AIA Document A133 - 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated as of the date of last signature below, is incorporated into the accompanying AIA Document A133TM–2019r1, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of June in the year 2023 (the "Agreement"). (In words, indicate day, month, and year.)

for the following **PROJECT**: (Name and address or location)

Everett Municipal Building - Public Works Tenant Improvements

THE OWNER:

(Name, legal status, and address)

The City of Everett Parks & Facilities Dept. 802 E. Mukilteo Blvd., Suite 100 Everett, WA 98203

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

BN Builders, Inc. 2601 4th Ave. #350 Seattle, WA 98121

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ARTICLE A.1 GUARANTEED MAXIMUM PRICE § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «Twenty Four Million Seven Hundred Fifty Three Thousand Two Hundred Fifty Eight Dollars » (\$24,753,258«), subject to additions and deductions by Change Order as provided in the Contract Documents.

For purposes of clarity, this brings the total to the following:

Preconstruction Services	\$ 216,545
Preconstruction Svcs Amendment	\$ 30,000
Contract Sum (A.1.1.1)	\$24,753,258
Sales Tax	\$ 2,474,980
Total	\$27,474,783

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Attachment No. 1. On page 1 of Attachment No. 1, the column entitled "As-Bid Package Amounts (Permit Set)" is the itemized statement of the GMP.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate 1 – Exterior Hoist	(\$20,566)
Alternate 2 – 4-10's ILO 5-8's	(\$14,880)
Alternate 3C-Window Removal-Level 1,3,4,7	\$42,342
Alternate 03-HVAC Alt 01	\$303,410
Alternate 03-Plumbing Alt 01	\$333,591
Alternate 03-Elec:Gear Swap Sequencing	(\$12,703)
Page 2 of Attachment No. 1 contains additional	
information on Alternates.	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be: *(Check one of the following boxes.)*

- [X] The date of execution of this Amendment.
- [« »] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work: *(Check one of the following boxes and complete the necessary information.)*

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[X] By the following date: September 10, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Level 9 - Restroom Construction	July 19, 2024
Level 6 - Restroom Construction	July 19, 2024
Level 10 - Restroom Construction	October 18, 2024
Level 5 - Restroom Construction	October 22, 2024
Level 8 – Construction	November 19, 2024
Level 1 – Construction	November 22, 2024
Level 7 – Construction	December 2, 2024
Level 2 – Construction	January 16, 2025
Level 3 – Construction	January 21, 2025
Level 4 – Construction	May 21, 2025

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages shall be assessed as follows:

Construction Manager understands that if it fails to achieve Substantial Completion by the Substantial Completion Date (as specified in the GMP Amendment), Owner will suffer damages that are difficult to determine and accurately specify. Construction Manager agrees that if it fails to achieve Substantial Completion by the Substantial Completion Date, Construction Manager shall pay Owner \$1,000 as liquidated damages for each calendar day that Substantial Completion extends beyond the relevant Substantial Completion Date. The Substantial Completion Dates listed above will each separately accumulate at \$1000 per calendar day; however, in no case will the cumulative daily total of liquidated damages under this Section A.2.3 exceed \$3000 per calendar day.

Any liquidated damages assessed pursuant to this Contract shall be in lieu of all monetary liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever

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nature incurred by Owner which are caused by any delay in achieving Substantial Completion or Final Completion, provided this limitation shall not apply to Construction Manager's duty to indemnify the Owner or to warrant Construction Manager's Work as provided in this Contract and shall not apply to any loss, damage, cost or liability incurred by Owner due to factors unrelated to Construction Manager's delay.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Attachment No. 2. The Specifications are as stated in Attachment No. 2 as issued by the Architect on the dates indicated in Attachment No. 2. For each Specification, the Specification includes the changes to that Specification listed in Attachment No. 2. Division 00 and 01 are as in the Request for Final Proposals, which is attached as Exhibit 1 to the Agreement.

Section	Title	Date	Pages
N/A			

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Attachment No. 2. The Drawings are as stated in Attachment No. 2 as issued by the Architect on the dates indicated in Attachment No. 2. For each Drawing, the Drawing includes the changes to that Drawing listed in Attachment No. 2.

Number	Title	Date
N/A		

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: *(Identify each allowance.)*

Item	Price
Attachment No. 3	\$1,000,000

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: *(Identify each assumption and clarification.)*

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§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND **ARTICLE A.4 SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the date of last signature below. This Amendment is signed with AdobeSign, which is fully binding.

OWNER (Signature)

J)al Dh

CONSTRUCTION MANAGER (Signature)

Cassie Franklin, Mayor, City of Everett (Printed name and title)

Dan Huber, Senior Project Executive (Printed name and title)

Attest:

Mainm

Office of the City Clerk

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\$ 27,787,266 \$ 27,474,783 \$								
\$ 280.92	Total Project Cost \$ per GSF / Component GSF \$				27,474,783			

BNB

PROJECT: Everett Municipal Building - TI OWNER: City of Everett ARCHITECT: Mackenzie

ALTERNATE ANALYSIS

ESTIMATE TYPE: GMP ISSUE DATE: 1/11/2024

						ALTERNATES	IATES				
		Alternate #1	Alternate #1	Alternate #2	Alternate #3	Alternate #3A	Alternate #3B	Alternate #3C	Alternate 03	Alternate 03	Alternate 03
BID PACKAGE NUMBER	BID PACKAGE TITLE	Exterior Hoist	Exterior Hoist	4-10's ILO 5-8's	Ŧ	BP08.10 Window Removal LVS 1-7	BP08.10 Window Removal add 1 level/ea	BP08.10 Window Removal LVL 1, 3, 4, 7	BP23.00 HVAC ALT 01	BP 23.00 PLUMBING ALT 01	BP 26.00 Gear Swap Sequencing
Everett M	Everett Municipal Building - Tl	ACCEPTED	REJECTED	ACCEPTED	REJECTED	REJECTED	REJECTED	ACCEPTED	ACCEPTED	ACCEPTED	ACCEPTED
BP 02.41			\$ 10,890	\$ (9,800)	\$ (3,755)						
BP 03.00											
BP 07.50	doofing		\$ 45,000								
BP 08.10	Doors, Frames & Hardware				07	\$ 42,000	\$ 5,000	\$ 35,000			
BP 09.29	3WB, Framing & Insulation	\$ (12,000)									
BP 09.60	looring		\$ 3,800								
BP 09.90											
BP 10.00	Interior Specialties										
BP 14.20	BP 14.20 [Elevators										
00 TZ 19											
BP 23.00		\$ (5,000)		\$ (2,500)					\$ 197,923	\$ 200,011	•
BP 26.00											\$ (10,500)
ALLW /	Allowances								\$ 30,000	\$ 50,000	
	MACC	\$ (17,000) \$	\$ 59,690	\$ (12,300)	\$ (3,755) \$	42,000	\$ 5,000	\$ 35,000	\$ 227,923	\$ 250,011	\$ (10,500)
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	Contractor's Fee (% of MACC - Bid %) 5.58%		\$ 3,331	\$ (686)	\$ (210) \$	2,344	\$ 279	\$ 1,953	\$ 12,718	\$ 13,951	\$ (586)
	Negotiated Support Services	¢	•	•	\$	•	•	•	•	•	•
	ecified General Conditio	ч <del>у</del>		<del>،</del>	<del>•</del>	1	-	۰ ۴	\$ 25,181	\$ 28,328	۰ ج
	Specified General Conditions - General Liability Insurance 1.20%			\$ (148)	\$ (45) \$	504	\$ 60	\$ 420	\$ 2,735	\$ 3,000	\$ (126)
	Specified General Conditions - GC P&P Bond 0.80%			\$ (98)	\$ (30) \$	336	\$ 40	\$ 280	\$ 1,823	\$ 2,000	\$ (84)
	MACC Contingency (% of DCC) 2.50%			\$ (308)	\$ (94) \$	1,050	\$ 125	\$ 875	\$ 5,698	\$ 6,250	\$ (263)
		\$ (18,714)	\$ 65,707	\$ (13,540)	\$ (4,134)	46,234	\$ 5,504	\$ 38,528	\$ 276,078	\$ 303,541	\$ (11,558)
	Preconstruction Services	\$		•	\$ -	-	-	•	•	•	-
	Builder's Risk Insurance BY OWNER	÷	2.00	•	÷	•	-	÷	•	•	•
	GC/CM Performance & Payment Bond Included w/ SGC's		•	•	÷ •	•	•	•	•	•	•
	BNB Insurances Included w/ SGCs			-		-	-	-	-		\$
	B&O Taxes Included w/ Fee	6 <b>7</b> 1	•	49	4 4	-	69	4	ч Ф	۰ ۳	•
	The second s			140 E 401	+ (* (* * *	40.004	- U U U U U U U U U U U U U U U U U U U		÷ 010.010	÷	÷
	I otal Contract Cost			\$ (13,540)	\$ (4,134) \$	46,234 \$	\$ 9,504 \$	\$5,028	\$ 2/6,0/8	\$ 303,541	\$ (11,558)
	WA STATE SALES TAX 9.90%	\$ (1,853) \$	\$ 6,505 \$	\$ (1,340)	\$			\$ 3,814	\$ 27,332	6	\$ (1.144)
	Total Project Cost	\$ (20.566) \$	\$ 72.212	\$ (14.880)	\$ (4.543)	50.811	\$ 6.049	\$ 42.342	\$ 303.410	\$ 333,591	\$ (12.703)
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**Collaborative People, Progressive Builders** 

