

LIMITED PUBLIC WORKS CONTRACT (Under \$35,000)

THIS LIMITED PUBLIC WORKS CONTRACT ("Contract") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and Tru-View Glass & Windows, Inc. a Washington corporation ("Contractor").

WHEREAS, twenty-three (23) windows located at the Stanwood Library, 9701 271st St. NW, Stanwood, WA 98292 will be removed and replaced with new; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Library Window Replacement Project ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than **February 15, 2017**.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. Plans and Contract Drawings.
- B. Scope of Work.
- C. Proposal/Bid Submittal (attached).
- D. 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- E. WSDOT Amendments to the Standard Specifications (referenced but not attached)
- F. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- G. City of Stanwood Engineering Standards (referenced but not attached)
- H. Any Addendum (if any)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

- A. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:
- B. Contract has been signed and fully executed by the parties.
- C. The Contractor has provided the City with the certificates of insurance required under Section 22.
- D. The Contractor has obtained a City of Stanwood Business License.
- E. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

- A. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **\$25,000.00** (twenty five thousand dollars and no cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.
- B. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the

Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. Final Payment. As a Limited Public Works project under \$35,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.
2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid
3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

H. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the

work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social

security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. The City shall pay for all permits necessary to commence, construct and complete the project.

10. Business License Required.

The Contractor shall obtain a City of Stanwood Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final

payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State’s anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages

resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. 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.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

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

22. Insurance.

A. Insurance Term.

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, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein 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.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 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 at least as broad as 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 per project

general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional 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 at least as broad of coverage.

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

4. Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. 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 floor 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.

5. Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The 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. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

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

G. Acceptability of Insurers.

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

H. Verification of Coverage.

The 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. Throughout the term of this Contract, upon

request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Required. 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.

Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. 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 subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier 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.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

24. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and

void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by **Kevin Hushagen, Public Works Director**, and shall be administered for the Contractor by the Contractor's Contract Representative, **Candace Brunais**. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

Kevin Hushagen, PW Director
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292
360-629-9781

To Contractor:

Candice Brunais, Owner
Tru-View Glass & Windows, Inc.
8808 271st St. NW
Stanwood, WA 98292
360-629-3860

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF STANWOOD

TRU-VIEW GLASS & WINDOWS, INC.

By Leonard Kelley
Leonard Kelley, Mayor

By Candice Brunais
Candice Brunais, Owner

Approved as to form:



Grant K. Weed, City Attorney

Attest:



Deborah Knight, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS:

C. Proposal/Bid Submittal

Tru-View Glass & Windows, Inc.

8808 271st St. NW

Stanwood, Wa. 98292

Office: 360-629-3860

Fax: 360-629-6349

Website: www.tru-viewglass.com

LIC # TRUVIGW918CS

Attachment - C

Customer: City of Stanwood

Address: 10220 270th Street NW

Stanwood, WA 98292

Phone: (425) 508-7823

We hereby propose to remove and install 23 windows located at
9701 271st St. NW, Stanwood, WA 98292_____.

Our installation includes a Stucco Fin application. The wide Fin will be back sealed and will mount flush with existing metal frames, all necessary sealants around the new windows, and disposal of your old windows. Additional White Trim will be added to the interior of the windows for a finished look.

We would strongly recommend using this method of installation no matter which company you go through. There are some companies that continue to use the block frame method (taking off factory nailing flange – Without Nail Fin) for their installation. This saves their company time and money, but leaves the customer with a lifetime of maintenance relying on only the sealants to act as a water barrier. Our company is an AAMA and WInTeq waterproof certified company that follows stringent techniques on all installed products.

Exclusions are painting, staining, or any other work performed outside of the contracted work specified in the above paragraph. Due to the climate we live in, there are times we may find rot behind your existing windows. If this occurs, our techs are instructed to stop and analyze the situation prior to installing the new window. You as the homeowner will be notified and we will propose a solution to remedy the problem. Since this is outside of the proposed work, Tru-View Glass will quote you a price prior to moving forward. In most cases the repair work is minimal and has a minimal charge.

Please feel free to contact our office if you have any further questions.

