360-886-2560
Fax: 360-886-2592

Contractor:

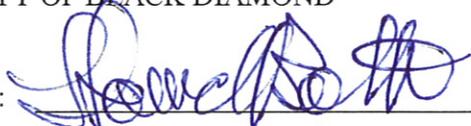
Troy Hansen
All Purpose Structures Inc.
P.O. Box 367
1408 Hubbard
Sumner, WA 98390

Phone: 253-862-1255
Fax: 253-862-1443

17. **Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

18. **Attorneys Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

19. **Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF BLACK DIAMOND
By: 
Name: HOWARD BOFFTS
Title: MAYOR
Date: 8-6-09

CONTRACTOR
ALL-PURPOSE STRUCTURES INC.
By: 
Name: TROY HANSON
Title: GENERAL MANAGER
Date: 8-25-09

CERTIFICATE AS TO CORPORATE PRINCIPAL

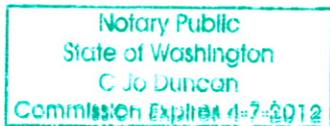
I, Jean V Burnett (Corporate Officer (Not Contract Signer)) certify that I am the Vice-President (Corporate Title) of the corporation named as Contractor in the Agreement attached hereto; that Troy Hanson, (Contract Signer) who signed said Agreement on behalf of the Contractor, was then General Manager (Corporate Title) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Jean V Burnett
Corp. officer signature (not contract signer)
Printed Jean V. Burnett
Title Vice-President

State of Washington
County of Pierce

Jean V. Burnett, (corporate officer (not contract signer)) being duly sworn, deposes and says that he/she is Vice President (Corporate Title) of All Purpose Structures (Name of Corporation)

Subscribed and sworn to before me this 25 day of August, 2009



C Jo Duncan
Notary Public (Signature)

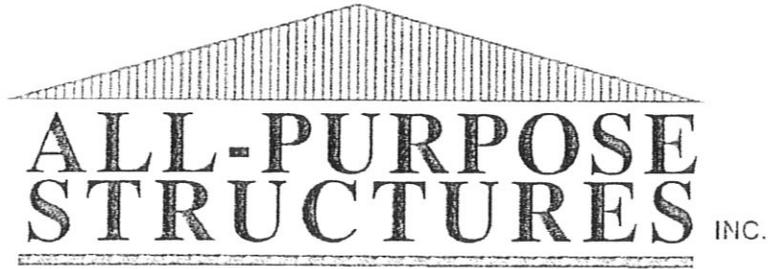
C Jo Duncan
Notary Public (Print)
My commission expires 4-7-2012

Exhibit “A”

SCOPE OF WORK

Replace the metal roof, trim, gutters and downspouts on a 40x80 metal building and 40 x 20 shed located at 32820 3rd AVE, Black Diamond, WA 98010. This is a prevailing wage job. More specifically as follows:

1. Remove and replace roofing with minimum of 24 gauge multi rib metal screw down panels as per manufacturer’s recommendations.
2. Remove and replace insulation blanket with minimum of two inch thick insulation with double back seal tape.
3. Remove and replace gutters, downspouts and trim.
4. Remove and properly dispose all old material and debris from job site. Clean the site of all dropped metal screws.
5. Contractor who is awarded bid must provide the city with a performance bond, or assignment of funds for twenty percent of the total project cost guaranteeing completion of the work.
6. Provide the City with a written 5 year guarantee that the roof will not leak.



ALL-PURPOSE STRUCTURES INC.

July 23, 2009

Kevin Esping
City of Black Diamond
253 261-0594

Re: Proposal for repairs to steel building:

Specifications:

- Prevailing wage labor
- Remove and replace all roof screws with #14 tek's
- Remove and replace all gable trim with new 26 gauge gable trim
- Remove and replace all gutter with new gutter
- Remove and replace all downspouts
- Remove and replace all ridge cap with preformed ridge cap
- Remove and replace roof insulation between purlins at damaged areas
- Haul off debris

WE PROPOSE TO FURNISH MATERIAL, LABOR AND EQUIPMENT FOR THE ABOVE
SCOPE OF WORK FOR THE SUM OF **\$10,717.00 plus tax**

Option:

- Remove and replace roofing with 24 gauge Coco Brown Kynar screw down roof panels
- Remove and replace roof insulation with 3" WMP VR metal building insulation with double seal tites
- Remove and replace all roof trim, gutter and downspouts
- Prevailing wage labor
- Remove debris
- Five year weather tightness warranty (labor and materials)
- 35 year film, chalk and fade warranty on panels
- Performance and payment bond
- Builders risk insurance
- Liability insurance four million aggregate

WE PROPOSE TO FURNISH MATERIAL, LABOR AND EQUIPMENT FOR THE ABOVE
SCOPE OF WORK FOR THE SUM OF **\$18,465.00 plus tax**

Exclusions:

- Sales Tax
- Any other items not expressly covered in the above project description

Sincerely,



Troy Hanson
General Manager

P.O. Box 367 • 1408 Hubbard • Sumner, WA 98390
(253) 862-1255 • 1-800-678-7761 • FAX (253) 862-1443
Contractors License #ALLPUS110NH • Website: www.allpurposestructures.com

CITY STORAGE BUILDING

History:

The warehouse was originally built in 1993 with drug seizure funds and used specifically for that purpose for many years. We stored seized vehicles, evidence and other property until it was forfeited to the city. The building was then used to hold public auctions to sell the forfeited property. The building was later converted to general city use.