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ATTACHMENT D - DOCUMENT LIST

	ATTACHMENT D - DOCUN ATTACHMENT			FORM OF CONTF 00 5:
DRAWINGS SHEET NUMBER	SHEET NAME	DATE	CHANGE #1 CHANGI DATE DAT	E #2 CHANGE #3 CHANGE #4 E DATE DATE
VOLUME 1				
GENERAL				
G0.01	TITLE SHEET	11/6/2023		
30.02 30.03	DRAWING INDEX PROJECT GENERAL NOTES, SYMBOLS, & ABBREVIATIONS	11/6/2023 11/6/2023		
G1.10	CODE ANALYSIS	11/6/2023		
G1.11 G1.12	CODE ANALYSIS - FIRST FLOOR CODE ANALYSIS - SECOND FLOOR	11/6/2023 11/6/2023		
G1.13 G1.14	CODE ANALYSIS - THIRD FLOOR	11/6/2023		
G1.14 G1.15	CODE ANALYSIS - FOURTH FLOOR CODE ANALYSIS - FIFTH FLOOR	11/6/2023 11/6/2023		
G1.16 G1.17	CODE ANALYSIS - SIXTH FLOOR CODE ANALYSIS - SEVENTH FLOOR	11/6/2023 11/6/2023		
G1.18	CODE ANALYSIS - EIGHTH FLOOR	11/6/2023		
G1.19 G1.20	CODE ANALYSIS - NINTH FLOOR CODE ANALYSIS - TENTH FLOOR	11/6/2023 11/6/2023		
ARCHITECTURAL				
A0.01 A0.02	TYPICAL ADA ACCESSIBILITY TYPICAL ASSEMBLY DETAILS	11/6/2023 11/6/2023	12/6/	2023
AD1.10	PARKING LEVEL DEMOLITION FLOOR PLAN	11/6/2023	12/6/	2023
AD1.11 AD1.12	FIRST FLOOR DEMOLITION FLOOR PLAN SECOND FLOOR DEMOLITION FLOOR PLAN	11/6/2023 11/6/2023		12/8/2023
AD1.13	THIRD FLOOR DEMOLITION FLOOR PLAN	11/6/2023		12/8/2023
AD1.14 AD1.15	FOURTH FLOOR DEMOLITION FLOOR PLAN FIFTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023 11/6/2023		12/8/2023
AD1.16	SIXTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023		
AD1.17 AD1.18	SEVENTH FLOOR DEMOLITION FLOOR PLAN EIGHTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023 11/6/2023		12/8/2023
AD1.19	NINTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023		
AD1.20 AD1.81	TENTH FLOOR DEMOLITION FLOOR PLAN FIRST FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023 11/6/2023		
AD1.82 AD1.83	SECOND FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023		
AD1.83 AD1.84	THIRD FLOOR DEMOLITION REFLECTED CEILING PLAN FOURTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023 11/6/2023		
AD1.85 AD1.86	FIFTH FLOOR DEMOLITION REFLECTED CEILING PLAN SIXTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023 11/6/2023		
AD1.87	SEVENTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023		
AD1.88 AD1.89	EIGHTH FLOOR DEMOLITION REFLECTED CEILING PLAN NINTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023 11/6/2023		
AD1.90	TENTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023		
AD2.01 A1.01	DEMOLITION ROOF PLAN SITE PLAN	11/6/2023 11/6/2023		
A1.10	PARKING LEVEL FLOOR PLAN FIRST FLOOR PLAN	11/6/2023	44/00/0000	
A1.11 A1.12	SECOND FLOOR PLAN	11/6/2023 11/6/2023	11/30/2023 11/30/2023	12/8/2023
A1.13 A1.14	THIRD FLOOR PLAN FOURTH FLOOR PLAN	11/6/2023 11/6/2023		12/8/2023 12/8/2023
A1.14 A1.15	FIFTH FLOOR PLAN	11/6/2023		12/0/2023
A1.16 A1.17	SIXTH FLOOR PLAN SEVENTH FLOOR PLAN	11/6/2023 11/6/2023		12/8/2023
A1.18	EIGHTH FLOOR PLAN	11/6/2023		12/0/2023
A1.19 A1.20	NINTH FLOOR PLAN TENTH FLOOR PLAN	11/6/2023 11/6/2023	11/30/2023	
A1.40	SCHEDULE OF INTERIOR FINISHES	11/6/2023	11/00/2020	
A1.41 A1.42	FIRST FLOOR FINISH PLAN SECOND FLOOR FINISH PLAN	11/6/2023 11/6/2023	11/30/2023	
A1.43	THIRD FLOOR FINISH PLAN	11/6/2023		
A1.44 A1.45	FOURTH FLOOR FINISH PLAN FIFTH FLOOR FINISH PLAN	11/6/2023 11/6/2023		
A1.46	SIXTH FLOOR FINISH PLAN	11/6/2023		
A1.47 A1.48	SEVENTH FLOOR FINISH PLAN EIGHTH FLOOR FINISH PLAN	11/6/2023 11/6/2023		
A1.49 A1.50	NINTH FLOOR FINISH PLAN TENTH FLOOR FINISH PLAN	11/6/2023 11/6/2023		
A1.80	PARKING LEVEL REFLECTED CEILING PLAN	11/6/2023		
A1.81 A1.82	FIRST FLOOR REFLECTED CEILING PLAN SECOND FLOOR REFLECTED CEILING PLAN	11/6/2023 11/6/2023		
A1.83	THIRD FLOOR REFLECTED CEILING PLAN	11/6/2023		
A1.84 A1.85	FOURTH FLOOR REFLECTED CEILING PLAN FIFTH FLOOR REFLECTED CEILING PLAN	11/6/2023 11/6/2023		
A1.86	SIXTH FLOOR REFLECTED CEILING PLAN	11/6/2023		
A1.87 A1.88	SEVENTH FLOOR REFLECTED CEILING PLAN EIGHTH FLOOR REFLECTED CEILING PLAN	11/6/2023 11/6/2023		
A1.89	NINTH FLOOR REFLECTED CEILING PLAN	11/6/2023		
A1.90 A2.01	TENTH FLOOR REFLECTED CEILING PLAN ROOF PLAN	11/6/2023 11/6/2023		
42.10 42.11	BUILDING ELEVATIONS BUILDING ELEVATIONS	11/6/2023 11/6/2023		
A3.01	ELEVATOR CORE ENLARGED PLANS & SECTIONS	11/6/2023		
A3.02 A4.10	ELEVATOR CORE SECTIONS ENLARGED PLANS	11/6/2023 11/6/2023	11/30/2023	
A4.11	ENLARGED PLANS	11/6/2023		
A4.12 A4.20	ENLARGED PLANS INTERIOR ELEVATIONS	11/6/2023 11/6/2023	11/30/2023	12/8/2023
A4.21	INTERIOR ELEVATIONS	11/6/2023		
A4.22 A4.23	INTERIOR ELEVATIONS INTERIOR ELEVATIONS	11/6/2023 11/6/2023	11/30/2023 11/30/2023	
A4.24	INTERIOR ELEVATIONS	11/6/2023		
\4.25 \4.26	INTERIOR ELEVATIONS INTERIOR ELEVATIONS	11/6/2023 11/6/2023		
45.10 45.12	EXTERIOR DETAILS ROOF DETAILS	11/6/2023 11/6/2023	12/6/	2023
45.20	INTERIOR DETAILS - CEILINGS	11/6/2023		
A5.21 A5.22	INTERIOR DETAILS - WALLS INTERIOR DETAILS - WALLS	11/6/2023 11/6/2023		