Thank you,

Tru-view Glass & Windows, Inc.
360-629-3860



Exclusions

Painting, staining, electrical, removing and installing of blinds, brackets and mini blinds is not included unless specified in writing. Any repair of unforeseen rotten or deteriorated wood, or hidden damage, or structural, electrical, or plumbing changes, required to perform this project, but not specified, will be an additional charge using a separate form. This order is subject to authorization by a rep of Tru-View Glass & Windows. All Materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner, according to standard practices of licensed and bonded contractors. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Unless this agreement contains other provisions, the customer agrees to pay directly the amount due on completion to Tru-View Glass & Windows. Tru-View Glass & Windows shall not be responsible for damage due to Fires, weather, floods, strikes, accidents, or delays beyond our control. Owner to carry fire and all risk insurance. Our workers are fully covered by Workman's Compensation insurance.

Estimate Date: 11/11/16 Company Authorized Signature C. Bailey Quote good for 30 days.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlines above. The Term and Conditions of this agreement are made a part hereof. Proposal must be signed.

Date of Acceptance _____
Signature _____
Signature _____



TRU-VIEW GLASS & WINDOWS, INC.
 8808 271ST STREET NW
 PO BOX 988
 STANWOOD, WA 98292-5996



Quote Name: Stanwood Library
Customer: City Of Stanwood
Payment Terms:
Sales Representative: Christina Bailey **Mobile:**
 Christina@tru-viewglass.com

Quote Number: SQPAON000456_1
Created Date: 11/9/2016
Modified Date: 11/11/2016
PO Number:
Total Units: 23
Total Sq Ft: 393.00
Est. Delivery: _____

Comments:

Billing Information

Name: City Of Stanwood
Address: 9701 271st ST NW
 Stanwood, WA 98292
Phone: (425) 508-7823 - Trevor
Fax:
Email: trevor@ci.stanwood.wa.us

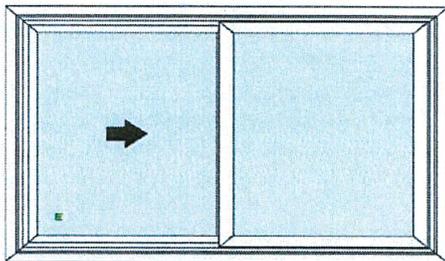
Shipping Information

Name: Same as Bill-to
Address: 9701 271st ST NW
 Stanwood, WA 98292
Phone:
Fax:
Email:

Common Selections:

Product Line: Tuscany, Fin Type: Wide Z-Bar, Opening Type: Net Frame, Finish: Ext White /Int White, Energy Package: Energy Star South-Central, Gas: Argon

Line: 1 **Location:** Back
Quantity: 4 8140T HV U-Factor: .29, SHGC: .20, VT: .48

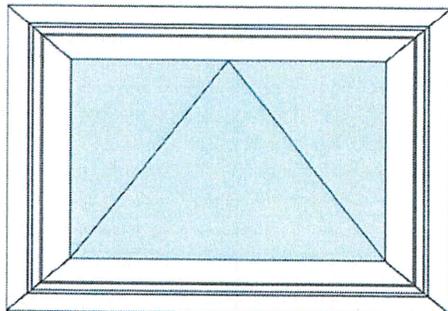


Viewed From Exterior

Size: 65" x 46" Net Frame 65" X 46"
 Model: Half Vent
 Handing: Half Vent XO
 Glass: 3/32" SunCoatMAX (Low-E) over 3/32" Clear
 Other Glass: EdgeGardMAX Spacer
 Hardware: SmartTouch Lock
 Other Options: Glass Breakage Warranty
 Screen: Standard with Fiberglass Mesh
 Ratings: STC: No Rating, OITC: No Rating, Certified LC40
 Clear Opening: W 29 11/16" x H 42 9/16" Sq. Ft. 8.77
 Egress: Yes
 Other Ratings: CPD: MIL-A-267-01244-00001

Customer Approval: _____

Line: 2 Location: West Side
Quantity: 11 8440T FA U-Factor: .27, SHGC: .18, VT: .43

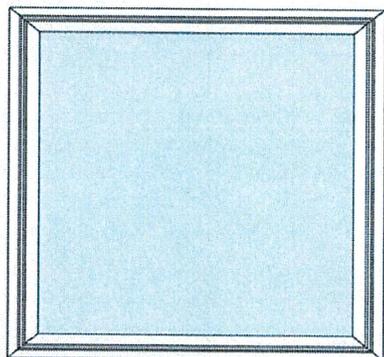


Viewed From Exterior

Size: 32" x 26" Net Frame 32" X 26"
Model: Awning
Glass: 3/32" SunCoatMAX (Low-E) over 3/32" Clear
Other Glass: EdgeGardMAX Spacer
Hardware: Nesting Fold Down Roto/Stainless Steel Operator Handle
Other Options: Glass Breakage Warranty
Screen: Standard with Fiberglass Mesh
Ratings: STC: No Rating, OITC: No Rating, Certified C40
Other Ratings: CPD: MIL-A-245-02238-00001

