

**COVERSHEET
DOCUMENTS POSTED ON BUILDER'S EXCHANGE OF WASHINGTON**



Project Name	UT 3826 2024 WPCF Biosolids Removal
Contractor Name	American Process Group LLC
Bid Opening Date	October 10, 2023
City Clerk's Digital Certification Stamp	



PUBLIC WORKS

**CITY OF EVERETT, WASHINGTON
SPECIFICATIONS, PROPOSAL, AND CONTRACT DOCUMENTS
FOR**

2024 WPCF BIOSOLIDS REMOVAL

WORK ORDER # UT 3826-2

August 23, 2023

Prepared By:
Joseph Ferguson

City of Everett Public Works
3200 Cedar Street
Everett, WA 98201

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CITY OF EVERETT
SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR
2024 WPCF BIOSOLIDS REMOVAL

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SECTION 00 1113 - ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for the **2024 WPCF Biosolids Removal** will be received at the Purchasing Counter, 3200 Cedar Street, Door #5, Everett, WA, 98201, until **2:00 p.m. on Tuesday, October 10th, 2023**. The Purchasing Counter is open Monday - Friday, from 8:00am - 3:00pm. At the appointed time, all bids will be opened and read aloud publicly via webcast only. The link for the webcast is located at <https://www.everettwa.gov/319/purchasing>. For questions regarding logging into the webcast call (425) 257-8903. The engineer's estimate for this Project is **\$1,200,000**, not including sales tax.

The City of Everett owns a Water Pollution Control Facility (WPCF) located near Everett, WA and is seeking a Contractor to dredge and dewater 2,000 dry tons of biosolids from the City's wastewater lagoon, Aeration Cell #2 at the WPCF. The Water Pollution Control Facility is located at 4027 4th Street Southeast, Everett WA. Contractor is expected to conduct their operations and manage the dewatered biosolids on the City's Biosolids Pad. **Mandatory pre-bid walk-throughs are scheduled at 10:30 a.m. on September 21st, 2023, and at 10:30 a.m. on September 26th, 2023. All bidders are required to attend a walk-through one of the two dates provided.** Prospective bidders will meet at the WPCF for the walk-through. Any questions and/or answers from these walk throughs that may affect the bid will be included in an addendum to the bid documents and sent to all the plan holders.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Everett". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

All bids must be made upon the City forms provided for this purpose and must be accompanied by a bid bond or certified check or cashier's check in an amount not less than five percent (5%) of the total amount of the Bid, all in accordance with the Contract Documents. One hundred (100) percent payment and performance Bonds will be required of the successful Bidder to guarantee faithful performance of the contract. The City reserves the right to reject any and all bids and to waive any irregularities or informalities. No Bidder may withdraw his Bid after the hour set for the opening thereof.

The City further reserves the right to make the bid award as deemed in the best interest of the City. The right is reserved by the City to postpone the award for a period of 45 days after bid opening.

The Contractor will be required to comply with all local, State, and Federal laws and regulations pertaining to equal employment opportunities.

By order of the City Council, Everett, Washington.

END OF SECTION 00 1113

SECTION 00 2113 INSTRUCTIONS TO BIDDERS

1-00 INTRODUCTORY MATTERS

General Description and Location of Project

The Work to be performed will include furnishing all labor, materials and equipment necessary to perform all Work as required by the Contract in accordance with the Contract Documents.

The Project is located at 4027 4th Street Southeast, Everett WA. See Appendix A.

Project Manager

Questions and inquiries about these Contract Documents should be directed in writing to the attention of the Project Manager Joseph Ferguson at 425-257-6789 or email JFerguson@everettwa.gov.

Standard Specifications

The following other Specifications and Standard Plans shall apply **only to the extent** that they are called out in the Contract Documents.

- WSDOT "2021 Standard Specifications for Road, Bridge and Municipal Construction", hereinafter referred to as the "Standard Specifications."
- City of Everett "Design and Construction Standards and Specifications" (Revised January 2018), as found online on the City's Website at: <https://everettwa.gov/1531/Design-Construction-Standards>
- "Standard Plans for Road and Bridge Construction," latest edition as prepared by WSDOT.
- "Manual on Uniform Traffic Control Devices" (MUTCD), latest edition.
- APWA Standards, latest edition.
- AWWA Standards, latest edition.
- American Concrete Institute (ACI), latest edition

1-01 DEFINITIONS AND TERMS

1-01.1 Definitions

Definitions are found in SECTION 7200 GENERAL CONDITIONS.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Bidder Responsibility Criteria

1-02.1(1) Mandatory Bidder Responsibility Criteria

Bidder shall meet mandatory responsibility criteria in accordance with RCW 39.04.350(1). The City may require Bidder to submit documentation demonstrating compliance with the criteria under this 1-02.1(1). Bidder must:

1. Registration. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Bid submittal; and

2. UBI. Have a current Washington Unified Business Identifier (UBI) number; and
3. State Requirements. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
4. Disqualification. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Prevailing Wage Training. Unless Bidder has completed three or more public works projects and had a valid business license for three or more years, Bidder must have received Department of Labor and Industries training on the requirements related to public works and prevailing wage under RCW 39.12 and RCW 39.04.
5. Certification of Wage Compliance. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
6. Apprentices. If the Project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.

1-02.1(2) Supplemental Bidder Responsibility Criteria

If this Project is subject to supplemental bidder responsibility criteria, then such criteria will be contained in SECTION 00 2213, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS. If there is no SECTION 00 2213, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS in the bid package, then the Project is not subject to supplemental bidder responsibility criteria.

1-02.2 Plans and Specifications

Information as to where bid documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the Work.

1-02.3 Not Used

1-02.4 Examination of Plans, Specifications, and Site of Work

1-02.4(1) General

The Bidder shall carefully examine the Contract Documents. Submittal of a Bid shall be conclusive evidence that the Bidder has made these examinations and understands all requirements for the performance of the completed Work. The Bidder further warrants, agrees, and acknowledges by submitting a Bid that it:

1. Has taken steps reasonably necessary to ascertain the nature and location of the Work, including without limitation the actual physical conditions of and at the location, surface and subsurface conditions, and conditions ordinarily to be encountered and generally recognized as inherent in the Work;
2. Has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:
 - a. Conditions bearing upon acquisition, transportation, disposal, handling, and storage of materials;
 - b. The availability of labor, materials, services, utilities (including without limitation water and electric power), and roads;
 - c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - d. The conformation and condition of the ground;
 - e. The character of equipment and facilities needed preliminary to and during Work performance;
 - f. The site biological hazards and associated physical hazards;
 - g. Access to the Site;
 - h. Environmental factors; and
 - i. All other data, matters and things requisite to the fulfillment of the Work.
3. Has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Work site (including material sites) as well as from the bid documents and other information made a part of this Contract, and, if physical testing by Bidder of the Site is permitted by the City, Bidder has completed such testing to its satisfaction; and
4. Has satisfied itself as to the adequacy of time allowed for the completion of the physical Work on the Contract.

Any failure of the Bidder to take the actions described and acknowledged in this clause shall not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or from proceeding to successfully perform the Work without additional expense to the City.

The Bidder agrees that the City shall not be liable to it on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the Bidder's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.

The Bidder shall be familiar and comply with all Federal, State, tribal, and local laws, ordinances, and regulations which might affect those engaged in the Work. The City will not consider any plea of misunderstanding or ignorance of such requirements.

Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.

Prospective Bidders are advised that projects with Work on or adjacent to water may require insurance coverage in compliance with:

1. The Longshoremen's and Harbor Worker's Compensation Act (administered by U.S. Department of Labor), or
2. The State Industrial Insurance (administered by the Washington State Department of Labor and Industries), or
3. Both.

The Contractor shall bear all cost for such insurance as provided in the Contract Documents.

No Claim shall be allowed because of any ambiguity in the Contract if:

1. The Bidder discovers an ambiguity but fails to notify the City, or
2. The Bidder failed to discover a patent ambiguity that would be discovered by a reasonably prudent contractor in preparing its Bid.

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business seven business days preceding the Bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

Bidder acknowledges that the Bidder has not relied on representation or warranty of the City not expressly included in the Contract Documents.

The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of the Drawings and Specifications or Site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not relied upon City or Engineer furnished information regarding site conditions in preparing and submitting a Bid.

1-02.4(1)A Interpretation of Contract Documents

Should a Bidder find what is believed to be discrepancies in or omissions from the Plans, Specifications, or any other Contract Document, or should the Bidder be in doubt as to their meaning, Bidder may submit to the City a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the

documents, if made, will be made only by addendum duly issued. **All requests for interpretations must be received by the City or Engineer no later than 7 calendar days prior to the bid opening date.** All questions regarding the Contract Documents shall be referred to the City at the address provided in the Contract Documents.

1-02.4(1)B Prevailing Wages

Bidder is directed to the Contract Documents for requirements regarding applying payment of prevailing wage rates for employment of labor on within Snohomish County.

All laborers, workmen, or mechanics in each trade or occupation employed in the performance of the Contract either by Contractor, Subcontractor, or other person doing Work shall be paid not less than the prevailing rate of wage as defined in RCW 39.12.010. Current prevailing wage rates may be found online at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. The rules and regulations noted within the Contract Documents are available from:

State of Washington Department of Labor and Industries
Prevailing Wage Section
PO Box 44540
Olympia, WA 98504-4540
(360) 902-5335
pw1@lni.wa.gov

Bidders are advised to examine and to be thoroughly familiar with such requirements. No claim for additional compensation will be allowed that is based upon a lack of knowledge of these requirements or a failure to include adequate increases in such wages over the term of this Contract in the Bidder's Bid.

1-02.4(2) Subsurface Information

If the City has made subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the City will be made available for inspection by the Bidders. The boring logs and soil sample test data shall NOT be considered as part of the Contract. In addition, the City makes no representation or warranty expressed or implied that:

1. The Bidders' interpretations from the boring logs are correct,
2. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made, and
3. The ground at the location of the borings has not been physically disturbed or altered after the boring was made.

The City specifically makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the

specific borings regardless of any subsurface information the City may make available to the prospective Bidders.

The boring log data and soil sample data, if any, are included in the bid documents.

If there is a geotechnical report made by the City, Bidder may contact the Project Manager to arrange to view the geotechnical report.

1-02.5 Bid Form

The City reserves the right to arrange the bid forms with alternates and additives, if such be to the advantage of the City. The Bidder shall bid on all alternates and additives set forth in the Bid Form unless otherwise specified.

1-02.6 Preparation of Bid

Bids shall be submitted on the forms provided by the City and found in the Contract Documents. All blank spaces in the Bid form shall be legibly filled in using a non-erasable medium. Do not qualify Bids, since this will automatically be cause for rejection of the Bid.

A Bid will be rejected if the authorized Bid form furnished by the City is not used.

Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.

Bidders are warned against making erasures or alterations of any kind to the Bid Form, and bids that contain omissions, erasures, or irregularities of any kind may be rejected. No oral, telegraphic, electronic, or telephonic bids or modifications will be considered.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

RCW 35.22.650 CERTIFICATION

Contractor agrees that the Contractor shall actively solicit the employment of minority group members. Contractor further agrees that the Contractor shall actively solicit Bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor is required to submit evidence of compliance with this section as part of the Bid by completing and submitting with the Bid the RCW 35.22.650 CERTIFICATION.

PROPOSED SUBCONTRACTORS FORM

Bidder shall complete SECTION 00 4336 – PROPOSED SUBCONTRACTORS FORM and submit it with the Bid.

NONCOLLUSION AFFIDAVIT

The City has determined every Bidder must submit a Non-Collusion Affidavit for every Project. Accordingly, the Bidder shall submit a “Non-Collusion Affidavit”, contained in the Contract Documents as SECTION 4519 NONCOLLUSION AFFIDAVIT, with the Bid. If the City has reason to believe that collusion exists among Bidders, the City will reject the Bids of the known participants in such collusion and may, at its option, require that all Bidders certify under penalty of perjury, that no collusion has occurred or exists.

1-02.7 Bid Security

Bid Security in the amount of at least 5 percent of the Total Bid shall accompany each Bid. This security may be by certified check, cashier's check, or a bid bond made payable to the City of Everett. A bid bond shall be on the form provided in the Contract Documents. A bid bond shall not be conditioned to modify the minimum 5-percent required. The surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a bid security of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the City of Everett.

Bid security shall serve as evidence of good faith and as a guarantee that if awarded the Contract the Bidder will execute the Contract and provide bonds as required by the Bid. Should the successful Bidder fail to enter into the Contract, furnish a satisfactory performance and payment bond, and furnish evidence of insurance within 14 calendar days after the award date unless such date is extended by the City, the certified check, cashier's check or bid bond shall be forfeited as liquidated damages.

1-02.8 Not Used.