INTERIOR ELEVATIONS INTERIOR ELEVATIONS INTERIOR ELEVATIONS INTERIOR ELEVATIONS INTERIOR ELEVATIONS INTERIOR ELEVATIONS INTERIOR DETAILS ROOF DETAILS INTERIOR DETAILS - CEILINGS INTERIOR DETAILS - CEILINGS INTERIOR DETAILS - WALLS INTERIOR DETAILS - LOBBY INTERIOR DETAILS - PERMIT CENTER CASEWORK DETAILS

A5.22 A5.23 A5.24 A5.25

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A5.26	CASEWORK DETAILS	11/6/2023			
A5.27	CASEWORK DETAILS	11/6/2023			
A5.28	INTERIOR DETAILS - FLOORING	11/6/2023			
A5.30 A6.10	ELEVATOR DETAILS DOOR SCHEDULE AND TYPES	11/6/2023 11/6/2023			
A6.11	WINDOW SCHEDULE	11/6/2023			
A6.12	DOOR AND RELITE DETAILS	11/6/2023			
A7.10	PARKING LEVEL SIGNAGE PLAN	11/6/2023			
A7.11	FIRST FLOOR SIGNAGE PLAN	11/6/2023			
A7.12 A7.13	SECOND FLOOR SIGNAGE PLAN THIRD FLOOR SIGNAGE PLAN	11/6/2023 11/6/2023			
A7.14	FOURTH FLOOR SIGNAGE PLAN	11/6/2023			
A7.15	FIFTH FLOOR SIGNAGE PLAN	11/6/2023			
A7.16	SIXTH FLOOR SIGNAGE PLAN	11/6/2023			
A7.17	SEVENTH FLOOR SIGNAGE PLAN	11/6/2023			
A7.18 A7.19	EIGHTH FLOOR SIGNAGE PLAN NINTH FLOOR SIGNAGE PLAN	11/6/2023 11/6/2023			
A7.20	TENTH FLOOR SIGNAGE PLAN	11/6/2023			
A7.21	SIGNAGE TYPES	11/6/2023			
A8.11	FIRST FLOOR FURNITURE PLAN	11/6/2023			
A8.12	SECOND FLOOR FURNITURE PLAN	11/6/2023	11/30/2023		
A8.13 A8.14	THIRD FLOOR FURNITURE PLAN FOURTH FLOOR FURNITURE PLAN	11/6/2023 11/6/2023			
A8.17	SEVENTH FLOOR FURNITURE PLAN	11/6/2023			
A8.18	EIGHTH FLOOR FURNITURE PLAN	11/6/2023			
STRUCTURAL					
S0.00	STRUCTURAL GENERAL NOTES	11/6/2023	11/30/2023	10/0/0000	
S0.20 S0.21	TYPICAL INTERIOR LIGHT GAGE STEEL DETAILS TYPICAL INTERIOR LIGHT GAGE STEEL DETAILS	11/6/2023 11/6/2023		12/6/2023	
S5.51	DETAILS	11/6/2023	11/30/2023		
MECHANICAL					
MECHANICAL					
M0.01		11/6/2023			12/8/2023
MD1.10 MD1.11	GARAGE MECHANICAL DEMOLITION PLAN FIRST FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023			
MD1.12	SECOND FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023 11/6/2023			
MD1.13	THIRD FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023			
MD1.14	FOURTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023			
MD1.15	FIFTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023			
MD1.16	SIXTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023			
MD1.17 MD1.18	SEVENTH FLOOR MECHANICAL DEMOLITION PLAN EIGHTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023 11/6/2023			
MD1.19	NINTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023			
MD1.20	TENTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023			
MD2.01	OVERALL ROOF & PENTHOUSE MECHANCIAL DEMOLITION PLAN	11/6/2023			
M1.01	GARAGE MECHANICAL PLAN	11/6/2023			
M1.02	FIRST FLOOR MECHANICAL PLAN SECOND FLOOR MECHANICAL PLAN	11/6/2023		12/6/2023 12/6/2023	
M1.03 M1.04	THIRD FLOOR MECHANICAL PLAN	11/6/2023 11/6/2023		12/6/2023	
M1.05	FOURTH FLOOR MECHANICAL PLAN	11/6/2023		12/6/2023	
M1.06	FIFTH FLOOR MECHANICAL PLAN	11/6/2023			
M1.07	SIXTH FLOOR MECHANICAL PLAN	11/6/2023			
M1.08	SEVENTH FLOOR MECHANICAL PLAN EIGHTH FLOOR MECHANICAL PLAN	11/6/2023		12/6/2023	
M1.09 M1.10	NINTH FLOOR MECHANICAL PLAN	11/6/2023 11/6/2023			
M1.11	TENTH FLOOR MECHANICAL PLAN	11/6/2023			
M1.21	OVERALL ROOF & PENTHOUSE MECHANICAL PLAN	11/6/2023	11/30/2023		
M1.22	OVERALL ROOF & PENTHOUSE MECHANICAL PIPING PLAN	11/6/2023	11/30/2023	12/6/2023	
M1.31	ROOF & PENTHOUSE MECHANICAL PHASING PLANS I	11/6/2023		12/6/2023	
M1.32 M2.01	ROOF & PENTHOUSE MECHANICAL PHASING PLANS II FIRST FLOOR MECHANICAL PIPING PLAN	11/6/2023 11/6/2023	11/30/2023	12/6/2023 12/6/2023	
M2.02	SECOND FLOOR MECHANICAL PIPING PLAN	11/6/2023	11/30/2023	12/0/2025	
M2.03	THIRD FLOOR MECHANICAL PIPING PLAN	11/6/2023	11/30/2023		
M2.04	FOURTH FLOOR MECHANICAL PIPING PLAN	11/6/2023	11/30/2023		
M2.05	FIFTH FLOOR MECHANICAL PIPING PLAN	11/6/2023 11/6/2023	11/30/2023		
M2.06 M2.07	SIXTH FLOOR MECHANICAL PIPING PLAN SEVENTH FLOOR MECHANICAL PIPING PLAN	11/6/2023	11/30/2023 11/30/2023		
M2.08	EIGHTH FLOOR MECHANICAL PIPING PLAN	11/6/2023	11/30/2023		
M2.09	NINTH FLOOR MECHANICAL PIPING PLAN	11/6/2023	11/30/2023		
M2.10	TENTH FLOOR MECHANICAL PIPING PLAN	11/6/2023	11/30/2023		
M3.01 M3.02	FIRST FLOOR MECHANICAL REFLECTED CEILING PLAN SECOND FLOOR MECHANICAL REFLECTED CEILING PLAN	11/6/2023 11/6/2023		12/6/2023 12/6/2023	
M3.02 M3.03	THIRD FLOOR MECHANICAL REFLECTED CEILING PLAN	11/6/2023		12/6/2023	
M3.04	FOURTH FLOOR MECHANICAL REFLECTED CEILING PLAN	11/6/2023		12/6/2023	
M3.05	FIFTH FLOOR MECHANICAL REFLECTED CEILING PLAN	11/6/2023			
M3.06	SIXTH FLOOR MECHANICAL REFLECTED CEILING PLAN	11/6/2023			
M3.07 M3.08	SEVENTH FLOOR MECHANICAL REFLECTED CEILING PLAN EIGHTH FLOOR MECHANICAL REFLECTED CEILING PLAN	11/6/2023		12/6/2023	
M3.09	NINTH FLOOR MECHANICAL REFLECTED CEILING PLAN	11/6/2023 11/6/2023			
M3.10	TENTH FLOOR MECHANICAL REFLECTED CEILING PLAN	11/6/2023			
M4.01	ENLARGED MECHANICAL PLANS I	11/6/2023		12/6/2023	
M4.11	EXISTING MECHANICAL SECTIONS I	11/6/2023			
M5.01		11/6/2023			
M5.02 M5.03	MECHANICAL DETAILS II MECHANICAL DETAILS III	11/6/2023 11/6/2023	11/30/2023		
M6.01	MECHANICAL DETAILS II MECHANICAL SCHEDULES I	11/6/2023		12/6/2023	
M6.02	MECHANICAL SCHEDULES II	11/6/2023	11/30/2023		
M6.03	MECHANICAL SCHEDULES III	11/6/2023		12/6/2023	12/8/2023
M6.04	MECHANICAL SCHEDULES IV	11/6/2023	11/30/2023		
M6.05 M6.06	MECHANICAL SCHEDULES V MECHANICAL SCHEDULES VI	11/6/2023 11/6/2023	11/30/2023 11/30/2023		
M6.07	MECHANICAL SCHEDULES VI MECHANICAL SCHEDULES VII	11/6/2023	11/30/2023	12/6/2023	
M6.08	MECHANICAL SCHEDULES VII	11/6/2023		0, _020	
M6.09	MECHANICAL SCHEDULES VIII	11/6/2023	11/30/2023		
M7.01	MECHANICAL CONTROLS I	11/6/2023			
		11/6/2023		12/6/2023	
M7.02	MECHANICAL CONTROLS II			10/6/0000	
M7.03	MECHANICAL CONTROLS III	11/6/2023		12/6/2023 12/6/2023	
				12/6/2023 12/6/2023	
M7.03 M7.04	MECHANICAL CONTROLS III MECHANICAL CONTROLS IV	11/6/2023 11/6/2023			