Customer Approval: _____

Line: 3 Location: West Side
Quantity: 7 8375T PWR U-Factor: .26, SHGC: .21, VT: .49

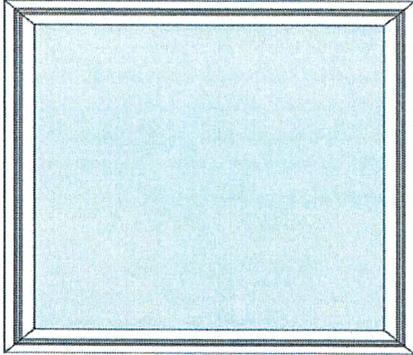


Viewed From Exterior

Size: 60" x 72" Net Frame 60" X 72"
Model: Slider Picture
Glass: 5/32" SunCoatMAX (Low-E) over 5/32" Clear
Other Glass: EdgeGardMAX Spacer
Other Options: Glass Breakage Warranty
Ratings: STC: No Rating, OITC: No Rating
Other Ratings: CPD: MIL-A-235-02449-00001

Customer Approval: _____

Line: 4 Location: Entry
Quantity: 1 8375T PWR U-Factor: .26, SHGC: .21, VT: .49



Viewed From Exterior

Size: 66" x 72" Net Frame 66" X 72"
Model: Slider Picture
Glass: 5/32" SunCoatMAX (Low-E) over 5/32" Clear
Other Glass: EdgeGardMAX Spacer
Other Options: Glass Breakage Warranty
Ratings: STC: No Rating, OITC: No Rating
Other Ratings: CPD: MIL-A-235-02449-00001

Customer Approval: _____

Line: 5 Location:
Quantity: 1 Labor & Materials

Customer Approval: _____



TRU-VIEW GLASS & WINDOWS, INC.
8808 271ST STREET NW
PO BOX 988
STANWOOD, WA 98292-5996



Submitted By: _____
Accepted By: _____
Date: _____

SubTotal: 18,232.00
9.1% Tax + 1659.11
Total \$ 19,891.11

For warranty information please visit www.milgard.com/warranty/

Please note that actual NFRC energy values may vary from those reported in CTB Quote Plus due to variations that may occur during the manufacturing process. In most cases variations will be minimal. Please contact your Milgard location with questions or concerns regarding this potential variation.

Handing is viewed from outside looking in.

ADDITIONAL INFORMATION:



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
11/18/2016

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

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm Ava Grajeda-Allard 115 N 4th Ave Yakima WA 98902	CONTACT NAME: Ava Grajeda-Allard PHONE (A/C, No, Ext): 509-248-6782 FAX (A/C, No): 509-248-1416 E-MAIL ADDRESS: ava.grajeda-allard.b7x2@statefarm.com PRODUCER CUSTOMER ID #: 15537
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
INSURED Tru View Glass & Windows Inc Po Box 988 Stanwood WA 98282	

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
1992	Isuzu	NPR-NA1	Box Truck	jalb4b1k3n7009815
DESCRIPTION			VEHICLE/EQUIPMENT VALUE	SERIAL NUMBER
			\$	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<input checked="" type="checkbox"/> VEHICLE LIABILITY	1938385c2247a001	09/22/2016	03/22/2017	COMBINED SINGLE LIMIT	\$
						BODILY INJURY (Per person)	\$ 1000000
						BODILY INJURY (Per accident)	\$ 1000000
						PROPERTY DAMAGE	\$ 1000000
		GENERAL LIABILITY				EACH OCCURENCE	\$
		<input type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input type="checkbox"/> VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
		EQUIPMENT				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/>	\$

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

certificate holder

ADDITIONAL INTEREST

CANCELLATION

Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VEHICLE / EQUIPMENT INTEREST: <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE <input checked="" type="checkbox"/> certificate holder
NAME AND ADDRESS OF ADDITIONAL INTEREST City of Stanwood 10220 270th ST NW Stanwood WA 98292	LOAN / LEASE NUMBER AUTHORIZED REPRESENTATIVE

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STATE FARM FIRE AND CASUALTY COMPANY
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