1-02.9 Delivery of Bid

Bidder shall submit Bidder's Bid in a sealed opaque envelope that clearly and legibly notes the Project Name, the time and date of the bid opening, and the Bidder's name and address on the outside of the envelope.

The City will not open or consider any Bid or any supplement to a Bid that is received after the time specified for receipt of Bids, or received in a location other than that specified for receipt of Bids.

1-02.10 Withdrawing, Revising, or Supplementing Bid

After submitting a physical Bid Form to the City, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bids, and
2. The City receives the request before the time set for receipt of Bids, and
3. The revised or supplemented Bid (if any) is received by the City before the time set for receipt of the Bid.

The original physical Bid Form may be supplemented, or revised and resubmitted as the official Bid if the City receives it before the time set for receipt of Bids.

Email, fax or telephone requests to withdraw, revise, or supplement a Bid are not acceptable.

Resubmitted Bids shall be in full compliance with the bidding requirements. Bid deposit shall be in an amount sufficient for the Bid as resubmitted.

After the scheduled time for opening Bids, no Bidder will be permitted to withdraw its Bid unless the award of contract is delayed for a period exceeding 45 calendar days. Proposals received after the scheduled closing for opening Proposals will be returned unopened to the Bidder.

1-02.11 Not Used

1-02.12 Public Opening of Proposals

1-02.12(1) Postponement of Opening

Proposals will be opened and publicly read at the time indicated in the call for Bids unless the Bid opening has been delayed or canceled. Bidders, their authorized agents, and other interested parties are invited to be present.

If an emergency or unanticipated event interrupts normal work processes of the City so that Bids cannot be opened at the time indicated in the call for Bids the time specified for opening of Bids will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the City resume.

The City reserves the right to postpone the date and time for receiving or opening of Bids, or both, at any time prior to the date and time established in the Notice to Bidders. Postponement notices shall be provided to Bidders in the form of addenda.

1-02.12(2) Video Conferencing

The City reserves the right to open and publicly read Bids by use of video-conferencing, such as by Microsoft Teams, Zoom or other application.

1-02.13 Irregular Bids

1. A Proposal will be considered irregular and will be rejected if:
 - a. The authorized bid form furnished by the City is not used or is altered;
 - b. The completed bid form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - c. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - d. A price per unit cannot be determined from the Bid Form;

- e. The Bid Form is not properly executed;
 - f. The Bidder fails to submit or properly complete on the form provided by the City a Subcontractor list, if applicable, as required in these Instructions;
 - g. The Bidder fails to submit or properly complete a RCW 35.22.650 Certification, as required in these Instructions;
 - h. The Bidder fails to submit or properly complete a Non-collusion Affidavit, as required in these Instructions;
 - i. The Bid Form does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. If the Bid Form includes unit prices, the Bidder's Bid Form does not include a unit price for every Bid item;
 - b. If the Bid Form includes unit prices, any of the Bidder's unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City, as determined by the City;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Bid Form entries are not made in ink.

1-02.14 Disqualification of Bidders

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended, and noted in 1-02.1(1).

The City will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the City reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the City determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the City shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two business days of the City's determination by presenting its appeal and any additional information to the City. The City will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the City will not execute a contract with any other Bidder until at least two business days after the

Bidder determined to be not responsible has received the City's final determination.

If the Contract Documents contain supplemental responsibility criteria, then a Bidder will be deemed not responsible if the Bidder does not meet those criteria, all as set forth in SECTION 00 2213, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS.

1-02.15 Pre-Award Information

Before awarding any contract, the City may require one or more of these items or actions of the apparent lowest responsible Bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule, in a form the City requires, showing the order of and time required for the various phases of the Work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the City of Everett.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the Bidder is the lowest responsible bidder.

After Bid opening, but prior to award, the apparent successful Bidder shall, if requested by the City, attend a pre-award conference to respond to questions by the City regarding evaluation of Bids. The City will emphasize items such as insurance and bonding that will assist in prompt issuance of the Notice to Proceed. By conducting a pre-award conference, the City has not thereby waived its right to make determinations regarding responsiveness and responsibility of the Bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Bids will be evaluated by the City to determine which bid is the lowest responsive bid by a responsible bidder and which bid, if any, should be accepted in the best interest of the City. The right is reserved by the City to waive informalities in the bidding, accept a Bid of the lowest responsible Bidder, reject any or all Bids, republish the call for Bids, revise or cancel the Work, or require the Work to be done in another way if the best interest of the City is served.

Within 5 days after the opening of Bids (or such longer time as the City may grant in writing), a Bidder who wishes to claim error shall submit a notarized affidavit signed by the Bidder, accompanied by original work sheets used in the preparation

of the Bid, requesting relief from the responsibilities of Award. The affidavit shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. The Engineer will review the certified work sheets to determine the validity of the claimed error and make recommendation to the City. If the City concurs in the claim of error, the Bidder will be relieved of responsibility, and the bid deposit of the Bidder will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or Award made to next lowest and responsive Bidder.

1-03.1(2) Preference for Resident Contractors

In accordance with RCW 39.04.380, if a Bid is received from a nonresident contractor from a state that provides a percentage bidding preference and does not have an office located in Washington, then a comparable percentage disadvantage will be applied to the Bid of that nonresident contractor.

1-03.1(3) Tie Bids

After opening Bids, if two or more lowest responsive and responsible Bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this section. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

1-03.2 Award of Contract

Within 45 days after the opening of Bids, the City will act either to accept the Bid from the lowest responsive, responsible Bidder, or to reject all Bids. The City reserves the right to request extensions of such Bid acceptance period. If the lowest responsible Bidder and the City cannot agree on an extension by the 45 day deadline, the City reserves the right to award the Contract to the next lowest responsible Bidder or reject all Bids.

The acceptance of a Bid will be evidenced by a written Notice of Award of Contract delivered in person or by certified mail to the Bidder whose Bid is accepted, together with a request to furnish a Contract Bond and evidence of insurance and to execute the Contract set forth in the Contract Documents. No Contract is formed until the Contract Execution Date.

1-03.3 Execution of Contract

Successful Bidder has 14 calendar days after receiving the Notice of Award to submit the following documents to the City:

- Two executed copies of the Contract.
- Two original payment bonds and two original performance bonds submitted on forms contained in Contract Documents.

- Certificate of Insurance and additional insured endorsements in accordance with the Contract Documents.

Until the City executes a Contract, no Bid shall bind the City nor shall any Work begin within the project limits or within City-furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the City.

If the Bidder experiences circumstances beyond their control that prevents return of the Contract Documents within 14-calendar days after the Award Date, the City may grant more time for return of the documents, provided the City deems the circumstances warrant it.

A Contract shall not be formed until the Contract Documents are signed by the Mayor.

1-03.4 Contract Bonds

The Contractor shall provide a separate payment bond and performance bond, each in the amount of 100 percent of the Contract Sum and each in the form contained in the Contract Documents. The bonds must be accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

1-03.5 Failure to Execute Contract

Failure to return the insurance certification and bonds with the signed Contract as required in these Instructions, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington shall result in forfeiture of the bid bond or deposit of this Bidder. If this should occur, the City may then Award the Contract to the second lowest responsible Bidder or reject all remaining Bids. If the second lowest responsible Bidder fails to return the required documents as stated above within the time provided after Award, the Contract may then be Awarded successively in a like manner to the remaining lowest responsible Bidders until the above requirements are met or the remaining Bid are rejected.

In addition, failure to have or obtain a City of Everett business license prior to executing the Contract, unless immediately cured by Bidder after notice from the City, shall result in forfeiture of the proposal bond or deposit of this Bidder.

1-03.6 Return of Bid Deposit

When Bids have been examined and corrected as necessary, proposal bonds and deposits accompanying Bids ineligible for further consideration will be returned. All other proposal bonds and deposits will be held until the Contract has been properly executed. When the Contract has been properly executed, all remaining deposits or bonds, except those subject to forfeiture, will be returned.

Within 15 calendar days after the Bids are opened, the City will return the bid deposit accompanying the Bids that are not to be considered in making the Award.

1-03.7 Judicial Review

All protests by Bidders must be in accordance with Chapter 3.46 of the Everett Municipal Code, "Bid Protest Procedures."

The exclusive venue of all lawsuits shall be in Snohomish County Superior Court.

OTHER MATTERS

Time of Completion

The Contractor shall complete the Work on or before the date or dates specified in Section 00 5213 -AGREEMENT FORM

Equal Employment Opportunity

The Contractor will be required to assure that equal employment opportunities will be in effect to all individuals throughout the duration of this Contract, pursuant to SECTION 00 7200, Part 7 "Labor Standards," of the Contract Documents. The Contractor must comply with all local, State and Federal laws pertaining to non-discrimination and equal employment opportunity.

Sales Tax

The Washington State Department of Revenue has issued special rules on the State sales tax. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability. The Contractor shall not include State retail sales taxes in the unit bid prices. A separate line item for applying State retail sales tax is provided in the Bid Form.

Limitations Regarding Contractor's Claim for Damages

Bidders should review the Contract Documents regarding limitations on claims for damages.

Delays and Interference

Bidders should review the Contract Documents regarding delays and interference.

Business License

A City of Everett business license is required for the Contractor and Subcontractors performing Work on this Project.

BIDDER'S CHECKLIST

Forms for Submission with the Bid

The Bidder's attention is especially called to the following forms that must be executed in full as required and submitted with the Bid.

1. Bid Form: Show the lump sum and unit price items in the spaces provided on the Bid Form. To be filled in and signed by the Bidder
2. Subcontractors Form: To be filled in by the Bidder, if required by these Instructions.
3. Bid Security: This form is to be executed by the Bidder and the surety company unless Bid is accompanied by a certified or cashier's check, as required by these instructions. The amount of the bond or cashier's check, which shall be not less than five percent of the Total Bid Amount, may be shown in dollars or on a percentage basis.
4. RCW 35.22.650 Certification: To be filled in and signed by the Bidder.
5. Non-Collusion Affidavit: To be signed, notarized and submitted with the Bid.

Failure to complete and fully execute the aforementioned forms and to submit them with the Bid may result in rejection of Bid.

Forms for Submission after Award of Contract

The following forms are to be executed after the award of Contract:

1. Contract: This Contract to be executed by the successful Bidder in duplicate within 14 calendar days after the award date.
2. Payment and Performance Bonds: These forms are to be executed by the successful Bidder and his surety company in triplicate. The amount of these bonds shall be 100 percent of the Total Bid and shall be submitted with the Contract.
3. Proof of Insurance: Insurance certificates and endorsements shall be obtained and maintained in force in accordance with SECTION 00 7200, Part 15 "Liability and Insurance", of the Contract Documents.
4. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
5. Statement of Intent to Pay Prevailing Wage (L&I Form F700-029-000) and Affidavit of Wages Paid (F700-007-000) from the Contractor, Subcontractor and agents to the Subcontractor shall be submitted to the Employment Standards Division, State Department of Labor and Industries, Olympia, Washington. If the prime contract is over \$1,000,000, then Contractor also needs to submit L&I Form F700-164-000 (Affidavit of Wages Paid EHB 2805 Addendum).
6. Weekly Statement with Respect to Payment of Wages (U.S. Dept of Labor Form WH347): Contractors, Subcontractors, and agents to Subcontractors using Payroll Form WH347 may use State of Compliance found on the back of the form.
7. Weekly Statement of Compliance (U.S. Dept of Labor Form WH348). Contractors, Subcontractors, or agents to Subcontractors not using Payroll Form WH347 shall attach the Statement of Compliance Form WH348 to each payroll.
8. Approval of Subcontractors: Contractors shall request approval of Subcontractors on a form provided by the City prior to their working on the Site.
9. Construction Progress Schedule: To be submitted as required by Section 00 7200, Part 5 "Progress and Completion", of the Contract Documents by the Contractor within ten calendar days, or such time as determined by the City, after the date of receipt of Notice to Proceed.
10. Traffic Control Plan: Standard Traffic Control Plans are included in the City's Design and Construction Standards. If, and to the extent, such plans are not sufficient, complete or adequate to support the Bidder's planned means and methods of performing the Work, the Bidder must develop an adequate, complete and sufficient traffic control plan at its cost, that shall be submitted for the City's approval prior to construction. Deviation from the Standard Plans must be submitted by the Contractor and approved by the City prior to construction.

11. Disposal Sites: Provide the City with the location of all disposal sites to be used, and also provide copies of the permits and approvals for such disposal sites. The Contractor shall provide the City with copies of all permits for disposal and storage of surplus materials within ten calendar days after award of the Contract.

END OF SECTION 00 2113

SECTION 00 2213 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 GENERAL

- A. It is the intent of City to award a contract to the lowest responsive and responsible Bidder. Before award, the Bidder must also meet the supplemental bidder responsibility criteria listed below. Further, the apparent low Bidder and second apparent low bidder must submit the Bidder Qualification Statement (Section 00 4513) and any other documentation listed below to the City within one business day after the bid opening, unless the City's project manager, in writing, allows additional time. The City reserves the right to require such documentation from other bidders also.