The warehouse is in dire need of repair. The roof being the most urgent. There are several spots in the roof where water has been leaking in. It creates pockets in the insulation which eventually drip or burst landing on whatever is below. I have been able at this point to strategically keep most storage items in a fairly dry location. This limits significantly the space and use of the building.

The large bay which is needed for storing the police boat has a leak just behind the boat and also one above the bow. Water gets stagnant and leaks in a green algae type substance. I have to constantly clean that up after a rain.

The leaks are not totally predicable either. The police department had all the back seats to the new Dodge Chargers stacked in what we thought was a good location however, water dried insulation started falling on them creating a crusty white residue all over them.

The building is not sealed properly as well. On several occasions I have found birds nesting and flying around inside. The only way to get them out is to open the big door, leave the lights out so they fly to the light of the outside. They make a real mess and the smell is unbearable.

The lighting is poor and inadequate. There are no lights at all above the south end of the building because the original plan was to build an exercise facility for the police department there with hard walls.

The building is plumbed with floor drains with the idea of being able to wash a car inside if necessary and power wash the floors when needed. The drains are tied in to the sewer. There is also a stub out for a toilet & shower.

The electrical is minimal as well just enough to handle lighting and outlets. It is not wired with 220 amp circuits.

The building is plumbed with copper pipe with the intension of adding a ceiling mounted heater.

There is a phone line coming to the building which was used for the alarm system to protect at the time sometimes over \$100,000.00 in property.

In conclusion:

We are currently storing hundreds of boxes of city records as well as police equipment, police radios, some of which includes a \$60,000.00 set of scales purchased to weigh trucks. With a new roof, heat, minor repairs and an alarm system, the building could have potentially some good long term use. However, in it's current condition we have some serious potential of losing city records and damaging other city property. We also do not have an alarm so we are vulnerable to theft.

Here are some questions that need to be considered:

- 1) What is the long term projected use of the building?
- 2) Would the property space be better utilized for other city use?
- 3) Is the repair cost worth the investment for planned future use?
- 4) Could the building be moved and re-erected at another location?
- 5) Will seal coating the roof be sufficient or does it need to be replaced?
- 6) Can the insulation be removed and replaced with another product?
(Current insulation is sandwiched between the roof and the steel beams)
- 7) Should we alarm the building now to reduce the risk?

5.0 PAYMENT, PERFORMANCE AND MAINTENANCE BOND

Bond to City of Black Diamond, Washington
Bond No. 70779771

We, All-Purpose Structures Inc
(Principal), and Western Surety Company
(Surety), a South Dakota corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Black Diamond, Washington ("Owner"), in the penal sum of Twenty Thousand Fifty Three and No/100ths Dollars (\$ 20,053.00), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Payment, Performance and Maintenance Bond is provided to secure the performance of Principal in connection with a contract dated August 6 2009, between Principal and Owner for a project **entitled New Warehouse Roof at 32820 3rd Ave, Black Diamond, WA, Contract by Resolution 09-623 ("Contract")**. The initial penal sum shall equal 20% of the Total Bid Price of \$20,052.99 including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Payment and Performance Bond shall be satisfied and released only upon the condition that Principal:

- 1) Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- 2) Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material men, and all other persons or agents who supply labor, equipment, or materials to the Project;
- 3) Indemnifies and holds Owner, its officers, and agents harmless from and against all claims, liabilities, causes of action, damages, and costs for such payments for labor, equipment, and materials by satisfying all claims and demands incurred under the Contract, and reimbursing and paying Owner all expense that Owner may incur in making good any default by Principal; and
- 4) Indemnifies and holds Owner harmless from all claims, liabilities, causes of action, damages and costs, including property damages and personal injuries, resulting from any defect appearing or developing in the material provided or workmanship performed under the Contract.

The indemnities to Owner shall also inure to the benefit of the Consulting Engineering and other design professionals retained by Owner in connection with the Project.

This bond shall remain in full force and effect for one (1) year after Final Completion of the Contract, to insure against all defects and corrections needed in the material provided or workmanship performed.

The liability of Surety shall be limited to the penal sum of this Payment and Performance Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Payment, Performance and Maintenance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Payment and Performance Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five (25%) of the original amount of the Payment and Performance Bond without the prior written consent of Surety.

This Payment, Performance and Maintenance Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in King County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this 21st day of August, 2009.

All-Purpose Structures, Inc

Jean O. Burns
Principal Surety

Signature of Authorized Official
Western Surety Company

Jennifer L. Snyder By
Jennifer L. Snyder, Attorney-in-Fact
Title
Attorney)

Signature of Authorized Official

Attorney in Fact (Attach Power of

Name & Address of local office of agent and/or Surety Company:

Propel Insurance

PO Box 2940

Tacoma, WA 98401

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kellie Hogan, Peter J Comfort, Karen Swanson, Barbara A Johnson, Peggy A Firth, Brent E Heilesen, Anne E Strieby, Eric A Zimmerman, Kristine Lawrence, James B Binder, Jennifer L Snyder, A Noreen Jacobsen, Julie Mc Gee, Phylis C Robison, Angela M Singleton, Sandra Kulseth, Individually

of Tacoma, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 18th day of June, 2009.



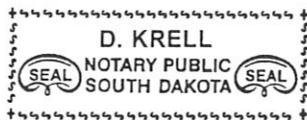
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of June, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21 day of August, 2009.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.