P.O. Box 799100
 Dallas, TX 75379-9100

DECLARATIONS AMENDED NOV 18 2016

Policy Number	98-B3-S349-9	
Policy Period	Effective Date	Expiration Date
1 Year	JAN 15 2016	JAN 15 2017
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-15-2412-FBA1 F E

001101 3123

Addl Insured-Section II Only

CITY OF STANWOOD
 10220 270TH ST NW
 STANWOOD WA 98292-8022

Named Insured
 TRU-VIEW GLASS & WINDOW INC
 PO BOX 988
 STANWOOD WA 98292-0988

Artisan And Service Contractor Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

Reason for Declarations: Your policy is amended NOV 18 2016
 ADDITIONAL INSURED ADDED
 FORM CMP-4793 ADDED

Endorsement Premium

None

Audit Period: Annual

Discounts Applied:
 Years in Business
 Claim Record

Prepared
 NOV 29 2016
 CMP-4000

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Continued on Reverse Side of Page

DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B3-S349-9

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	8808 271ST ST NW STANWOOD WA 98292-5996	No Coverage	\$ 30,100	25%
002	1014 RIVERSIDE DR MOUNT VERNON WA 98273-2434	No Coverage	\$ 15,100	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 238.7

SECTION I - DEDUCTIBLES

Basic Deductible \$1,000

Special Deductibles:

Equipment Breakdown \$1,000

Other deductibles may apply - refer to policy.



DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B3-S349-9

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

Table with 2 columns: COVERAGE and LIMIT OF INSURANCE. Rows include Accounts Receivable, Arson Reward, Collapse, Damage To Non-Owned Buildings From Theft, Burglary Or Robbery, Debris Removal, Equipment Breakdown, Fire Department Service Charge, Fire Extinguisher Systems Recharge Expense, Forgery Or Alteration, Glass Expenses, Increased Cost Of Construction And Demolition Costs, Money Orders And Counterfeit Money, Newly Acquired Business Personal Property, Newly Acquired Or Constructed Buildings, Ordinance Or Law - Equipment Coverage, and Outdoor Property.

DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B3-S349-9

Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	See Schedule
Signs	See Schedule
Valuable Papers And Records	
On Premises	See Schedule
Off Premises	See Schedule
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - SCHEDULE

The coverages and corresponding limits shown below apply only to the described premises as shown.

LOCATION	COVERAGE	LIMIT OF INSURANCE
0001	Signs	\$2,500
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
	Accounts Receivable (On Premises)	\$10,000
	Accounts Receivable (Off Premises)	\$5,000
	Outdoor Property	\$5,000
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000
	0002	Signs
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)		\$2,500
Accounts Receivable (On Premises)		\$10,000
Accounts Receivable (Off Premises)		\$5,000
Outdoor Property		\$5,000
Valuable Papers and Records (On Premises)		\$10,000
Valuable Papers and Records (Off Premises)		\$5,000

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 NOV 29 2016
 CMP-4000

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DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B3-S349-9

SECTION II - DEDUCTIBLES

Business Liability - Property Damage \$1,000
Other deductibles may apply - refer to policy

SECTION II - LIABILITY

Table with 2 columns: COVERAGE and LIMIT OF INSURANCE. Rows include Coverage L - Business Liability (\$1,000,000), Coverage M - Medical Expenses (\$5,000), Damage To Premises Rented To You (\$100,000), and AGGREGATE LIMITS (Products/Completed Operations Aggregate \$2,000,000, General Aggregate \$2,000,000).

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

- CMP-4102 Businessowners Coverage Form
CMP-4793 *AI State Political Perm Prem
CMP-4600 Artisan and Service Contractor
FE-6999.2 Terrorism Insurance Cov Notice
CMP-4247 Amendatory Endorsement
CMP-4786 Addl Insd Owners Lessee Sched

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NOV 29 2016
CMP-4000

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DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B3-S349-9

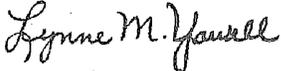
CMP-4787 Waiver of Trans Rgt of Recov
CMP-4854 Lenders Loss Payable
FD-6007 Inland Marine Attach Dec
* New Form Attached

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.


Secretary


President

Prepared
NOV 29 2016
CMP-4000

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STATE FARM FIRE AND CASUALTY COMPANY
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

P.O. Box 799100
 Dallas, TX 75379-9100

INLAND MARINE ATTACHING DECLARATIONS

M-15-2412-FBA1 F E

Named Insured

TRU-VIEW GLASS & WINDOW INC
 PO BOX 988
 STANWOOD WA 98292-0988

Policy Number	98-B3-S349-9	
Policy Period	Effective Date	Expiration Date
1 Year	JAN 15 2016	JAN 15 2017
The policy period begins and ends at 12:01 am standard time at the premises location.		