1.2 SUPPLEMENTAL RESPONSIBILITY CRITERIA

- A. Experience
 - 1. Criteria:
 - a. The Bidder must have successfully completed at least three (3) Similar Projects within the ten (10) years prior to bid opening.
 - b. The Bidder's project manager for the Project must have successfully supervised to completion at least three (3) Similar Projects within the ten (10) years prior to bid opening.
 - c. The Bidder's superintendent for the Project must have successfully supervised to completion at least three (3) Similar Projects within the ten (10) years prior to bid opening
 - d. The Bidder's principal foreman for the Project must have successfully supervised to completion at least three (3) Similar Projects within the ten (10) years prior to bid opening.
 - 2. Definition of Similar Project:
 - a. A "Similar Project" means a project that meets all of the following requirements:
 - 1) Awarded total contract value of at least \$500,000.
 - 2) Dredging and dewatering of at least 1,000 dry tons of wastewater lagoon residuals.
 - 3. Documentation: The Bidder shall submit the Bidder Qualification Statement as provided in Section 00 4513. The City may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with these criteria.
 - 4. Evaluation: In evaluating whether these criteria are met, the City may check references for the previous projects and may evaluate the project owner's

assessment of the Bidder's performance, including but not limited to the following areas:

- a. Quality control;
- b. Safety record;
- c. Timeliness of performance;
- d. Use of skilled personnel;
- e. Management of subcontractors;
- f. Availability of and use of appropriate equipment;
- g. Compliance with contract documents;
- h. Management of submittals process, change orders, and close-out.

1.3 PROCEDURE

A. Requests for Criteria Modification.

1. A Bidder may request that City modify the supplemental bidder responsibility criteria listed above. This request must be in writing to the City project manager and must be received by the City project manager at least ten business days before the bid opening. The City project manager will evaluate the information submitted by the Bidder and will respond within three business days after receipt of the request. If City evaluation results in a change of the criteria, the City will issue an addendum to the bid documents identifying the new or revised criteria. Any protest of a City decision regarding a request for criteria modification must be in strict conformity with Everett Municipal Code Chapter 3.46, Bid Protest Procedures.

B. Additional Information.

1. The City may require that the Bidder submit information in addition to the Bidder's Supplemental Responsibility Statement. The City may requirement supplementation or revision of the Bidder's Supplemental Responsibility Statement. The City also reserves the right to obtain information from third parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The City may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

C. Appeal of Responsibility Decision.

1. If the City determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible bidder, the City will notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, the Bidder may appeal to the director of the City department responsible for this Contract (the "Director") by presenting additional information to the Director in writing within two (2) business days after receipt of the City's determination. The Director will consider the appeal and any additional information and will issue a decision

regarding the appeal. Any protest by Bidder of the Director decision must be in strict conformity to Everett Municipal Code Chapter 3.46, Bid Protest Procedures, which (among other requirements) requires that any protest be filed with the City Clerk no later than the business day prior to the date of City Council proposed award or rejection of all bids. The City will not execute a contract with any other Bidder until two business days after the Bidder determined to be not responsible has received the Director decision or, if a protest is filed under Everett Municipal Code Chapter 3.46, until two business days after the Bidder receives written notice of the City's final determination of the protest.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 2213

SECTION 00 2513 - PRE-BID MEETING

1.1 SUMMARY

- A. Two pre-bid meetings will be held to discuss the project. Attendance of at least one of the pre-bid meetings is **mandatory** for all prospective bidders. At these meetings the items on the Agenda will be covered (see 1.5 AGENDA). The meetings will include a site walk of the WPCF Biosolids Pad.
- B. Each Bidder must sign the sign-in sheet at the meeting.
- C. Attendance at a pre-bid meeting is one of the supplemental responsibility criteria under Supplemental Instructions to Bidders (Section 00 4513). A Bid received from a Bidder who did not attend one pre-bid meeting and sign the sign-in sheet will be found not responsible and the bid will be rejected.

1.2 DATE

- A. Meeting 1 - September 21st, 2023
- B. Meeting 2 – September 26th, 2023

1.3 LOCATION

- A. The meeting place will be at the WPCF site: 4027 4th Street SE, Everett WA.

1.4 TIME

- A. On September 21st, the meeting/site visit will start promptly at 10:30 a.m.
- B. On September 26th, the meeting/site visit will start promptly at 10:30 a.m.

1.5 AGENDA

- A. Review Scope of Project
- B. Review required documents to be submitted with the Bid Form
- C. Bid Due Date
- D. Review Scope of Work
- E. Review Addendums to date

- F. Review bid documents, instructions to bidders, etc.
- G. Review Bid Sheet
- H. Receive questions, comments from bidders
- I. Allow Contractors to take samples

1.6 ADDENDA

- A. Questions received during the walk through shall be noted and answered as addenda.
- B. All other questions or interpretations must be in writing and received by the City no later than 7 calendar days prior to the bid opening date.

END OF SECTION 00 2513

SECTION 00 4113 - BID FORM -

1.1 BIDDER INFORMATION

Project Title: 2024 WPCF Biosolids Removal

Project No.: UT 3826-2

Date: _____

Submitted by: _____

Company Name and
Address: _____

1.2 OFFER

- A. Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Owner for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the prices listed in this Bid Form.

We have included the Bid security as required by the Instructions to Bidders.

All applicable federal taxes are included, and State of Washington taxes are excluded from the Unit Prices.

Our bid includes overhead, profit, performance and payment bonds, and all other expenses involved whatsoever.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
1.	Mobilization and Demobilization	LS	1	N/A	\$_____.____
2.	Decontamination of Equipment	LS	1	N/A	\$_____.____
3.	Dry Tons Biosolids Removed, Dewatered, & Placed on Biosolids Pad	Dry Ton	2,000	\$_____.____	\$_____.____
4.	Force Account (Section 00 7200)	—	N/A	N/A	<u>\$10,000.00</u>
				SUBTOTAL	\$_____.____
				Washington State Sales Tax @ 9.9%	\$_____.____
				TOTAL BID	\$_____.____

1.3 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 45 days from the Bid closing date.
- B. If this Bid is accepted by the Owner within the time period stated above, we will:
 1. Execute the Agreement within 14 days of receipt of Notice of Award.
 2. Furnish the required 100% payment and 100% performance bonds within 14 calendar days of receipt of Notice of Award in the form described in Contract Documents.
 3. Commence Work within seven calendar days after receipt of Notice to Proceed.
- C. If this Bid is accepted within the indicated time, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which Contract is signed.
- D. In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the

Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.4 CONTRACT TIME

- A. If this Bid is accepted, we will:
1. Begin work immediately after receiving Owner's letter of Notice to Proceed and to reach Substantial Completion within the dates required under the Contract Documents.
 2. Agree to pay liquidated damages to the City as stated in the Contract in the event the project is not completed on or before required time periods.
 3. Contract with the Owner using the Contract form provided herewith, on the terms and conditions contained herein, to do everything necessary to complete the construction of the project in the allotted time.

1.5 ADDENDA

- A. Following Addenda have been received, and the modifications to the Bid Documents noted below have been considered and all costs are included in the Bid.
- Addendum No....., dated
- Addendum No....., dated
- Addendum No....., dated
- Addendum No....., dated

1.6 BIDDER CERTIFICATIONS

- A. Bidder, at the time of submitting this Bid and throughout the period of the contract, will remain licensed by the state of Washington to perform the type of work required under the Contract Documents.
- B. Bidder is skilled and regularly engaged in the general class and type of work required by the Contract Documents and has the capability to successfully manage construction projects.
- C. Bidder agrees to provide upon written request of the City all information related to its qualifications and those of its key personnel and its proposed Subcontractors.
- D. Bidder certifies that its Bid is in all respects fair, and is made without collusion on the part of any person, firm, or corporation mentioned below, and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the Bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.

1.7 DESIGNATED/AUTHORIZED REPRESENTATIVE

- A. Bidder designates _____ of its office to which notice of acceptance of this Bid may be mailed, emailed or delivered.
- B. City may provide notice of any kind to the Bidder using the email address Bidder provides below.
1. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

1.8 INTERESTED PARTIES

- A. The full names and residences of all persons and parties interested in this Bid as principals are as follows:

NAME	TITLE	ADDRESS
------	-------	---------

_____	_____	_____
_____	_____	_____
_____	_____	_____

1.9 BID FORM SIGNATURES

- A. By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 7200 – GENERAL CONDITIONS and certifies that coverage will be provided as required.
- B. The undersigned also hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. The undersigned declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.

Signed this _____ day of _____, 2022

Name of Bidder: _____

Signature of Bidder's Authorized Agent: _____

City and State Where Signed: _____

Title: _____

Phone: _____

State of Incorporation _____ Contractor's License No. _____

Washington State _____

Email address of Bidder's authorized Agent:

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END OF SECTION 00 4113

SECTION 00 4313 - BID SECURITY FORM

BID SECURITY/DEPOSIT

Bidder herewith guarantees its bid by depositing one of the following with its bid/proposal in an amount of five percent (5%) or more of the bidder's total bid/proposal:

- ☐ Certified check
- ☐ Cashier's check
- ☐ Bid Bond

Signature

BID BOND

Bond No. _____
Project: 2024 WPCF Biosolids Removal
Project No. UT 3826-2

KNOW ALL MEN BY THESE PRESENTS,
that _____ [Contractor], a
corporation organized under the laws of the State of _____, and
registered to do business in the State of Washington as a contractor, as
Principal, _____ and
_____ [Surety],
a corporation organized under the laws of the State of _____ and
registered to transact business in the State of 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 City in the sum of
_____ and __/100's Dollars (\$_____),
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.

NOW, THEREFORE, the condition of this obligation is such that the Surety
is held and bound to the City to pay and forfeit to the City the amount of this
bond as provided herein, upon the conditions contained herein, unless the
conditions for release contained herein are satisfied or expressly waived in
a writing signed by the City Attorney.

It is expressly understood and agreed that:

- A. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon default of Bidder the penal sum set forth on the face of this Bond.
- B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding documents the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents.
- C. This obligation shall be null and void if:
 - 1. The City accepts Bidder's bid and Bidder delivers within the time required by the bidding documents (or any extension thereof agreed to in writing by the City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or
 - 2. All bids are rejected by the City.
- D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- E. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by the City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.
- F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.
- G. 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.

- H. Notice required hereunder shall be in writing sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
- I. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.
- J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- K. The term "bid" as used herein includes a bid, offer or proposal as applicable.

BIDDER	SURETY
<hr/>	<hr/>
Bidder's Name	Surety's Name and Corporate Seal (seal)
By: <hr/>	By: <hr/>
Signature, Title, and Date	Signature, Title, and Date
Address: <hr/>	Address: <hr/>
<hr/>	<hr/>
Attest: <hr/>	Attest: <hr/>
Signature, Title and Date	Signature, Title and Date

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END OF SECTION 00 4313

SECTION 00 4336 - PROPOSED SUBCONTRACTORS FORM

1. For heating, ventilation and air conditioning, plumbing (as defined by RCW Chap. 18.106) and electrical work (as defined by RCW Chap. 19.28), and structural steel installation and rebar installation, Bidder MUST either identify itself or Subcontractors in the chart below. If Bidder believes such work is not part of the Work, Bidder shall write "NO WORK".
2. Bidder shall not list more than one Subcontractor for each category of Work identified, unless Subcontractors vary with Bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
3. **Bidder's Bid shall be deemed non-responsive and void if:**
 - A. For heating, ventilation and air conditioning, plumbing, electrical work, structural steel installation and rebar installation, Bidder fails: (1) to submit as part of the Bid the names of such Subcontractors; (2) to name itself to perform such Work; or (3) to write "No Work"; or
 - B. Bidder names two or more Subcontractors to perform the same Work.
4. The requirement to name the Bidder's proposed heating, ventilation, air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors applies only to proposed heating, ventilation, air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors who will contract directly with the general contractor submitting the Bid to the City.
5. The heating, ventilation and air conditioning, plumbing, and electrical portions of the chart below must be submitted with the bid proposal or within one hour of the published bid submittal time.
6. The structural steel installation and rebar installation portions of the chart below must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time.

The remainder of this page is intentionally left blank

Type/Scope of Work	Name and Address of Subcontractor or Bidder
HEATING Subcontractor, bidder or “no work” MUST be stated	
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or “no work” MUST be stated	
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or “no work” MUST be stated	
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or “no work” MUST be stated	
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or “no work” MUST be stated	
REBAR INSTALLATION Subcontractor, bidder or “no work” MUST be stated	

END OF SECTION 00 4336

SECTION 00 4513 - BIDDER QUALIFICATION STATEMENT

PROJECT NAME: **2024 WPCF Biosolids Removal**

CONTRACTOR'S
COMPANY NAME: _____

DATE: _____

ADDRESS: _____

TELEPHONE: _____

The Bidder must document that the Bidder meets the Supplemental Responsibility Criteria in the Supplementary Instructions to Bidders (Section 00 2213). The Bidder should provide additional sheets to fully describe referenced projects and experience.