PD1.11	FIRST FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD1.12	SECOND FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD1.13	THIRD FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD1.14	FOURTH FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD1.15	FIFTH FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD1.16	SIXTH FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD1.17	SEVENTH FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD1.18	EIGHTH FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD1.19	NINTH FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD1.20	TENTH FLOOR PLUMBING DEMOLITION PLAN	11/6/2023
PD2.01	ROOF AND PENTHOUSE PLUMBING DEMOLITION PLAN	11/6/2023
PD4.01	ENLARGED PLUMBING DEMOLITION PLANS I	11/6/2023
P1.00	PLUMBING FOUNDATION PLAN	11/6/2023
P1.10	GARAGE PLUMBING PLAN	11/6/2023
P1.11	FIRST FLOOR PLUMBING PLAN	11/6/2023
P1.12	SECOND FLOOR PLUMBING PLAN	11/6/2023
P1.13	THIRD FLOOR PLUMBING PLAN	11/6/2023
P1.14	FOURTH FLOOR PLUMBING PLAN	11/6/2023
P1.15	FIFTH FLOOR PLUMBING PLAN	11/6/2023
P1.16	SIXTH FLOOR PLUMBING PLAN	11/6/2023
P1.17	SEVENTH FLOOR PLUMBING PLAN	11/6/2023
P1.18	EIGHTH FLOOR PLUMBING PLAN	11/6/2023
P1.19	NINTH FLOOR PLUMBING PLAN	11/6/2023
P1.20	TENTH FLOOR PLUMBING PLAN	11/6/2023
P2.01	ROOF AND PENTHOUSE PLUMBING PLAN	11/6/2023
P4.01	ENLARGED PLUMBING PLANS I	11/6/2023
P4.02	ENLARGED PLUMBING PLANS II	11/6/2023
P5.01	PLUMBING DETAILS I	11/6/2023
P5.02	PLUMBING DETAILS II	11/6/2023
P5.03	PLUMBING DETAILS III	11/6/2023
P6.01	PLUMBING SCHEDULES I	11/6/2023
P6.02	PLUMBING SCHEDULES II	11/6/2023