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium \$ 235.00

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

- FE-8724 Inland Marine Conditions
- FE-8744 Inland Marine Computer Prop
- FE-8756.1 Installation Endorsement
- FE-8760 Mobile Equipment Form

See Reverse for Schedule Page with Limits

Prepared
 NOV 29 2016
 FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8744	Inland Marine Computer Prop	\$ 25,000	\$ 500	Included
FE-8760	Mobile Equipment Form	\$ 31,000	\$ 500	\$ 235.00
FE-8756.1	Installation Endorsement	\$ 5,000	\$ 500	Included
	Property in Transit	\$ 5,000		
	Number of Job-Sites: 1			

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared
NOV 29 2016
FD-6007

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4793 ADDITIONAL INSURED — STATE OR POLITICAL SUBDIVISIONS
(Permits Relating To Premises)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 98-B3-S349-9

Named Insured:

**TRU-VIEW GLASS & WINDOW INC
PO BOX 988
STANWOOD WA 98292-0988**

Name And Address Of Additional Insured Or Political Subdivision:

**CITY OF STANWOOD
10220 270TH ST NW
STANWOOD WA 98292-8064**

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any state or political subdivision shown in the Schedule, but only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance.
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

CMP-4793



STATE FARM FIRE AND CASUALTY COMPANY
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

P.O. Box 799100
 Dallas, TX 75379-9100

Add Insured-Section II Only

AT2

001541 3125

M-15-2412-FBA1 F E

CITY OF STANWOOD
 10220 270TH ST NW
 STANWOOD WA 98292-8022

RENEWAL DECLARATIONS

Policy Number	98-B7-G123-4	
Replaces Number	98-B3-S349-9	
Policy Period	Effective Date	Expiration Date
1 Year	JAN 15 2017	JAN 15 2018
The policy period begins and ends at 12:01 am standard time at the premises location.		

Named Insured
 TRU-VIEW GLASS & WINDOW INC
 PO BOX 988
 STANWOOD WA 98292-0988



Artisan And Service Contractor Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

Total Estimated Premium
 Audit Period: Annual \$ 5,410.00

Discounts Applied:
 Years in Business
 Claim Record

Prepared
 NOV 30 2016
 CMP-4000

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Continued on Reverse Side of Page

0105-ST-0000

RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B7-G123-4

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	8808 271ST ST NW STANWOOD WA 98292-5996	No Coverage	\$ 30,500	25%
002	1014 RIVERSIDE DR MOUNT VERNON WA 98273-2434	No Coverage	\$ 15,300	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 241.7

SECTION I - DEDUCTIBLES

Basic Deductible \$1,000

Special Deductibles:

Equipment Breakdown \$1,000

Other deductibles may apply - refer to policy.



RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B7-G123-4



0205-ST--0000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	See Schedule
On Premises	See Schedule
Off Premises	\$5,000
Arson Reward	Included
Collapse	Coverage B Limit
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	25% of covered loss
Debris Removal	Included
Equipment Breakdown	\$2,500
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$10,000
Forgery Or Alteration	Included
Glass Expenses	10%
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	\$1,000
Money Orders And Counterfeit Money	\$100,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$250,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	Included
Ordinance Or Law - Equipment Coverage	See Schedule
Outdoor Property	

RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B7-G123-4

Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	See Schedule
Signs	See Schedule
Valuable Papers And Records	
On Premises	See Schedule
Off Premises	See Schedule
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - SCHEDULE

The coverages and corresponding limits shown below apply only to the described premises as shown.

LOCATION	COVERAGE	LIMIT OF INSURANCE
0001	Signs	\$2,500
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
	Accounts Receivable (On Premises)	\$10,000
	Accounts Receivable (Off Premises)	\$5,000
	Outdoor Property	\$5,000
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000
	0002	Signs
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)		\$2,500
Accounts Receivable (On Premises)		\$10,000
Accounts Receivable (Off Premises)		\$5,000
Outdoor Property		\$5,000
Valuable Papers and Records (On Premises)		\$10,000
Valuable Papers and Records (Off Premises)		\$5,000

Prepared
 NOV 30 2016
 CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B7-G123-4



00305-ST--0000

SECTION II - DEDUCTIBLES

Business Liability - Property Damage \$1,000
Other deductibles may apply - refer to policy

SECTION II - LIABILITY

Table with columns: COVERAGE, LIMIT OF INSURANCE. Rows include Coverage L - Business Liability (\$1,000,000), Coverage M - Medical Expenses (Any One Person) (\$5,000), Damage To Premises Rented To You (\$100,000), AGGREGATE LIMITS, Products/Completed Operations Aggregate (\$2,000,000), General Aggregate (\$2,000,000).