The remainder of this page is intentionally left blank

1. The Supplementary Instructions to Bidders (Section 00 2213) states that the Bidder must have successfully completed at least (3) Similar Projects within the (10) years prior to bid opening. List the Similar Projects that show that Bidder has this experience:

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>

2. The Supplementary Instructions to Bidders (Section 00 2213) states that the Bidder's Project Manager for the Project must have successfully supervised the completion of at least (3) Similar Projects within the (10) years prior to bid opening. List the project manager's name and projects that show that he or she has this experience:

Name: _____

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. The Supplementary Instructions to Bidders (Section 00 2213) states that the Bidder's Site Superintendent for the Project must have successfully supervised the completion of at least (3) Similar Projects of each type within the (10) years prior to bid opening. List the superintendent's name and projects that show that he or she has this experience:

Name: _____

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. The Supplementary Instructions to Bidders (Section 00 2213) states that the Bidder's Principal Foreman for the Project must have successfully supervised the completion of at least (3) Similar Projects of each type within the (10) years prior to bid opening. List the Principal Foreman's name and projects that show that he or she has this experience:

Name: _____

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Name and title of person filling out form:

NAME

TITLE

END OF SECTION 00 4513

NON-COLLUSION AFFIDAVIT

The undersigned, being duly sworn, on oath says that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

Authorized Signature

My commission expires:_____

END OF SECTION 00 4519

SECTION 00 4539 – RCW 35.22.650 CERTIFICATION

A set percentage of minority group member employees or minority business subcontracts is not required in the performance of the Work under this Contract. However, RCW 35.22.650 requires bidders (a) to actively solicit (i) employment of minority group members and (ii) subcontract bids from minority businesses, and (b) to submit evidence of its compliance with these requirements for active solicitations:

RCW 35.22.650

All contracts by and between a first-class city and contractors for any public work or improvement exceeding the sum of ten thousand dollars, or fifteen thousand dollars for construction of water mains, shall contain the following clause:

"Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid."

As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, blacks, women, native Americans, Asians, Eskimos, Aleuts, and Hispanics.

- I. Bidder confirms that it actively solicits employment of minority group members.
_____ *[yes or no]*
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: _____ *[state estimated percentage]*
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: _____ *[state estimated percentage]*

- IV. List all minority businesses from whom bids or quotes for goods or services on this Project have been solicited (attach additional sheet if necessary):

Minority Business Name	Address	Goods or Services Involved	Certification Number*

*Certification numbers (for MBE, MWBE, DBE, etc.) are found at Office of Minority & Women's Business Enterprises: <https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp>. If a minority business does not have a certification number, the Bidder must provide with this certification form evidence that the business is at least fifty-one percent owned by minority group members.

During Contract performance, or in any event prior to final payment, Bidder shall provide the City with the names and addresses of all minority businesses actually awarded subcontracts under the Contract. In the event that a subcontract bid or quote is solicited and listed above and a subcontract is not awarded to the minority business so listed, Contractor shall state the reasons such subcontract was not awarded to the minority business and shall provide the minority business quote together with the actual subcontract price paid and the name of the subcontractor to whom the subcontract was subsequently awarded.

FAILURE TO PROPERLY COMPLETE AND SUBMIT THIS CERTIFICATION FORM WITH THE BID WILL RESULT IN REJECTION OF BID. THE BIDDER CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS TRUE AND COMPLETE CORRECT TO THE BEST OF ITS KNOWLEDGE AND BELIEF AND FURTHER AGREES TO PROVIDE INFORMATION AS REQUESTED BY THE CITY REGARDING MINORITY BUSINESS SUBCONTRACTS AND EMPLOYMENT OF MINORITY GROUP MEMBERS.

Signature: _____ Date: _____

END OF SECTION 00 4539

SECTION 00 5213 - AGREEMENT FORM

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and _____, (the "**Contractor**").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and/or appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: "_____ (the "**Project**").

1. Contract Documents. The "Contract Documents" are defined in the General Conditions and each such Contract Document is as posted for the Project on Builder's Exchange of Washington (www.bxwa.com) as of the Bid Opening Date. The Contractor hereby acknowledges receipt of a complete pdf entitled "Complete Set of BXWA Posted Documents" from the City. The Contract Documents are part of this Contract and are hereby incorporated by reference. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents.

2. Contract Time. Substantial Completion of the Work shall be achieved within sixty (60) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within Thirty (30) calendar days after the actual date of issuance of Substantial Completion.

3. Liquidated Damages. The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the Work in all respects and have it ready for use by the Substantial and Physical Completion dates stated above. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

4. Contract Sum. The Contract Sum of this Contract is:

+ WA Sales Tax (as applicable)	
Contract Sum	

This is based on the proposal/bid submitted by Contractor dated _____.

The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Sum stated herein and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Sum stated herein, unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

6. Compliance with Employment and Wage Laws. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

7. RCW 35.33.650. Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal

proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification.

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 8 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

9. Insurance. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

10 Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

8. Repair of Damage. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

9. Pre-Bid Inspection and 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: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

10. Headings for Convenience Only. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

11. Effective Date. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original.

[Remainder of Page Intentionally Left Blank]

**CITY OF EVERETT
WASHINGTON**

By:

Cassie Franklin, Mayor

ATTEST:

Date

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
(10.22.21)

CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation

**Limited Liability
Company**

[Contractor's Complete Legal Name]

Partnership

By: _____
Signature

Typed/Printed Name of Signer: _____

Title of Signer: _____

Date: _____

**Sole
Proprietorship**

[Typed/Printed Name]

Signature

Date: _____

END OF SECTION 00 5213

SECTION 00 6113 - PERFORMANCE BOND AND PAYMENT BOND

PERFORMANCE BOND

Bond No.: _____

The City of Everett has awarded to _____ (Principal), a contract for the construction of the project designated as **2024 WPCF Biosolids Removal**, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ 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 _____ US Dollars (\$ _____), which is the Contract Sum, subject to the provisions herein.

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

SURETY

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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

Local Office/ Agent of Surety:
Name: _____
Address: _____
Phone Number: _____
Email: _____

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PAYMENT BOND

Bond No. _____

The City of Everett has awarded to _____ (Principal), a contract for the construction of the project designated as **2024 WPCF Biosolids Removal**, 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 _____ (Surety), a corporation organized under the laws of the State of _____ 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 _____ US Dollars (\$ _____), which is the Contract Sum, subject to the provisions herein.

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 materialpersons, 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

SURETY

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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

Local Office/ Agent of Surety:
Name: _____
Address: _____
Phone Number: _____
Email: _____

END OF SECTION 00 6113

SECTION 00 6123 - NEW RETAINAGE BOND

BOND NO. _____

RETAINAGE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, a corporation organized under the laws of the State of _____, and registered to do business in the State of Washington as a contractor, as Principal, and _____, a corporation organized under the laws of the State of _____ and registered to transact business in the State of 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 _____ Dollars (\$_____) 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, on _____, the Principal executed a contract _____ (the "Contract") with the City known as:

PROJECT NAME: 2024 WPCF BIOSOLIDS REMOVAL

CONTRACT NUMBER: UT 3826-2

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.

SIGNED AND SEALED THIS _____ of _____, 20__.

<hr/>	<hr/>
Surety	Principal
By:	By:
<hr/>	<hr/>
Typed/Printed Name:	Typed/Printed Name:
<hr/>	<hr/>
Title:	Title:
<hr/>	<hr/>

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

END OF SECTION 00 6123

SECTION 00 6125 - RETAINAGE ESCROW AGREEMENT



Project	2024 WPCF Biosolids Removal
Contractor	
Bank	

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

1. Escrow Agreement. The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.

2. Check Issuance, Endorsement, and Deposit. From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.

3. Investment of Funds. Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank's name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.

4. Eligible Securities. The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that allows Bank alone to liquidate the securities as provided for in the Agreement.

- A. Bills, certificates, notes or bonds of the United States;
- B. Other obligations of the United States or its agencies;
- C. Obligations of any corporation wholly owned by the Government of the United States;
- D. Indebtedness of the Federal National Mortgage Association;
- E. Time deposits in commercial banks; and
- F. Mutual funds, pools, or investment trusts, provided the investments of the fund, pool or trust consists solely of securities listed in herein.

Other securities may be deemed Eligible Securities upon the written request of the Contractor and written approval of the City, provided the City has the staff assistance and expertise which will permit it to exercise sound judgment in assessing the security. The City shall consider probable safety, risk to principal, liquidity and any other factor the City deems reasonable to consider. Nothing herein obligates the City to incur any expense or charge to assess the appropriateness of a proposed security. The City has no obligation to consider a proposed security if the City would incur expenses, charges or fees in its assessment of the appropriateness of the security as an investment. If the proposed security has a maturity date, the security must mature on or before the Completion Date. The Contractor expressly acknowledges that any investment in securities involves risks, including, but not limited to, the risks of loss or diminution of principal and failure to realize anticipated or expected appreciation, dividends, interest, or other gain. Contractor expressly waives and releases both City and Bank from any and all liability associated with, or arising out of, these and all market risks.

5. Bank Duties and Responsibilities. Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank must not deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City Clerk is authorized to give written instructions and the Finance Director or Treasurer (or its designee) is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.

6. Change of Completion Date. Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds of Eligible Securities with maturities, reverse loads,

etc. consistent with the later Completion Date. If the changed Completion Date is earlier than the original Completion Date, the Bank shall execute such transactions as are commercially reasonable to liquidate Eligible Securities in the Escrow Account no later than twenty-five (25) calendar days after the earlier Completion Date.

7. Return of Funds to City. At the City's sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.

8. Compensation of Bank. Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City's written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.

9. Termination of Escrow By Bank. Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City

10. Definitions

"*Agreement*" shall mean this document, including exhibit, when completely executed by the City, Contractor and Bank.

"*Bank*" shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.

"*Check*" shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.

"*City*" shall mean the City of Everett, a municipal corporation of the State of Washington

"*Completion Date*" shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found at the top of the first page of this Agreement.

"*Contractor*" shall mean the undersigned contractor.

"Escrow Account" shall mean the escrow created by this Agreement.

"Eligible Securities" are those bonds and securities identified in the paragraph entitled, **Eligible Securities** on page 1 above.

"Retainage" shall mean moneys reserved by the City under the provisions of a public improvement contract.

11. Miscellaneous. With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

<p>AGREED AND ACCEPTED this the ____ day of _____, 20__.</p> <p>Contractor:</p> <p>By: _____</p> <p>Typed or Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p>	<p>AGREED AND ACCEPTED by the City of Everett this the ____ day of _____, 20__.</p> <p>By _____</p> <p>Cassie Franklin, Mayor</p> <p>ATTEST:</p> <p>_____ City Clerk</p>
<p>PART 1 - AGREED AND ACCEPTED this the ____ day of _____, 20__.</p> <p>BANK: _____</p> <p>By: _____</p> <p>Typed or printed name: _____</p> <p>Its _____</p>	<p>STANDARD DOCUMENT APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY (10.22.21)</p>

EXHIBIT A

City Supplied Information. The City provides the following information:

CITY SUPPLIED INFORMATION	
Project	<div>2024 WPCF Biosolids Removal</div> <div>Name</div> <div>UT 3826-2</div> <div>Work Order # (if applicable)</div>
Contractor	<div></div> <div>City Vendor #</div>
Bank	<div></div> <div>City Vendor #</div>
Completion Date	(as of Agreement date)

Bank Supplied Information. Bank provides the following information:

BANK SUPPLIED INFORMATION	
Bank	<div></div> <div>Name</div> <div></div> <div>Branch</div> <div></div> <div>Address/Phone</div> <div></div> <div>Contact Person/Account Officer</div>
Escrow Account	<div></div> <div>Account Name</div> <div>Bank Account #</div>

Contractor Supplied Information. Contractor provides the following information:

CONTRACTOR SUPPLIED INFORMATION	
Contractor	<div></div> <div>Name</div> <div></div> <div>Address/Phone</div> <div></div> <div>Representative Authorized to Direct Investment</div>

END OF SECTION 00 6125

SECTION 00 6363 - CHANGE ORDER - AGREED



Change Order No. _____
Change Order Effective Date: _____

CITY OF EVERETT
Change Order

Project Title 2024 WPCF Biosolids Removal
Department City of Everett Public Works Department
Work Order No. UT 3826-2
Contractor: _____
Contract Award Date: _____
City Staff Contact: Joseph Ferguson
Change Order No. _____
Change Order Effective Date _____

CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$	\$	\$	\$
+ WSST	\$	\$	\$	\$
Total	\$	\$	\$	\$

CONTRACT TIME

Original Contract Time	Working Days <input type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	
Cumulative adjustment to time by <i>prior</i> Change Orders	
Adjustment to time by <i>this</i> Change Order	
New Contract Time (<i>including</i> this Change Order)	

Change Order No. _____

Change Order Effective Date: _____

Contractor and City agree as follows:

- 1. The scope of Work shall be changed to the extent described in Exhibit A.**
- 2. The amount of this Change Order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The Contract Sum shall be adjusted as described in this Change Order.**
- 3. Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, as applicable to the Work, has been considered.**
- 4. The Contract Time of the Contract shall be adjusted to the extent described in this Change Order.**
- 5. Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice**
- 6. This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**
- 7. Signature(s) on this Change Order may be by pdf, email, fax or other electronic means, in which case such signature(s) will have the same effect as an original ink signature. This Change Order may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.**

Change Order No. _____

Change Order Effective Date: _____

CITY			
 _____ Mayor Date: _____		Attest: _____ City Clerk Date: _____	
Standard Document Approved as to Form Office of the City Attorney (5.13.22)			
Recommended By:			
Construction Manager (if applicable) _____ Date: _____	Project Manager (if applicable) _____ Date: _____	Engineering Manager (if applicable) _____ Date: _____	Department Director _____ Date: _____
CONTRACTOR			
 By _____ Officer			
 Date: _____			

Change Order No. _____

Change Order Effective Date: _____

Exhibit A—Description of Changed Work

SECTION 00 6395 - CHANGE ORDER - UNILATERAL



Change Order No. _____

Change Order Effective Date: _____

**CITY OF EVERETT
Unilateral Change Order**

Project Title 2024 WPCF Biosolids Removal
Department Public Works
Work Order No. UT 3826-2
Contractor: _____
Contract Award Date: _____
City Staff Contact: Joseph Ferguson
Change Order No. _____
Change Order Effective Date _____

CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$	\$	\$	\$
+ WSST	\$	\$	\$	\$
Total	\$	\$	\$	\$

Change Order No. _____

Change Order Effective Date: _____

CONTRACT TIME

Original Contract Time	Working Days <input type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	
Cumulative adjustment to time by <i>prior</i> Change Orders	
Adjustment to time by <i>this</i> Change Order	
New Contract Time (<i>including</i> this Change Order)	

As allowed by the contract, the City directs the Contractor as follows:

1. The Scope of Work shall be changed to the extent described in Exhibit A.
2. The Contract Sum shall be adjusted as described in this Change Order.
3. The Contract Time of the Contract, and contractually scheduled completion date, shall be adjusted to the extent described in this Change Order.
4. Unless the Contractor timely and properly follows the procedures in the Contract Documents for seeking further equitable adjustment of time and compensation, including, but not limited to, delays, impacts, inefficiencies, overhead, and direct and indirect costs, and except as otherwise expressly provided herein, the Contractor will be barred from (a) asserting any claim for further adjustment of time and compensation arising out of, or relating to, the charges described in this Change Order or Work described in Exhibit A and (b) asserting an equitable adjustment of time or price arising earlier than the date of this Change Order. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice.
5. This Change Order only changes the Contract between Contractor and City to the extent explicitly provided herein.

Change Order No. _____

Change Order Effective Date: _____

CITY			
 _____ Mayor Date: _____		Attest: _____ City Clerk Date: _____	
Standard Document Approved as to Form Office of the City Attorney (5.13.22)			
Recommended By:			
Construction Manager (if applicable)	Project Manager (if applicable)	Engineering Manager (if applicable)	Department Director
_____ Date: _____	_____ Date: _____	_____ Date: _____	_____ Date: _____

Change Order No. _____

Change Order Effective Date: _____

Exhibit A—Description of Changed Work

END OF SECTION 00 6365

**SECTION 007200
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1. GENERAL INFORMATION

1.1 DEFINITIONS OF WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of all words and terms.

Addenda: Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

Additive: A supplemental unit of work or group of bid items, identified separately in the Bid Form, that may, at the discretion of the City, be awarded in addition to the base Bid.

Alternative or Alternate: One of two or more units of Work or groups of bid items, identified separately in the Bid Form, from which the City may make a choice between different methods or material of construction for performing the same Work.

Application for Payment: Form acceptable to Owner that Contractor is to use during the course of the Work in requesting progress or final payments that is to be accompanied by such supporting documentation as is required by the Contract Documents.

Architect: An individual or entity retained by the Owner to be the Owner's representative with regard to matters of design intent. The terms "Owner's Representative", "Engineer" and "Architect" are interchangeable.

Award Date: The date of the formal action by the Everett City Council to accept the lowest responsible and responsive Bidder for the Work.

Bid: The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bid Form – The form provided to Bidders by the City for submittal of a Proposal or Bid to the City for a specific project.

Bidder: An individual, partnership, firm, corporation, or joint venture, submitting a Bid.

Bid Opening Date: The date the Everett City Clerk publicly opens and reads the Bids.

Call for Bids (Advertisement for Bids): The published public notice soliciting or Bids for Work stating, among other things, the time, place, and date for receiving and opening the Bids.

Change Order: Reference to Change Order shall include all rights of the Owner and Contractor under **ARTICLE 6. CHANGES.**

Completion Date: Date on which Project is ready for Final Acceptance. All physical Work, including Punch List, is complete and Contractor has completed and fulfilled all contractual obligations except any maintenance of landscaping. Contractual obligations that must be fulfilled prior to achievement of the Completion Date include, but are not limited to, the Contractor's furnishing all documentation (including correct, complete and accurate as-built or record drawings) and operation and maintenance manuals and transfer of warranties.

Contract: Agreement signed by the Owner and Contractor (Section 005213). Depending on context, "Contract" may also refer to the Contract Documents as a whole. Contract Documents are defined in section 1.2 below.

Contract Claim: Any request by the Contractor for additional time or money (adjustment of Contract Sum or Contract Time) irrespective of the cause or reason for the request. Contract Claims include, but are not limited to, requests by the Contractor for additional time or money due to Extra Work, inefficiencies, Delays, interferences, and problems with the design. Contract Claim includes, but is not limited to, claims or requests by Subcontractors for extensions of Contract Time, adjustment of Contract

Sum, additional compensation that the Contractor attempts to pass through or assert against the Owner, or claims against the Owner arising out of a third party's claim against the Contractor.

Contract Sum: The price in dollars stated in the Contract to be paid by the Owner to the Contractor for the Work described in the Contract Documents, as modified by any Change Orders.

Contract Time: The duration of the Project as stated in the Contract and as modified by any Change Orders.

Contractor: The individual or entity with whom Owner has entered into the Agreement.

Day: Calendar day, unless explicitly stated otherwise.

Delay: Any increase of the duration of the critical path of the Project.

Dispute: Any controversy or disagreement.

Drawings: That part of the Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

Effective Date of Agreement: See **18.10 EFFECTIVE DATE**.

Engineer: An individual or entity retained by the Owner to be the Owner's representative with regard to matters of design intent. The terms "Owner's Representative", "Engineer" and "Architect" are interchangeable.

Equipment: Mechanical, electrical, instrumentation, or other devices with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Extended Overhead: The increase in Overhead costs attributable to an extension of Contract Time.

Extra Work: Providing materials and Equipment and the performance of Work not directly called for in, or implied by, the Contract Documents, such that Contractor would be entitled to an adjustment of Contract Sum and possibly an extension of Contract Time.

Field Order: A written order issued by Owner's Representative that requires minor changes in the Work, but does not involve a change in the Contract Sum or the Contract Time.

Final Acceptance: Formal action by Everett City Council determining that all of the Contractor's Work has been completed, except for any landscaping maintenance.

Float: The amount of time between the early start date and the late start date, or the early finish date and the late finish date of any activity in the project schedule.

Force Account: Costs of performing Work as defined in **9.6. FORCE ACCOUNT**.

Furnish, Install, Perform, Provide, Supply: The word "Furnish" or the word "Install" or the word "Perform" or the word "Provide" or the word "Supply," or any combination or similar directive or usage thereof, shall mean furnishing and incorporating in the Work including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context used.

General Conditions: This Section 007200 of the Contract Documents.

May: Conduct that is permitted, but not required.

Milestone: A principal event specified in the Contract documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Notice: A signed, written communication by the Contractor to the Owner as described in **ARTICLE 10. NOTICE TO OWNER**.

Notice of Award: The written notice from the City of Everett to the successful Bidder signifying the City's acceptance of the Bid. No Contract is formed until the Effective Date.

Notice to Proceed: The written Notice from the Owner or Owner's Representative to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins. Multiple and partial Notices to Proceed may be issued on a single Project.

Over-absorbed Overhead: Over recovery of fixed indirect costs that occurs when a Contractor performs more overall Work than it otherwise would have performed.

Overhead: For the purpose of calculating additional compensation under this section of the Contract, Overhead shall include only those costs that are expended for the administration of the business as a whole. Such costs usually accrue or are incurred due to the passage of time, and cannot be traced to a particular project or Contract. Examples of possible Overhead costs include, but are not limited to, General and Administrative salaries and benefits, rent, general company insurance (exclusive of insurance on owned equipment that is directly job costed), depreciation on office facilities, utilities, maintenance, office supplies, general company accounting and legal fees (exclusive of amounts expended directly on any specific project), personal property taxes, general company business licenses, dues and subscriptions.

The following costs and expenses are excluded from the definition and calculation of Overhead. Overhead costs that vary substantially with the volume of Work performed (as measured by billings) shall not be included in Overhead for the purpose of determining additional compensation for Extended or Unabsorbed Home Office Overhead or both.

Examples of costs that are not included in Overhead include, but are not limited to, travel and business meetings, telephones, professional fees expended for the benefit of a specific project, union welfare benefits, payroll taxes and equipment rental.

If related party transactions are included in a Contractor's Overhead, they shall be explicitly identified as related party transactions and shall not exceed amounts that would be incurred in an arms-length transaction for the provision of the same or similar goods and services. If such transactions exist and the amounts paid by the Contractor and included in Overhead are in excess of that which would normally be expended in an arms-length transaction, an adjustment, in the form of a reduction in the amount for calculation purposes, shall be included in any calculation in determining the amount of Allocable Overhead.

Overhead shall not include any cost directly attributable to a particular project. If a cost can be traced to a particular Contract, the Contractor may not classify the cost as Overhead.

Indirect or home office costs that vary substantially with the amount of Work performed shall not be included in the group of costs comprising Overhead.

Overhead shall not include costs specifically disallowed by Federal Acquisition Regulations, Subpart 31.2 – Contracts with Commercial Organizations, or its successor. Further, "Overhead" shall not include the costs of "field support services" that are more closely direct costs in nature, regardless of the manner in which the Contractor normally accounts for such costs. An example of such disallowed cost would be for material handling and expediting, which are costs incurred for the direct support and benefit of specific project(s).

In addition to compliance with Federal Acquisition Regulations, Subpart 31.2 examples of specific costs not allowed in a calculation under this section of the Contract include, but are not limited to, Incentive Compensation paid to personnel classified as Overhead and otherwise includable under this section of Contract, travel and business meetings, employer paid benefits and taxes on direct payroll costs of any project, insurance costs directly identifiable to a specific project, penalties, and costs incurred regarding company owned equipment normally classified as a direct project costs.

Owner: The City of Everett, Washington. "Owner" and the "City" mean the same.

Owner's Representative: The person designated in writing and employed or retained by the Owner to act as its representative at the construction Site and to perform construction inspection service and administrative functions relating to this Contract. The terms "Owner's Representative", "Engineer" and "Architect" are interchangeable.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Physical Completion: Physical Completion Date is the day all of the Work is physically completed on the Project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Progress Schedule: A schedule prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Time.

Project: The undertaking to be performed under the provisions of the Contract.

Punch List: List of incomplete items of Work and of items of Work that are not in conformance with the Contract Documents, prepared after Substantial Completion.

Reference Information: Information provided to the Contractor by the City that is not part of the Contract.

RCW: Means the Revised Code of Washington.

Samples: Physical examples of materials, Equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Values: Allocation of Contract Sum to items of Work as provided in 9.1.1. **Schedule of Values.**

Shall: Required conduct.

Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for Contractor and submitted by Contractor, to illustrate some portion of the Work.

Shown: Refers to information presented on the Drawings, with or without reference to the Drawings.

Site: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner that are designated for the use of Contractor.

Specifications: That part of the Contract Documents consisting of written descriptions of the technical features of materials, Equipment, construction systems, standards, and workmanship.

Specify: Refers to information described, shown, noted or presented in any manner in any part of the Contract Documents.