ELECTRICAL

E0.01	ELECTRICAL LEGEND	11/6/2023	11/30/2023		
E0.02	SYSTEMS LEGEND	11/6/2023			
E0.03	GENERAL NOTES	11/6/2023			
E0.04	LIGHTING FIXTURE SCHEDULE & SEQUENCE OF OPERATION	11/6/2023			
E0.05	ROOM LIGHTING CONTROL SCHEDULE 1	11/6/2023			
E0.06	ROOM LIGHTING CONTROL SCHEDULE 2	11/6/2023	44/00/0000	40/0/0000	
E0.07	MECHANICAL EQUIPMENT ELECTRICAL CONNECTION SCHEDULE 1	11/6/2023	11/30/2023 11/30/2023	12/6/2023	
E0.08 E0.09	MECHANICAL EQUIPMENT ELECTRICAL CONNECTION SCHEDULE 2 MECHANICAL EQUIPMENT ELECTRICAL CONNECTION SCHEDULE 3	11/6/2023 11/6/2023	11/30/2023	12/6/2023	
E0.09 E0.10	MECHANICAL EQUIPMENT ELECTRICAL CONNECTION SCHEDULE 3	11/6/2023			
E0.10	MECHANICAL EQUIPMENT ELECTRICAL CONNECTION SCHEDULE 5	11/6/2023			
E1.01	ELECTRICAL SITE PLAN	11/6/2023	11/30/2023	12/6/2023	
ED2.00	GARAGE - DEMOLITION LIGHTING PLAN	11/6/2023	11100/2020	12/0/2020	
ED2.01	FIRST FLOOR - DEMOLITION LIGHTING PLAN	11/6/2023			
ED2.02	SECOND FLOOR - DEMOLITION LIGHTING PLAN	11/6/2023			
ED2.03	THIRD FLOOR - DEMOLITION LIGHTING PLAN	11/6/2023			
ED2.04	FOURTH FLOOR - DEMOLITION LIGHTING PLAN	11/6/2023			
ED2.05	FIFTH FLOOR - DEMOLITION LIGHTING PLAN	11/6/2023			
ED2.06	SIXTH FLOOR - DEMOLITION LIGHTING PLAN	11/6/2023			
ED2.07	SEVENTH FLOOR - DEMOLITION LIGHTING PLAN	11/6/2023			
ED2.08	EIGHTH FLOOR - DEMOLITION LIGHTING PLAN	11/6/2023			
ED2.09 ED2.10	NINTH FLOOR - DEMOLITION LIGHTING PLAN	11/6/2023 11/6/2023			
ED2.10 ED2.11	TENTH FLOOR - DEMOLITION LIGHTING PLAN PENTHOUSE - DEMOLITION LIGHTING PLAN	11/6/2023			
ED2.11 ED3.00	GARAGE - DEMOLITION POWER PLAN	11/6/2023			
ED3.01	FIRST FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		
ED3.02	SECOND FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		12/8/2023
ED3.03	THIRD FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		12/8/2023
ED3.04	FOURTH FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		12/8/2023
ED3.05	FIFTH FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		
ED3.06	SIXTH FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		
ED3.07	SEVENTH FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		12/8/2023
ED3.08	EIGHTH FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		
ED3.09	NINTH FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		
ED3.10	TENTH FLOOR - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		
ED3.11	PENTHOUSE - DEMOLITION POWER PLAN	11/6/2023	11/30/2023		
ED4.01	FIRST FLOOR - SYSTEMS DEMOLITION PLAN	11/6/2023			
ED4.02	SECOND FLOOR - SYSTEMS DEMOLITION PLAN	11/6/2023			12/8/2023
ED4.03 ED4.04	THIRD FLOOR - SYSTEMS DEMOLITION PLAN FOURTH FLOOR - SYSTEMS DEMOLITION PLAN	11/6/2023 11/6/2023			12/8/2023
ED4.04 ED4.05	SEVENTH FLOOR - SYSTEMS DEMOLITION PLAN	11/6/2023			12/8/2023 12/8/2023
ED4.05	EIGHTH FLOOR - SYSTEMS DEMOLITION FLAN	11/6/2023			12/0/2023
ED4.07	PENTHOUSE - SYSTEMS DEMOLITION PLAN	11/6/2023			
E2.00	GARAGE - LIGHTING PLAN	11/6/2023			
E2.01	FIRST FLOOR - LIGHTING PLAN	11/6/2023	11/30/2023	12/6/2023	
E2.02	SECOND FLOOR - LIGHTING PLAN	11/6/2023	11/30/2023	12/6/2023	
E2.03	THIRD FLOOR - LIGHTING PLAN	11/6/2023	11/30/2023	12/6/2023	
E2.04	FOURTH FLOOR - LIGHTING PLAN	11/6/2023	11/30/2023	12/6/2023	
E2.05	FIFTH FLOOR - LIGHTING PLAN	11/6/2023		12/6/2023	
E2.06	SIXTH FLOOR - LIGHTING PLAN	11/6/2023		12/6/2023	
E2.07	SEVENTH FLOOR - LIGHTING PLAN	11/6/2023	11/30/2023	12/6/2023	
E2.08	EIGHTH FLOOR - LIGHTING PLAN	11/6/2023	11/30/2023	12/6/2023	
E2.09	NINTH FLOOR - LIGHTING PLAN	11/6/2023		12/6/2023	
E2.10 E2.11	TENTH FLOOR - LIGHTING PLAN	11/6/2023		12/6/2023	
E2.11 E3.00	PENTHOUSE - LIGHTING PLAN GARAGE - POWER PLAN	11/6/2023 11/6/2023	11/30/2023	12/6/2023	12/8/2023
E3.00 E3.01	FIRST FLOOR - POWER PLAN	11/6/2023	11/30/2023	12/0/2023	12/0/2020
E3.02	SECOND FLOOR - POWER PLAN	11/6/2023		12/6/2023	12/8/2023
E3.03	THIRD FLOOR - POWER PLAN	11/6/2023		. 21012020	12/8/2023
E3.04	FOURTH FLOOR - POWER PLAN	11/6/2023			12/8/2023
E3.05	FIFTH FLOOR - POWER PLAN	11/6/2023			
E3.06	SIXTH FLOOR - POWER PLAN	11/6/2023			
E3.07	SEVENTH FLOOR - POWER PLAN	11/6/2023			12/8/2023
E3.08	EIGHTH FLOOR - POWER PLAN	11/6/2023			
E3.09	NINTH FLOOR - POWER PLAN	11/6/2023			
E3.10	TENTH FLOOR - POWER PLAN	11/6/2023			
E3.11	PENTHOUSE - POWER PLAN	11/6/2023	11/30/2023		
E4.00	GARAGE - SYSTEMS PLAN	11/6/2023		40/0/0000	
E4.01	FIRST FLOOR - SYSTEMS PLAN	11/6/2023		12/6/2023	10/0/0000
E4.02 E4.03	SECOND FLOOR - SYSTEMS PLAN	11/6/2023		12/6/2023	12/8/2023 12/8/2023
E4.03 E4.04	THIRD FLOOR - SYSTEMS PLAN FOURTH FLOOR - SYSTEMS PLAN	11/6/2023 11/6/2023		12/6/2023 12/6/2023	12/8/2023
E4.04 E4.05	FIFTH FLOOR - SYSTEMS FLAN	11/6/2023		12/6/2023	12/0/2020