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

- CMP-4102 Businessowners Coverage Form
CMP-4600 Artisan and Service Contractor
FE-6999.2 Terrorism Insurance Cov Notice
CMP-4247 Amendatory Endorsement
CMP-4786 Addl Insd Owners Lessee Sched
CMP-4787 Waiver of Trans Rgt of Recov

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Continued on Reverse Side of Page

RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B7-G123-4

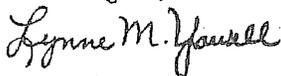
CMP-4854 Lenders Loss Payable
CMP-4793 AI State Political Perm Prem
FD-6007 Inland Marine Attach Dec

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.


Secretary


President



RENEWAL DECLARATIONS (CONTINUED)

Artisan And Service Contractor Policy for CITY OF STANWOOD
Policy Number 98-B7-G123-4



NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

0405-ST-0000



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

P.O. Box 799100
Dallas, TX 75379-9100

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	98-B7-G123-4	
Replaces Number	98-B3-S349-9	
Policy Period	Effective Date	Expiration Date
1 Year	JAN 15 2017	JAN 15 2018
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-15-2412-FBA1 F E

Named Insured

TRU-VIEW GLASS & WINDOW INC
PO BOX 988
STANWOOD WA 98292-0988



0505-ST-0000

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium \$ 235.00

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

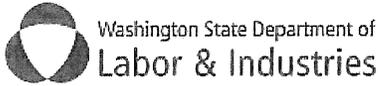
Forms, Options, and Endorsements

- FE-8724 Inland Marine Conditions
- FE-8744 Inland Marine Computer Prop
- FE-8756.1 Installation Endorsement
- FE-8760 Mobile Equipment Form

See Reverse for Schedule Page with Limits

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NOV 30 2016
FD-6007

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Tru-View Glass & Windows Inc

Owner or tradesperson	8808 271ST ST N.W.
Principals	STANWOOD, WA 98292
PETERSON, CANDICE J, PRESIDENT	360-629-3860
Doing business as	SNOHOMISH County
Tru-View Glass & Windows Inc	

WA UBI No.	Business type
602 890 372	Corporation

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

<u>Construction Contractor</u>	Active.
	Meets current requirements.

License specialties
GENERAL

License no.
TRUVIGW918CS

Effective — expiration
02/10/2009— 02/10/2017

Bond

State Farm Fire & Cas Co	\$12,000.00
Bond account no. 98BAS1236	
Received by L&I 01/31/2013	Effective date 01/30/2013
	Expiration date Until Canceled

Bond history

Insurance

State Farm Fire & Cas Co	\$1,000,000.00
Policy no. 98B4X0829	
Received by L&I 01/26/2016	Effective date 01/15/2016
	Expiration date 01/15/2017

Insurance history

Savings
No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

Cause no. 15-2-01057-6	<u>Open</u>
Complaint filed by GENE & RUTH AVEN	Complaint against bond(s) or savings 98BAS1236

Complaint date
07/31/2015

Complaint amount
\$6,596.00

Cause no.
11-2-23518-1SEA

Dismissed
Complaint against bond(s) or savings
98BAS1236

Complaint filed by
WEATHERVANE WINDOWS LLC

Complaint date
07/11/2011

Complaint amount
\$14,372.38

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

Infraction no.
NBOIM00756

Satisfied
RCW/WAC
18.27.114(1) RCW

Issue date
08/10/2015

Violation city
STANWOOD

Violation amount
\$500.00

Type of violation
CONSTRUCTION INFRACTION

Description
Failure to provide consumer with the required disclosure statement signed and dated by the customer.

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
180,337-00

Account is current.

Doing business as
TRU-VIEW GLASS & WINDOWS INC

Estimated workers reported
Quarter 3 of Year 2016 "4 to 6 Workers"

L&I account representative
T2 / SUSAN BETTS (360)902-4828 - Email: BETT235@lni.wa.gov

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
03/10/2016

No violations

Inspection no.
317939568

Location
8808 271st St Nw
Stanwood, WA 98292-5996