Subcontractor: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

Submittals: The information required by the Contract Documents provided by Contractor to the Owner's Representative or Owner.

Substantial Completion: The day on which the Owner or Owner's Representative determines the Owner has full and unrestricted use and benefit of the Project, from both the operational and safety standpoints and only minor incidental Work, replacement of temporary substitute facilities, or minor correction or repair Work remains. Determination of Substantial Completion in whole or in part is solely at the discretion of the Owner. Substantial Completion does not mean complete in accordance with the Contract nor shall Substantial Completion of all or any part of the Project entitle the Contractor to Final Acceptance under the Contract.

Supplier: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or Equipment to be incorporated in the Work.

Total Float: The amount of time any given activity or path of activities may be delayed before it will affect the Completion Date.

Traffic: Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

Unabsorbed Overhead: The reduction or loss of contribution to recovery of the Contractor's Overhead costs realized by the result of reduced Project or Contractor billings, or both, due to any reason whatsoever, including a Project extension.

Unit Price Work: Refers to items of Work identified by unit prices in the Bid form.

Work: Refers to the Project and the provision of all labor, materials, Equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the Contract.

1.2. CONTRACT DOCUMENTS

The complete Contract includes the following, which are Contract Documents:

1. Federal and state requirements that apply to this Contract and Project;
2. Supplemental agreements between Owner and Contractor, if any, subsequent to the Owner's execution of the Contract and signed by the Mayor of the City of Everett for Owner and by an authorized representative of Contractor
3. Change Orders;
4. Addenda;
5. The Contract;
6. Bid Form;
7. Specifications, including, but not limited to, these General Conditions and other numbered Documents and Sections;
8. Supplementary Conditions, if any;
9. Drawings and plans;
10. City of Everett standard plans in effect as of the date Bids are opened;
11. Notice to Bidders/Instructions to Bidders; and
12. Certifications and affidavits as required by this Contract and by law.

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence in the list above (e.g., 1 presiding over 2, 3, 4, 5, and 6; 2 presiding over 3, 4, 5, and 6; and so forth). This order of precedence shall not apply when Work is required by one part of the Contract but omitted from another part or parts of the Contract. The Work required in one part must be furnished even if not mentioned in other parts of the Contract.

These parts complement each other in describing the complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. Any inconsistency in the parts of the Contract shall be referred to the Owner's Representative attention for a determination of the intended requirements.

The Work required in one part must be furnished even if not mentioned in other parts of the Contract. If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that the Contractor will follow or observe the practice in performing the Work. In case of any ambiguity, disagreement or Dispute over interpreting the Contract, the Owner's Representative's decision will be final as provided in these General Conditions.

Approved Shop Drawings, other Contractor's Submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

2. SPECIFICATIONS AND DRAWINGS

2.1. INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

The Specifications and Drawings are intended to be explanatory and supportive of each other. Work specified on the Drawings and not in the Specifications, or vice versa, shall be executed as if specified in both. In the event the Work to be done or matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall immediately ask the Owner's Representative for further explanation and shall comply with such explanation. In the event of doubt or question arising respecting the true meaning of the Specifications or Drawings, Contractor shall refer to the Owner's Representative for his or her decision.

The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.

The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

No provision of a standard, specification, manual or code, or an instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Owner's Representative, or their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Owner's Representative, or their related entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

2.2. DIVISION OF SPECIFICATIONS AND DRAWINGS

Specifications and Drawings are divided into groups for convenience. These divisions are not for the purpose of apportioning Work or responsibility for Work among Subcontractors, Suppliers and manufacturers. The Contractor is responsible for all Work shown or described, regardless of location(s) in the Contract Documents.

2.3. DISCREPANCIES IN SPECIFICATIONS AND DRAWINGS

2.3.1. Errors and Omissions

If the Contractor, in the course of the Work, becomes aware of any errors or omissions in the Contract Documents or in the Owner's field work, he or she shall immediately inform the Owner's Representative in writing. The Owner's Representative will promptly review the matter and if he or she finds an error or

omission has been made, then he or she will determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission significantly increases or decreases the amount of Work called for in the Contract, the Owner will issue an appropriate Change Order. After discovery by the Contractor of an error or omission, related work performed by the Contractor shall be done at its risk unless authorized by the Owner's Representative and approved by the Owner. Omissions from the Drawings or Specifications or the misdescription of details of Work that are manifestly necessary to carry out the intent of the Drawings and Specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the Work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

2.3.2. Conflicting Provisions

Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings. In the event an item of Work is described differently in two or more locations on the Drawings and in the Specifications, the Contractor shall, upon request of the Owner's Representative, submit in writing to the Owner's Representative the description upon which the Contractor relied in preparing its Bid or laying out the Work. If the Owner's Representative directs the Contractor to perform Work in a manner other than that contemplated by the Contractor in preparing its Bid or laying out the Work, Change Order procedures will be followed. In this event, the Contractor shall submit to the Owner's Representative such supporting information, including bidding or layout documents, as may reasonably be necessary for the Owner's Representative to determine whether the Contract Sum is increased, decreased or unchanged by the Change Order.

2.3.3. Utilities

2.3.3.1 General

The Owner has endeavored to determine the existence of utilities at the Site of the Work from the records of the owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the Drawings. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Drawings. It shall be the responsibility of the Contractor to determine the exact location of utilities and service connections thereto. Such field verification must be performed in sufficient time so as not to impede the progress of the Work or fabrication of materials to be incorporated into the Work. The Contractor shall call the Utility Location Request Center (one call center) for location of utilities in the field not less than two (2) nor more than (10) ten business days before the scheduled date of commencement of excavation. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of existing utilities, including service connections, prior to commencing work that could result in damage to such utilities. The Contractor shall immediately notify the Owner's Representative as to any utility discovered by him in a different position than shown on the Drawings or which is not shown on the Drawings. No excavation shall begin until all known facilities in the excavation areas have been marked. Contractor shall coordinate its activities with the utility provider. Contractor shall bear the cost of maintaining utility service.

The Contractor should be aware of, and comply with, Chapter 19.122 RCW, a law relating to underground utilities. The Owner shall not pay Contractor any of Contractor's cost of complying with this law, or repairing or indemnifying any damage or injury arising out of Contractor's failure to comply with this law.

Owner does not represent or warrant who may be obligated to pay for the cost of relocation or temporary maintenance of the utility. Contractor shall investigate whether such cost must be borne by the owner of the utility.

Governmental agencies and owners of utilities reserve the right to enter upon streets, alleys, rights-of-way, or easements for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

2.3.3.2 Known Utilities

The Contractor shall provide at its sole expense all labor, equipment, materials and services necessary to remove, relocate, or maintain utilities specified on the Drawings. The work on each utility shall be performed in a manner satisfactory to the utility owner. The utility owner has the option of doing such work with its own forces at the Contractor's expense, or permitting the work to be performed by the Contractor.

2.3.3.3 Service Connections

Locations of service connections are not identified on the Drawings. The Contractor shall provide at its sole expense all labor, equipment and material to remove, relocate or maintain service connections. Work on service connections shall be performed in a manner satisfactory to the service connection owner. The service connection owner has the option of doing such work with its own force at the Contractor's expense, or permitting the work to be performed by the Contractor.

2.3.3.4 Unknown Utilities

When a utility interferes with the Work and is either (1) not identified on the Drawings or (2) located in a position significantly different from that specified on the Drawings, Contractor shall follow the procedures of **ARTICLE 11. DIFFERING SITE CONDITIONS**. Interference with the Work is defined as a utility that crosses or projects into the plane of the Work at an elevation between the top and bottom of the Work. If it is necessary to remove, relocate, or temporarily maintain the utility, that work shall be included in a Change Order. The utility owner has the option of doing such work or permitting the work to be performed by the Contractor. In either case, the cost of the work incurred by or charged to the Contractor will be included in a Change Order.

2.4. SUBMITTALS

Where required by the Contract Documents, the Contractor shall submit information which will enable the Owner's Representative to advise the Owner whether the Contractor's proposed materials, Equipment or methods of work are in general conformance to the design concept and in compliance with the Drawings and Specifications, such as catalog cuts and shop, working or detail drawings. In its Submittals, the Contractor shall expressly and explicitly notify the Owner's Representative of any and all deviations from the Specifications. Without express and explicit Notice of a deviation from the Contract requirements, approval of a Submittal does not relieve Contractor from complying with Contract requirements. The Owner's approval of a Submittal does not constitute a waiver of the Contract requirements. The Owner or Owner's Representative shall respond to a Submittal within thirty (30) days of receipt. The Owner or Owner's Representative may extend this time for good cause by notifying the Contractor. The Owner will not be obligated to accept or pay for Work performed by the Contractor that may be affected by materials, Equipment, or methods of work not submitted in a timely manner so that final review can be accomplished before the affected Work is complete. The Owner shall not be responsible for Delays, inefficiencies, or any additional costs or expenses caused in whole or in part by Contractor's failure to submit required information in sufficient time for review, comment, and correction. Contractor's failure to submit required information in sufficient time for review, comment and correction shall be deemed a waiver of any and all Contract Claims for adjustment of Contract Sum or Contract Time arising out of, or related to, such a Submittal. Contractor acknowledges and agrees that it may not rely upon receiving the Owner's response to a Submittal in less than thirty (30) days, unless the Owner explicitly changes this section by a signed Change Order. Requests for information or clarification from the Contractor to the Owner shall be treated as a Submittal.

2.5. CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS

The Contractor shall keep at the construction site at least one set of Contract Documents and one set of full-size Drawings that shall be available to the Owner's Representative and Owner.

3. OWNER

3.1. GENERAL

The Owner, and the Owner's Representative, shall have the authority to act as the sole judge of the Work, Equipment and materials with respect to both quantity and quality as set forth in the Contract. It is expressly stipulated that the Drawings, Specifications and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing Work except in those instances where the nature of the completed Work is dependent on the method of performance.

The Owner has the authority to act, do, perform, and make any all decisions and actions authorized by the Contract Documents, including, but not limited to, Change Orders, progress payments, Contract decisions, acceptability of the Contractor's Work, and early possession. The Owner has the authority to accept or reject requests for progress payments that have been submitted by the Contractor and recommended by the Owner's Representative. The Owner has the authority to make determinations of the acceptability of the Work. The Owner also has the authority to accept or reject the Owner's Representative's recommendations regarding retention of defective Work.

3.2. OWNER'S REPRESENTATIVE

The Owner's Representative shall be satisfied that all the Work is being done in accordance with the requirements of the Contract. The Contract and Specifications give the Owner's Representative authority over the administration of the Contract. Whenever it is so provided in this Contract, the decision of the Owner's Representative shall be final.

The Owner's Representative's decisions will be final on all questions including but not limited to, unless specifically assigned to an Architect or Engineer, the following:

1. Measurement of Work, whether lump sum, Force Account, or unit price;
2. Acceptability of rates of progress on the Work;
3. Interpretation of Drawings and Specifications with regard to administrative matters;
4. Determination as to the existence of changed or differing site conditions;
5. Fulfillment of the Contract by the Contractor;
6. Payments under the Contract including adjustment and;
7. Suspension(s) of Work.

If the Contractor fails to respond promptly to the requirements of the Contract or orders from the Owner's Representative:

1. The Owner's Representative may use the Owner's resources, other contractors, or other means to accomplish the Work, and
2. The Owner will not be obligated to pay the Contractor, and will deduct from the Contractor's payments, any costs that result when any other means are used to carry out the Contract requirements or Owner's Representative's orders.

At the Contractor's risk, the Owner's Representative may suspend all or part of the Work if:

1. The Contractor fails to fulfill Contract terms, to carry out the Owner's Representative's orders, or to correct unsafe conditions of any nature; or
2. It is in the public interest.

The Owner's Representative and Owner shall have complete access to the Work and to the Site of the Work and to the places where Work is being prepared or where materials, Equipment, and machinery are being obtained for the Work. If requested by the Owner's Representative or Owner, the Contractor shall

provide the assistance necessary for obtaining such access, and shall provide information related to the inspection of construction. Absence of such access or information, as needed, may result in the Owner's refusal to accept the Work.

The Owner's Representative has the authority to recommend Change Orders, but does not have authority to approve Change Orders. Proposed Change Orders are subject to review and approval by the Owner. No proposed Change Order or any change of Contract Sum or Contract Time is effective or binding upon the Owner unless and until the Mayor or his or her designee signs it, as authorized by City Council or by ordinance.

To detail and illustrate the Work, the Owner's Representative may furnish to the Contractor additional Drawings and explanations consistent with the original Drawings. The Contractor shall perform the Work according to these additional Drawings and explanations.

The Owner's Representative may appoint assistants and inspectors to assist in determining that the Work and materials meet the Contract requirements. Assistants and inspectors have the authority to reject defective material and suspend Work that is being done improperly, subject to the final decisions of the Owner's Representative or, when appropriate, the Owner.