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E4.06	SIXTH FLOOR - SYSTEMS PLAN	11/6/2023		12/6/2023	
E4.07	SEVENTH FLOOR - SYSTEMS PLAN	11/6/2023		12/6/2023	12/8/2023
E4.08	EIGHTH FLOOR - SYSTEMS PLAN	11/6/2023		12/6/2023	12/0/2020
E4.09	NINTH FLOOR - SYSTEMS PLAN	11/6/2023		12/6/2023	
E4.10	TENTH FLOOR - SYSTEMS PLAN	11/6/2023		12/6/2023	
E4.11	PENTHOUSE - SYSTEMS PLAN	11/6/2023		12/6/2023	
E4.30	ENLARGED POWER PLANS	11/6/2023			
E4.40	ENLARGED SYSTEMS PLANS	11/6/2023			
E5.01	ELECTRICAL DETAILS	11/6/2023			
E6.01	ELECTRICAL ONE-LINE DIAGRAM	11/6/2023	11/30/2023	12/6/2023	
E6.02	ELECTRICAL ONE-LINE DIAGRAM	11/6/2023	11/30/2023	12/6/2023	
E6.10	ELECTRICAL LOAD CALCULATION				12/8/2023
E6.11	ELECTRICAL PANEL SCHEDULES 1	11/6/2023	11/30/2023	12/6/2023	
E6.12	ELECTRICAL PANEL SCHEDULES 2	11/6/2023	11/30/2023	12/6/2023	
E6.13 E6.14	ELECTRICAL PANEL SCHEDULES 3 ELECTRICAL PANEL SCHEDULES 4	11/6/2023 11/6/2023	11/30/2023 11/30/2023		
E6.15	ELECTRICAL PANEL SCHEDULES 5	11/6/2023	11/30/2023		
E6.16	ELECTRICAL PANEL SCHEDULES 6	11/6/2023	11/30/2023		
E6.17	ELECTRICAL PANEL SCHEDULES 7	11/6/2023	11/30/2023		
E6.18	ELECTRICAL PANEL SCHEDULES 8	11/6/2023	11/30/2023		
E6.19	ELECTRICAL PANEL SCHEDULES 9	11/6/2023	11/30/2023		
E6.20	ELECTRICAL PANEL SCHEDULES 10	11/6/2023	11/30/2023		
E6.21	ELECTRICAL PANEL SCHEDULES 11	11/6/2023	11/30/2023		
E6.22	ELECTRICAL PANEL SCHEDULES 12	11/6/2023	11/30/2023		
E6.23	ELECTRICAL PANEL SCHEDULES 13	11/6/2023	11/30/2023		
E6.24	ELECTRICAL PANEL SCHEDULES 14	11/6/2023	11/30/2023	12/6/2023	
E6.25	ELECTRICAL PANEL SCHEDULES 15	11/6/2023	11/30/2023	12/6/2023	
E6.26	ELECTRICAL PANEL SCHEDULES 16	11/6/2023	11/30/2023		
E6.27 E6.28	ELECTRICAL PANEL SCHEDULES 17 ELECTRICAL PANEL SCHEDULES 18	11/6/2023 11/6/2023	11/30/2023 11/30/2023		
E6.29	ELECTRICAL PANEL SCHEDULES 18 ELECTRICAL PANEL SCHEDULES 19	11/6/2023	11/30/2023		
E6.30	ELECTRICAL PANEL SCHEDULES 19 ELECTRICAL PANEL SCHEDULES 20	11/6/2023	11/30/2023		
E6.31	ELECTRICAL PANEL SCHEDULES 20 ELECTRICAL PANEL SCHEDULES 21	11/6/2023	11/30/2023	12/6/2023	
E6.32	ELECTRICAL PANEL SCHEDULES 22		11/30/2023	. 2, 3, 2020	
E7.01	SYSTEMS DETAILS I	11/6/2023			
E7.02	SYSTEMS DETAILS II	11/6/2023			
E7.03	SYSTEMS DETAILS III	11/6/2023			
E7.04	SYSTEMS DETAILS IV	11/6/2023			
FIRE ALARM					
FA0.01	FIRE ALARM / EMERGENCY COMMUNICATION LEGEND AND NOTES	11/6/2023			
FA0.02	FIRE ALARM / EMERGENCY COMMUNICATION RISER DIAGRAM AND NOTES	11/6/2023			
FA1.00	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - GARAG PLAN	11/6/2023			
FA1.01	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - FIRST FLOOR PLAN	11/6/2023			
FA1.02	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - SECOND FLOOR PLAN	11/6/2023			
FA1.03	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - THIRD FLOOR PLAN	11/6/2023			
FA1.04	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - FOURTH FLOOR PLAN	11/6/2023			
FA1.05	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - FIFTH FLOOR PLAN	11/6/2023			
FA1.06	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - SIXTH FLOOR PLAN	11/6/2023			
FA1.07	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - SEVENT FLOOR PLAN	11/6/2023			
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FA1.07 FA1.08	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - SEVENT FLOOR PLAN FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - EIGHTH FLOOR PLAN	11/6/2023 11/6/2023			
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FA1.07 FA1.08 FA1.09 FA1.10	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - SEVENT FLOOR PLAN FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - EIGHTH FLOOR PLAN FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - NINTH FLOOR PLAN FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - TENTH FLOOR PLAN	11/6/2023 11/6/2023 11/6/2023 11/6/2023			
FA1.07 FA1.08 FA1.09 FA1.10 FA1.11 FIRE PROTECTION	FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - SEVENT FLOOR PLAN FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - EIGHTH FLOOR PLAN FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - NINTH FLOOR PLAN FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - TENTH FLOOR PLAN FIRE ALARM / EMERGENCY COMMUNICATION SYSTEM - ROOF PLAN	11/6/2023 11/6/2023 11/6/2023 11/6/2023 11/6/2023			
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DIVISION 12					
12 24 00 12 36 00	Window Shades Countertops	11/6/2023 11/6/2023			

DIVISION 13				
13 08 00	Seismic Restraint For Non-Structural Components	11/6/2023		
DIVISION 14		1102020		
14 21 00	Electric Traction Elevators	11/6/2023		
DIVISION 20				
20 00 00	General Mechanical Requirements	11/6/2023		
DIVISION 21				
21 13 15	Wet Pipe Automatic Sprinkler Systems for Tenant Improvements	11/6/2023		
DIVISION 22				
22 05 13	Common Motor Requirements for Plumbing Equipment	11/6/2023		
22 05 17 22 05 23	Sleeves and Sleeve Seals for Plumbing Piping General-Duty Valves for Plumbing Piping	11/6/2023 11/6/2023		
22 05 48	Vibration and Seismic Controls for Plumbing Piping and Equipment	11/6/2023		
22 07 19	Plumbing Piping Insulation	11/6/2023		
22 10 05	Plumbing Piping	11/6/2023		
22 10 06 22 30 00	Plumbing Piping Specialties Plumbing Equipment	11/6/2023 11/6/2023		
22 40 00	Plumbing Fixtures	11/6/2023		
DIVISION 23				
23 05 13	Motors & Variable Drives	11/6/2023		
23 05 23	Valves for HVAC Piping	11/6/2023		
23 05 29	Hangers & Supports for HVAC Piping & Equipment	11/6/2023		
23 05 48 23 05 53	Vibration & Seismic Control Mechanical Identification for HVAC Piping & Equipment	11/6/2023 11/6/2023		
23 05 93	Air System Testing & Balancing	11/6/2023		
23 05 95	Water System Balancing	11/6/2023		
23 07 13	Equipment Ductwork Insulation	11/6/2023		
23 07 19 23 09 00	HVAC Piping Insulations	11/6/2023 11/6/2023	12/6/2023	12/8/2023
23 09 00	Energy Management & Controls (DDC) HVAC Piping Specialties	11/6/2023	12/6/2023	12/0/2023
23 11 23	Pumps for HVAC Equipment	11/6/2023		12/8/2023
23 20 00	Hydronic System	11/6/2023		12/8/2023
23 21 00	Sleeves & Seals for HVAC Piping & Equipment	11/6/2023		
23 23 00 23 25 00	Refrigerant Piping System Water Treatment (Hydronic Systems)	11/6/2023 11/6/2023		
23 31 13	Steel Ductwork	11/6/2023		
23 33 00	HVAC Specialties	11/6/2023	12/6/2023	
23 34 23	Exhaust Fans	11/6/2023		
23 36 00	VAV Terminal Box Units	11/6/2023		
23 37 00 23 52 33	Air Terminals Boiler (Electric)	11/6/2023 11/6/2023		
23 64 00	Air Cooled Chillers	11/6/2023	12/6/2023	
23 73 00	Air Handling Units with Coils	11/6/2023	12/6/2023	
23 81 45	Variable Refrigerant Zone System	11/6/2023		
23 90 00	Mechanical Demolition	11/6/2023		
DIVISION 26		11/0/0000		
26 00 00 26 00 05	Electrical General Conditions Electrical-Existing Systems	11/6/2023 11/6/2023		
26 05 19	Wires and Cables	11/6/2023	12/6/2023	
26 05 26	Grounding	11/6/2023		
26 05 32	Outlet and Pull Boxes	11/6/2023		
26 05 33 26 05 34	Raceway Metal Clad Cable (Type MC) and Fittings	11/6/2023 11/6/2023		
26 05 34 26 05 39C	Floor Outlet Devices Poke Through	11/6/2023		
26 05 73	Electrical System Studies	11/6/2023		
26 09 23	Network Digital Lighting Control System	44/0/0000	11/30/2023	
26 22 13 26 24 13	Dry-Type Transformers Switchboards	11/6/2023 11/6/2023		
26 24 15	Panelboards	11/6/2023		
26 24 19	Motor Controllers	11/6/2023		
26 27 26	Switches Receptacles	11/6/2023		
26 28 13	Fuses	11/6/2023		
26 28 16 26 32 13.16	Disconnects & Fused Switches Emergency Generator	11/6/2023 11/6/2023		
26 36 23	Automatic Transfer Switches Time Delay Neutral	11/6/2023		
26 43 00	TVSS_TPS & IT	11/6/2023		
26 50 00	Lighting	11/6/2023		
DIVISION 27				
27 00 00 27 05 28	Low Voltage Systems General Requirements Pathways for Communications Systems	11/6/2023 11/6/2023		
27 20 00	Data and Voice Infrastructure	11/6/2023		
DIVISION 28				
28 13 00	Access Control System	11/6/2023		
28 16 00 28 31 76	Intrusion Alarm System Fire Alarm and Emergency Comm System	11/6/2023 11/6/2023		12/12/2023
	Marin and Emorgonoy Commoystem	11/0/2023		12/12/2023
APPENDIX				
Appendix A	Asbestos Report	11/6/2023		