Assistants and inspectors are not authorized to accept work, to accept materials, to issue instructions, or to give advice that is contrary to the Contract. Work done or material furnished which does not meet the Contract requirements shall be at the Contractor's risk and shall not be a basis for a Contract Claim even if the Owner's Representative, inspectors or assistants purport to change the Contract.

Assistants and inspectors may advise the Contractor of faulty Work or materials or infringements of the terms of the Contract; however, failure of the Owner's Representative or the assistants or inspectors to advise the Contractor does not constitute acceptance or approval.

The Contractor shall submit supplemental working or detail drawings as required for the performance of the Work pursuant to **2.4. SUBMITTALS**. Except as noted, all drawings and other Submittals shall be delivered directly to the Owner's Representative. The drawings shall be on sheets measuring 22 by 34 inches, 11 by 17 inches, on sheets with dimensions in multiples of 8 1/2 by 11 inches, or other size approved by the Owner consistent with the Work to be detailed. Contractor shall provide drawings far enough in advance of ordering or installation to allow for review by the Owner's Representative or other agencies and possible resubmittal and further review after resubmittal. After a plan or drawing has been reviewed and returned to the Contractor, all changes proposed by the Contractor may be submitted to the Owner's Representative for review and comment.

The Contractor shall obtain the Owner's Representative's written acknowledgement of approved Submittals before proceeding with the Work represented by the Submittal. Such review does not impose any responsibility upon the Owner, nor does it relieve the Contractor of any responsibility for the accuracy of the Submittal or its conformity with the Contract. The Contractor shall bear all risk and all costs of any Work delays caused by resubmittal or correction of Submittals. The Contractor shall allow sufficient time for Owner's review of Submittals and possible corrections by the Contractor so as not to delay the Work.

The Contractor's Bid price shall include all costs of all Submittals, including, but not limited to, working, detail and shop drawings.

4. CONTRACTOR

4.1. CONTRACTOR'S REPRESENTATIVE

The Contractor shall notify the Owner in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matters relating to this Contract. This person shall have authority to carry out the provisions of the Contract and to supply materials, Equipment, tools and labor without delay for the performance of the Work.

Contractor shall employ and keep on Site on a full time basis personnel experienced in the management of construction of projects of this size and type. These shall include, but not be limited to, a project manager and superintendent. Neither the Contractor's project manager nor the superintendent shall have supervisory responsibility for other Projects for the Contractor while assigned to this Project. Contractor shall employ and assign such additional, full time office, support and engineering personnel to support the project manager and superintendent and allow timely completion of the Project. The project manager and superintendent shall be approved by the Owner, and such approval shall not be unreasonably withheld. Contractor acknowledges that one of the instances in which it will be reasonable for the Owner to withhold consent is if the project manager or superintendent is different than as stated in the Bidder Qualification Statement. Contractor shall submit personnel qualifications within ten (10) days of Contractor's execution of the Contract. Bases for disapproval include, but are not limited to, lack of sufficient experience managing the construction of similar type or size projects or relationships on other projects unsatisfactory to the Owner. Owner may require removal and replacement of Contractor's supervisory staff who are disruptive or who appear to lack sufficient competence to complete the Project successfully.

4.2. CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work and determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of Work, specifies in the Contract, a means, method, technique, sequence or procedure for construction of that item of Work.

4.3. SUBCONTRACTORS

Unless explicitly specified elsewhere in the Contract Documents or expressly authorized in writing by the Owner before Contractor submits its Bid, the Contractor shall perform with its own organization at least one-third of the Work by dollar volume and Contractor shall not sublet to a single Subcontractor more than one-half of the Project. A Subcontractor of the Contractor shall not sublet to another Subcontractor more than one-half of its work without the written consent of the Owner obtained within twenty (20) days of award of the Contract to the Contractor. The Owner may refuse to approve such subcontract for any reason. Only unit price and Schedule of Value items of the Contract will be used in computing the total Work. The Owner may, at its sole option, refuse to approve a Subcontractor that is also providing services to the Owner on the same project.

Subcontractors will be considered agents of the Contractor and their work shall be subject to the provisions of the Contract. References in the Contract Documents to actions required of Subcontractors, manufacturers, Suppliers, or persons other than the Contractor, the Owner or the Owner's Representative shall be interpreted as requiring that the Contractor shall require such Subcontractor, manufacturer, Supplier or Person to perform the specified action.

Contractor shall comply with RCW 39.04.250 and RCW 39.76.011, as amended, and any successor and other laws, ordinances, and regulations regarding payment of Subcontractors. Contractor shall also comply with the requirements of RCW Chap. 60.28 and any other law, ordinance, or regulation relating to the release of retainage to Subcontractors.

The Contractor shall specifically include in each of its first tier subcontracts the language in this section with regard to the Subcontractor's obligation to meet bidder responsibility criteria, and shall require each of its Subcontractors to include substantially the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all Subcontractors regardless of tier.

At the time of subcontract execution, the Contractor must verify that each of its first tier subcontracts meets the following bidder responsibility criteria:

1. At the time of subcontract Bid Submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;

2. Have a current state unified business identifier number;
3. If applicable, have:
 - a. Industrial insurance coverage for the Subcontractor's employees working in Washington as required in Title 51 RCW;
 - b. An employment security department number as required in Title 50 RCW;
 - c. A state excise tax registration number as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
7. Have received training on the requirements related to public works and prevailing wage under in accordance with the requirements of RCW 39.04.350(f), or demonstrate exemption from such requirements.

The Contract Documents shall apply to Subcontractors and Suppliers as if each had signed the Contract with the Owner. Contractor shall include the provisions of these Contract Documents or a "flow down" clause in each contract with Subcontractors and Suppliers.

4.4. RESPONSIBILITIES

4.4.1. Subcontractors, Manufacturers and Suppliers

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of Subcontractors, manufacturers, Suppliers and their employees.

4.4.2. Contractor's Employees

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of its employees. Workers shall have sufficient knowledge, skill and experience to perform properly the Work assigned to them.

4.4.3. Payment for Labor and Materials

The Contractor shall pay and require its Subcontractors to pay any and all accounts for labor including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its Subcontractors to pay any and all accounts for services, Equipment, and materials used by him and its Subcontractors during the performance of Work under this Contract. The Contractor shall pay such accounts as they become due and payable. If requested by the Owner, the Contractor shall promptly furnish proof of payment of such accounts to the Owner.

4.4.4. Attention to Work

The Contractor, acting through its representative, shall give personal attention to and shall manage the Work so that it shall be prosecuted faithfully and completed under the Project schedule. When its representative is not personally present at the Project Site, its designated alternate shall be available and shall have the authority to act in matters relating to this Contract.

4.4.5. Safety

The Contractor alone shall be responsible for safety on the job Site, including, but not limited to, the safety of its and its Subcontractor's employees. The Contractor shall maintain the Project Site and perform the Work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

4.4.6. Threats, Intimidation and Harassment Forbidden

Contractor shall not allow its employees, its Subcontractors, its Subcontractors' employees, or any other agents to threaten bodily injury or property damage, to intimidate or attempt to intimidate any person, or to assault or physically harass any person. Forbidden conduct includes, but is not limited to, threatening, appearing, or actually doing any of the following: pushing, shoving, striking, physically blocking a person or a person's vehicle, vandalism, malicious mischief, or any other act that a reasonable person would understand be intended to intimidate, cause personal injury, or cause property damage. Contractor shall remove from the job site any person reasonably under its control or direction who the Contractor or Owner reasonably believes violated this section. The lack of a request from the Owner or Owner's Representative to the Contractor to remove someone from the job Site does not relieve the Contractor from its obligation to remove someone.

4.4.7. Weapons Forbidden

Contractor shall not allow its employees, its Subcontractors, its Subcontractors' employees, or any other agents or representatives to carry or possess, openly or concealed, explosives or weapons on the job Site, except: (a) such explosives are as reasonably required for performance of the Work, such as those necessary for blasting or demolition work called for by the Contract Documents or (b) commissioned law enforcement officers or security personnel under authority of their commission. A weapon is any object, instrument or chemical which is (1) designed in such a manner to inflict harm or injury to another person; or (2) any item used in a manner threatening harm or injury to another person. Weapons include, but are not limited to, firearms, dangerous knives, dangerous chemicals, tear gas, martial arts weapons, blackjacks or other weapons. Further, weapons should include those delineated in EMC Chapter 10.78. b. Possession of mace, pepper spray or the like for defensive purposes is not a violation of this policy. Contractor shall remove from the job Site any person reasonably under its control or direction who the Contractor or Owner reasonably believes violated this section. The lack of a request from the Owner or Owner's Representative to the Contractor to remove someone from the job Site does not relieve the Contractor from its obligation to remove someone.

4.4.8. Safety Standards

The Contractor shall comply with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under this section, the Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to its health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.4.9. Public Safety and Convenience

The Contractor shall conduct its work so as to ensure the least possible obstruction to Traffic and inconvenience to the general public, business, organizations and residents in the vicinity of the Work and to reasonably protect persons and property. No roads or street shall be closed to the public except with

the permission of the Owner's Representative and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to fire fighting Equipment. Temporary provisions shall be made by the Contractor for the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

4.4.10. Access to Work

Owner, Owner's Representative, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

4.4.11. Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner's Representative prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

4.4.12. Trench Excavation

For all trench excavations that exceed a depth of four feet, the Contractor must use adequate safety systems that meet the requirements of the Washington Industrial Safety and Health Act, chapter 49.17 RCW.

4.4.13 COVID-19 Requirements

The Contractor shall be in compliance at all times with all governmental laws, regulations, requirements, and orders relating to COVID-19 applicable to the Work, including without limitation OSHA, L&I or other safety rules relating to COVID-19 and COVID-19 gubernatorial proclamations and orders. These laws, regulations, requirements, and orders are referred to as "COVID-19 Requirements."

Contractor's Bid includes all costs necessary for the duration of the Work for compliance with COVID-19 Requirements. Contractor's Bid takes into account that COVID-19 Requirements may create direct and indirect costs, including inefficiency and delay.

Contractor shall have no entitlement to an adjustment or other increase to the Contract Sum for any direct or indirect costs (including without limitation delay, cumulative impact, inefficiency or ripple costs) incurred by the Contractor to comply with COVID-19 Requirements.

4.5. OWNER-CONTRACTOR COORDINATION

4.5.1. Service of Notice

Contractor agrees that any Notice, order, direction, request or other communication by the Owner's Representative or Owner to the Contractor shall be deemed received by the Contractor if left at any office used by the Contractor or delivered to any of the Contractor's officers, clerks or employees or posted at the site of the Work or mailed to any post office addressed to the Contractor at the address given in the Contract Documents or mailed to the Contractor's last known place of business. If mailed, any form of communication will be deemed to have been given to and received by the Contractor the day after the day of mailing.

4.5.2. Suggestions to Contractor

Nothing in these Contract Documents requires the Owner's Representative to provide the Contractor with direction or advice on how to do the Work, construction practices, or means and methods. If the Owner's Representative approves, suggests or recommends any construction practice, means, method or manner for doing the Work or producing materials, the approval or recommendation shall not: (A) guarantee that following the method or manner will result in compliance with the Contract Documents; (B) relieve the Contractor of any risks or obligations under the Contract Documents; or (C) create any liability by the Owner to the Contractor.

Suggestions as to the plans or methods of accomplishing the Work or Contract requirements by the Owner or the Owner's Representative to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Owner and the Owner's Representative assume no responsibility therefor and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method or Work.

4.5.3 Meetings with Owner

The Contractor shall have its duly authorized representative attend periodic informational meetings with the Owner's Representative and City staff, as reasonably required by the Owner.

Contractor, Owner, and Owner's Representative shall meet as often as determined by the Owner's Representative, but no less often than once each month. The purpose of the meeting is to review Project status in relation to the construction schedule; review value of Work completed during the previous month; and, if applicable, review Contractor's plans to return Project status to that required by the schedule. If requested by the Owner or Owner's Representative, the Contractor shall submit a written progress report within five (5) days following this meeting, comprising:

1. The current construction schedule indicating percent complete, actual completion or start dates since the previous review, the estimated remaining duration for each activity in progress, Schedule of Values update, and narrative summary.
2. Reasons any activities are behind schedule and the corrective steps being taken.

4.5.4. Cooperation with Others

The Contractor agrees to permit entry to the Site of the Work by the Owner, its employees or other contractors performing work on behalf of the Owner. The Contractor shall afford to the Owner, other contractors and their employees, reasonable facilities and cooperation and shall arrange its work and dispose of its materials in such a manner as to not interfere with the activities of the Owner or of others upon the Site of Work. The Contractor shall promptly make good any Contractor-caused injury or damage to persons or property that may be sustained by other contractors or employees of the Owner. The Contractor shall join its work to that of others and perform its work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner will arrange meetings with other contractors performing work on behalf of the Owner to plan coordination of construction activities. The Contractor shall inform itself of the planned activities of other contractors and will coordinate its work with the other contractors.