#### **ATTACHMENT NO. 3**



#### Everett Municipal Building TI Allowance Log 12/21/2023

Allowance #	Allowance Description		Allowance Value
GC-01	Fire Stopping at Existing Rated Assemblies	\$	50,000
GC-02	Major Floor Prep	\$	200,000
GC-03	Elevator Maintenance	\$	25,000
GC-04	Spray-Applied Fireproofing Patching	\$	30,000
GC-05	Post-Tensioned Concrete Coordination / Relocation Requirement	s \$	60,000
GC-06	MEP Design Coordination and Phasing	\$	75,000
GC-07	Building Controls Design Coordination and Phasing	\$	30,000
GC-08	Additional Hazardous Material Abatement	\$	15,000
GC-09	Temporary Fans and Dehus GWB	\$	30,000
GC-10	Elevator Design	\$	120,000
	Front Entry Lobby Coordination/Work	\$	20,000
	Eletrical Design (Power main, Low volt, Data, Fire, etc.)	\$	100,000
	Shaft Scaffold HVAC	\$	75,000
	SUBTOTAL - GC	Allowances \$	830,000
BP03.00-01	Generator Pad	\$	20,000
BP09.29-01	Backing & Blocking	\$	25,000
BP09.29-02	Patching of Existing Walls	\$	50,000
BP09.29-03	Patching of Elevator Shafts & Fronts	\$	25,000
BP09.29-04	New GWB at Existing Restrooms	\$	50,000
	SUBTOTAL - Bid Package	Allowances \$	170,000

TOTAL \$

1,000,000

# EMB - Public Works TI - GCCM GMP Amendment _SD

Final Audit Report

2024-04-05

Created:	2024-04-03
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIZjOC8ZLDJ0BpF-21I4CD7EHRgOOUXyL

### "EMB - Public Works TI - GCCM GMP Amendment _SD" History

- Document created by Marista Jorve (mjorve@everettwa.gov) 2024-04-03 - 10:32:46 PM GMT
- Document emailed to Ruben Sanchez (rsanchez@everettwa.gov) for approval 2024-04-03 - 10:33:18 PM GMT
- Email viewed by Ruben Sanchez (rsanchez@everettwa.gov) 2024-04-03 - 10:47:00 PM GMT
- Document approved by Ruben Sanchez (rsanchez@everettwa.gov) Approval Date: 2024-04-03 - 10:48:18 PM GMT - Time Source: server
- Document emailed to Dan Huber (dan.huber@bnbuilders.com) for signature 2024-04-03 10:48:19 PM GMT
- Email viewed by Dan Huber (dan.huber@bnbuilders.com) 2024-04-04 - 7:22:56 PM GMT
- Document e-signed by Dan Huber (dan.huber@bnbuilders.com) Signature Date: 2024-04-04 - 7:23:23 PM GMT - Time Source: server
- Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval 2024-04-04 7:23:24 PM GMT
- Email viewed by Tim Benedict (TBenedict@everettwa.gov) 2024-04-04 - 7:31:28 PM GMT
- Document approved by Tim Benedict (TBenedict@everettwa.gov) Approval Date: 2024-04-04 - 7:31:48 PM GMT - Time Source: server

EVERETT WASHINGTON Powered by Adobe Acrobat Sign

- Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature 2024-04-04 7:31:49 PM GMT
- Email viewed by Cassie Franklin (cfranklin@everettwa.gov) 2024-04-05 - 3:11:59 PM GMT
- Document e-signed by Cassie Franklin (cfranklin@everettwa.gov) Signature Date: 2024-04-05 - 3:12:06 PM GMT - Time Source: server
- Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature 2024-04-05 3:12:08 PM GMT
- Document e-signed by Marista Jorve (mjorve@everettwa.gov) Signature Date: 2024-04-05 - 3:12:39 PM GMT - Time Source: server
- Agreement completed. 2024-04-05 - 3:12:39 PM GMT



#### PERFORMANCE BOND

Bond No.: 30212396

The City of Everett has awarded to <u>BNBuilders, Inc. (Principal)</u>, a contract for the construction of the project designated as <u>Everett Municipal Building – Public Works Tenant Improvements</u>, Project No. <u>22-101</u>, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and <u>Western Surety Company</u> (Surety), a corporation organized under the laws of the State of <u>South Dakota</u> and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of <u>Twenty Seven Million Four Hundred Seventy*</u> US Dollars (\$ <u>27,474,783.00</u>), which is the Contract Sum plus sales tax, subject to the provisions herein. *Four Thousand Seven Hundred Eighty Three and no/100ths

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL BNBuilders, Inc.

Printed Name:

Title:

STANDARD BOND FORM OFFICE OF THE CITY ATTORNEY APPROVED AS TO FORM APPROVED AS TO CITY CHARTER § 4.1

SURETY We	stern Surety Company	IN SUNC OF
lino	an Blanon	The state of the s
Printed Name:		SEAL A
Title: Attorney	-in-Fact	THOUTH DAKO

Local Office/ Agent of Surety: Name: __Parker, Smith & Feek Address: __2233 112th Ave NE, Bellevue, WA 98004 Phone Number: __(425) 709-3600 Email: __psfsurety@psfinc.com

#### **PAYMENT BOND**

#### Bond No. 30212396

1

The City of Everett has awarded to BNBuilders, Inc. (Principal), a contract for the construction of the project designated as Everett Municipal Building - Public Works Tenant Improvements, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and Western Surety Company (Surety), a corporation organized under the laws of the State of South Dakota and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of Twenty Seven Million Four Hundred Seventy Four * US Dollars (\$ 27,474,783.00 ), which is the Contract Sum plus sales tax, subject to the provisions herein. *Thousand Seven Hundred Eighty Three and no/100ths

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL BNBuilders, Inc.	SURETY
Frank	Low March
Printed Name: Richard Hinlipy	Printed N
Title: CFO	Title: Att

STANDARD BOND FORM OFFICE OF THE CITY ATTORNEY APPROVED AS TO FORM APPROVED AS TO CITY CHARTER § 4.1

SURETY Western Surety Company	
Supan B Squar 18 00 PA	AD THINK
Printed Name: Susan B. Larson	
Title: Attorney-in-Fact	inin,
Local Office/ Agent of Surety: Name:_ Parker, Smith & Feek	
Address: 2233 112th Ave NE, Bellevue, WA 98004	
Phone Number: (425) 709-3600	
Email: psfsurety@psfinc.com	

ANIMAN CONTRACTORES

# 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

Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Nicholas Fredrickson, Scott Garcia, Andrew Kerslake, Derek Sabo, Charla M Boadle, Alec Gumpfer, Katelyn Cooper, Individually, of Bellevue, WA

William M Smith, Gregory C Ryerson, Individually, of Portland, OR

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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 Vice President and its corporate seal to be hereto affixed on this 1st day of March, 2024.

State of South Dakota } County of Minnehaha

SS

On this 1st day of March, 2024, before me personally came Larry Kasten, 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 a 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

March 2, 2026



WESTERN SURETY COMPANY

aotu

M. Bent, Notary Public

Larry Kasten, Vice President

#### CERTIFICATE

I, Paula Kolsrud, 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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March, 2024.



SURETY COMPANY WESTERN Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

#### 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

#### Go to <u>www.cnasurety.com</u> > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

#### PERFORMANCE BOND

#### Bond No.: 30212396

The City of Everett has awarded to BNBuilders, Inc. (Principal), a contract for the construction of the project designated as Everett Municipal Building - Public Works Tenant Improvements, Project No. 22-101, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

(Surety), a corporation organized under the The Principal, and <u>Western Surety Company</u> laws of the State of South Dakota and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of Twenty Seven Million Four Hundred Seventy* US Dollars ), which is the Contract Sum plus sales tax, subject to the provisions herein. (\$ 27,474,783.00 *Four Thousand Seven Hundred Eighty Three and no/100ths

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors. administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

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PRINCIPAL BNBuilders, Inc.				
Rul III				
2.1				
Printed Name: TichARD Finlow				

Title:

STANDARD BOND FORM

CFO

Susan B. Larson Printed Name: Title: Attorney-in-Fact ACANARA ANALASSA Local Office/ Agent of Surety:

SURETY Western Surety Company

OFFICE OF THE CITY ATTORNEY APPROVED AS TO FORM APPROVED AS TO CITY CHARTER § 4.1 Name: Parker, Smith & Feek 2233 112th Ave NE, Bellevue, WA 98004 Address: Phone Number: (425) 709-3600 Email: __psfsurety@psfinc.com

#### **PAYMENT BOND**

#### Bond No. 30212396

The City of Everett has awarded to BNBuilders, Inc. (Principal), a contract for the construction of the project designated as Everett Municipal Building - Public Works Tenant Improvements, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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PRINCIPAL BNBuilders, Inc.	SURETY Western Surety Company
Klubing	Suban B Lange
Printed Name: Richard Finling	Printed Name: Susan B. Larson
Title: CFO	Title: Attorney-in-Fact
Title:CFO	Title: Attorney-in-Fact

STANDARD BOND FORM OFFICE OF THE CITY ATTORNEY APPROVED AS TO FORM APPROVED AS TO CITY CHARTER § 4.1

Supan B Langer & PORA 3		
Printed Name: Susan B. Larson		
Title: Attorney-in-Fact		
 Local Office/ Agent of Surety: Name:Parker, Smith & Feek		
Address: <u>2233 112th Ave NE, Bellevue, W</u> A 98004 Phone Number: (425) 709-3600		
Email: psfsurety@psfinc.com		

ANALIS LINGING

SURETY

# 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

Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Nicholas Fredrickson, Scott Garcia, Andrew Kerslake, Derek Sabo, Charla M Boadle, Alec Gumpfer, Katelyn Cooper, Individually, of Bellevue, WA

William M Smith, Gregory C Ryerson, Individually, of Portland, OR

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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 Vice President and its corporate seal to be hereto affixed on this 1st day of March, 2024.

State of South Dakota County of Minnehaha

SS

On this 1st day of March, 2024, before me personally came Larry Kasten, 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 a 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

March 2, 2026



WESTERN SURETY COMPANY

aol

M. Bent, Notary Public

Larry Kasten, Vice President

#### CERTIFICATE

I, Paula Kolsrud, 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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March, 2024.



WESTERN SURETY COMPANY Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

#### 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.

#### Go to <u>www.cnasurety.com</u> > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

#### BOND NO. <u>30212397</u>

#### **RETAINAGE BOND**

KNOW ALL MEN BY THESE PRESENTS, that _____ , a corporation organized under the laws of the State of Washington , and registered to do business in the State of Washington as a contractor, as Principal, and Western Surety Company , a corporation organized under the laws of the State of and registered to transact business in the State of South Dakota Washington as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Everett, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of One Million Two Hundred Forty Nine Thousand Nine Hundred Ninety and 15/100ths Dollars (\$ 1,249,990.15 ) plus five (5%) percent of any increases that may occur under the Contract (as defined below), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, the Principal has executed a contract (the "Contract") with the City known as:

#### PROJECT NAME: EVERETT MUNICIPAL BUILDING – PUBLIC WORKS TENANT IMPROVEMENTS

#### PROJECT NUMBER: 22-101

WHEREAS, said Contract and RCW Chapter 60.28 require the City to withhold from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds";

WHEREAS, the Principal requested that the City accept a retainage bond and release earned retained funds to Principal, as allowed under RCW Chapter 60.28; and

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to indemnify, defend and hold the City harmless from any and all loss, costs or damages that the City may sustain by reason of release of said earned retained funds to Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period, if any, provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Chapter 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to 5% of Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Chapter 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

[signatures on following page]

#### SIGNED AND SEALED THIS <u>11th</u> of <u>March</u>, 20<u>24</u>.

Western Surety Company	BNBuilders, Inc.
Surety	Principal
By: Suban & Lawon	By: Rhall
Typed/Printed Name: Susan B. Larson	Typed/Printed Name: Richard Finlan
Title: Attorney-in-Fact	Title: CFO

STANDARD RETAINAGE BOND FORM OFFICE OF THE CITY ATTORNEY APPROVED AS TO FORM APPROVED AS TO CITY CHARTER § 4.1

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#### 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

Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Nicholas Fredrickson, Scott Garcia, Andrew Kerslake, Derek Sabo, Charla M Boadle, Alec Gumpfer, Katelyn Cooper, Individually, of Bellevue, WA

William M Smith, Gregory C Ryerson, Individually, of Portland, OR

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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 Vice President and its corporate seal to be hereto affixed on this 1st day of March, 2024.

State of South Dakota County of Minnehaha

On this 1st day of March, 2024, before me personally came Larry Kasten, 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 a 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

March 2, 2026



WESTERN SURETY COMPANY

aotu

M. Bent, Notary Public

Larry Kasten, Vice President

#### CERTIFICATE

I, Paula Kolsrud, 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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March, 2024.



SURETY COMPANY WESTERN Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

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