Contractor shall notify the Owner of problems, interference or any difficulty with other contractors or workers engaged by the Owner. The Notice shall be sufficiently prompt and specific so as to allow the Owner to mitigate or avoid increased costs, time of performance, damages or injury. Contractor's failure to provide such Notice in a timely way shall be deemed a waiver and release of any and all Contract Claims relating to, arising out of, or caused by, any alleged interference, difficulty or problem with another contractor or worker engaged by the Owner.

5. PROGRESS AND COMPLETION

5.1. NOTICE TO PROCEED

Following execution of the Contract by the Owner, the Owner or Owner's Representative will give the Contractor a written Notice to Proceed. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform Work, and the Owner will not be obligated to accept or pay for Work performed by the Contractor or be liable for any Delays, prior to delivery of the Notice to Proceed. The Owner's knowledge of Work being performed prior to delivery of the Notice to Proceed will not obligate the Owner to accept or pay for such Work. Contractor waives any and all Contract Claims for an adjustment of Contract Sum and Contract Time arising out of, or related to, work it performs prior to receipt of the Notice to Proceed. The Owner may issue partial Notices to Proceed.

5.2. CONTRACT TIME

5.2.1. General

TIME IS OF THE ESSENCE IN PERFORMING THE CONTRACT. Failure to complete the Project within the contractually specified time may affect other Projects and Owner activities. Contract Time starts upon the later of the issuance of the Notice to Proceed or a date specified in the Notice to Proceed. The Contractor shall promptly start the Work as soon as possible after the date of the Notice to Proceed and shall prosecute the Work so that the various portions of the Project shall be completed in accordance with the Contract Time period. Contractor shall perform its work at such times and in such ways that the Work is not damaged by weather such as wind, rain, or snow. Contractor shall correct or repair at its sole expense any Work damaged by weather, irrespective of whether such damage is covered by insurance. No portions of the Work where acceptable quality will be affected shall be constructed while unfavorable conditions exist. By bidding on the Project and executing a Contract to perform the Work, Contractor agrees the contractually required completion dates are feasible, reasonable, and achievable for the Contract Sum. Contractor represents that it has considered all factors relevant to its price and achieving the Completion Dates, including, but not limited to, weather, Site access, labor conditions and the availability of materials, supplies and Equipment. Compliance with **ARTICLE 10. NOTICE TO OWNER, ARTICLE 12. CONTRACT CLAIMS**, and **5.2.2. Construction Schedule** are conditions precedent to a request for, consideration of, and grant of, any extension of Contract Time. Failure to request a time extension in the manner and in the time required by this section, and the Specifications referred to herein, constitutes a waiver by the Contractor of any and all entitlement to an extension of time and any adjustment of Contract Sum arising out, or related to, such Delay.

5.2.2. Construction Schedule

5.2.2.1 General

Contractor shall submit, update and maintain schedules as required by the Contract Documents.

The Contractor shall provide sufficient material, equipment, and labor to meet the interim milestones, Substantial Completion, Physical Completion and Completion Dates provided by the Contract Documents. The Owner allocates its resources to a Contract based on the total time allowed in the Contract. The Contractor may submit a schedule indicating Completion Date earlier than the end of Contract Time, but Owner cannot guarantee its resources will be available to meet such schedule. Owner shall not pay or be liable for any additional compensation if the Contractor is not able to meet a schedule that indicates a Completion Date earlier than the end of Contract Time.

Failure to schedule Owner furnished or installed materials and Equipment for installation on or after its planned arrival pursuant to the Owner's contract with the supplier or failure to Notify the Owner of tasks dependent upon the fact or date of arrival of such Owner furnished materials and Equipment, constitute a waiver by Contractor of any Contract Claim arising out of or related to the timeliness of the furnishing or installation of such material and Equipment. All schedules must allow for timely incorporation of any other's work under separate contract with Owner and for timely incorporation of work provided and

installed by Owner. Unless otherwise expressly authorized in writing by the Owner's Representative, the Contractor must integrate the schedules with the Schedule of Values and unit price items so that each construction activity is represented by a dollar value.

Float in a Progress Schedule belongs to the Owner.

Subcontractors shall review all schedules prior to submission to the Owner and Owner's Representative. At the Owner's option and sole discretion, Owner may require Contractor to obtain written acceptance of each schedule by Subcontractors as practical and feasible, as the schedule relates to Subcontractors' work.

Contractor shall not schedule any activity with an unrealistic, unduly long, or unduly short duration. Contractor shall use its best efforts in good faith to set reasonable durations for all activities. Contractor shall not attempt to "grab the Float" or make any effort to use any Float in the Progress Schedule for the benefit of the Contractor.

Contractor shall submit with each Application for Payment or progress pay estimate an updated Progress Schedule, but no less often than monthly. If requested by the Owner's Representative or the Owner, Contractor shall prepare and submit updated Progress Schedules from time to time, which may be more frequent than monthly.

The Contractor hereby expressly agrees and acknowledges that any failure by Contractor to provide accurate, complete, current and updated schedules with each and every progress pay estimate or Application for Payment constitutes a waiver of any and all claims or requests for adjustment of Contract Sum or Time that arise out of, result from, or are caused by, any Delay on the Project or scheduling of the Work. Timely submission of monthly updated schedules is a condition precedent to any later or subsequent Contract Claim or request for an adjustment of either Contract Sum or Time related to or arising out of time, an alleged Delay, or the schedule or sequence of Work. Similarly, the parties agree the Owner may withhold progress pay estimates if updated schedules are not timely submitted. These remedies are cumulative and not exclusive of any other remedy. The Owner's use of one or more of these remedies does not constitute an election or prevent the Owner from pursuing other remedies for this or other defaults.

The Owner's Representative's review of any schedule shall not transfer any of the Contractor's responsibilities to the Owner. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the Work within the Contract Time. Review by the Owner or Owner's Representative shall not constitute approval or acceptance of the Contractor's construction means, methods, sequencing, logic, order, precedence and succession of activities or Contractor's ability to complete the Work in a timely manner. Any mistakes or errors in any schedule, including, but not limited to, mistakes or errors of logic, order, precedence, and duration, are and remain the Contractor's. The Owner or Owner's Representative may comment upon the schedule.

5.2.2.2 Extensions of Contract Time

Any requests for extensions in Contract Time, whether resulting from Extra Work directed by the Owner or not, shall be accompanied by an analysis of schedules using the critical path method. This analysis shall include an updated schedule, an as-planned schedule, an as-built schedule, a but-for schedule, and narrative explaining the alleged causes, schedule impacts and all costs related to or arising out of the proposed extension. Any requests for extensions of Contract Time by the Contractor shall be submitted in accordance with these General Conditions. Extensions of Contract Time will be granted only as provided in the General Conditions and to the extent that affected critical activities exceed the Total Float time along the affected paths of the reviewed Preliminary Schedule at the time the change was authorized in writing by the Owner. Contractor has the burden of clearly and convincingly demonstrating entitlement to any adjustment of Contract Time.

If the Owner is solely responsible for any Delay to Substantial Completion, Physical Completion, Completion Date, or Final Acceptance, the Contractor shall only be entitled to compensation or other damages as described in **12.4 REMEDIES**, provided that Contractor timely gave Notice pursuant to

ARTICLE 10. NOTICE TO OWNER, timely submitted a Contract Claim pursuant to **ARTICLE 12. CONTRACT CLAIMS** and fulfilled the requirements of **5.2.2. Construction Schedule**.

5.2.3. Construction Progress

The Contractor shall furnish all labor, materials, facilities and Equipment necessary to insure the prosecution and completion of the Project within the interim milestones, Substantial Completion, Physical Completion and Completion Dates of the Contract. If Work falls seven (7) days or more behind the reviewed Preliminary Schedule, the Contractor agrees that, at its sole cost and expense, it will take all actions necessary to return the Project to the accepted schedule. These actions may include the following:

1. Increase labor in quantities and crafts.
2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of Equipment, or any combination of the foregoing.
3. Reschedule activities.

If requested by the Owner's Representative, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and insure completion of the Work within the Contract Time. All actions taken to return the Project to the accepted schedule are at the Contractor's expense.

The Contractor shall pay all costs incurred by the Owner that result from the Contractor's action to return the Project to its accepted schedule, including, but not limited to, additional, overtime, or third party inspection, design and construction management service costs. Contractor agrees that Owner shall deduct such charges from payments due the Contractor. It is further understood and agreed that none of the services performed by the Owner's Representative in monitoring, reviewing and reporting Project status and progress shall relieve the Contractor of responsibility for planning and managing construction Work in conformance with the construction schedule.

5.2.4. Delays

5.2.4.1 General

In the event of a Delay, the Contractor shall take immediate steps to minimize the Delay or avoid further Delay. The Contractor agrees it shall not make any Contract Claim or request for adjustment of Contract Time or Contract Sum based upon Delays for which it did not timely provide Notice to the Owner.

5.2.4.2 Bonuses

If the Contract Documents provide the Contractor with a bonus or other incentive for early completion of a milestone or other completion point, Contractor assumes the risk of Delays caused wholly or partially by third parties. Owner shall not pay any bonus that Contractor would have achieved but for any and all Delays caused in whole or in part by a third party. By way of example only, the Contractor bears the risk of utility companies' failure to locate underground utilities accurately and the Contractor bears the risk of timely asking for the marking of the location of underground utilities.

5.3. SUSPENSION PROCEDURES

The Owner may, at its convenience and at any time and without cause, suspend all or any part of the Work by notice in writing to the Contractor. The Work shall be resumed by the Contractor within five (5) days after receiving written notice from the Owner to do so. The Contractor will be allowed an increase in the Contract Sum or an extension of Contract Time, or both, directly attributable to any suspension in accordance with the Change Order procedures herein; provided, (1) the Contractor shall not be entitled to any increase to the extent caused by the Contractor and (2) Contract Sum increases and Contract Time extensions for suspension caused by Third Parties or Force Majeure Events are limited as set forth in **12.4.3.4 Third Party Caused Delays and Force Majeure**.

5.4. TERMINATION PROCEDURES

5.4.1. Termination by Owner for Default

The Owner may terminate the Contract upon written notice to Contractor and its surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations, or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon receipt of such notice by the Contractor.

For purposes of this paragraph, the Contractor shall be deemed to be in default upon the occurrence of any one or more of the following events:

1. If Contractor is bankrupt or insolvent.
2. If Contractor makes a general assignment for the benefit of creditors.
3. If a trustee or receiver is appointed for Contractor, or for any of Contractor's property.
4. If Contractor files a petition to take advantage of any debtor's law, or to reorganize under any bankruptcy chapter or law.
5. If Contractor repeatedly fails to make prompt payments to Subcontractors or others for labor, materials, or Equipment.
6. If Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction.
7. If Contractor disregards the authority of the Owner or Owner's Representative.
8. If Contractor violates in a substantial way the provisions of the Contract Documents or fails, neglects, or refuses to proceed in compliance with the provisions of the Contract Documents.
9. If the Contractor made material misrepresentations to the Owner with respect to: (a) its qualifications or those of its Subcontractors; (b) its or its subcontractors' ability to perform the Work in a timely, workmanlike manner; (c) the materials installed or to be installed; or (d) progress pay estimates.
10. If Contractor fails to supply sufficient skilled workers or suitable materials or equipment.
11. If Contractor refuses or fails to prosecute the Work with such diligence as will ensure its Physical Completion within the original Physical Completion time and any extensions of time which may have been granted to the Contractor by change order or otherwise.
12. If Contractor performs Work which deviates from the Contract.
13. If Contractor otherwise violates in any material way any provisions or requirements of the Contract.

After termination of the Contractor for default, the Owner may transfer performance of the Work to the Contractor's surety. The Owner may exclude the Contractor from the Site and take possession of the Work and all of the Contractor's tools, appliances, owned or rented construction equipment, and machinery at the Site and use the same to the full extent they could be used by the Contractor. The Owner may incorporate in the Work all materials and Equipment stored at the Site or for which the Owner has paid the Contractor, but which are not yet on Site. In such case, the Contractor will not be entitled to receive any further payment until the Work is finished. At the Owner's sole option, Contractor shall assign and transfer any contractual rights to material and Equipment to be installed, incorporated, or used in the performance of the Work. Owner shall credit Contractor for the reasonable fair market rental value of any and all Contractor owned equipment for so long as retained and used by the Owner. Owner shall credit Contractor for all materials and supplies on Site or on order, but not yet paid for by Owner, provided that ownership is transferred and assigned to the Owner and the materials and supplies conform to the requirements of the Contract Documents.

If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of the completed Work, including construction management services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner will be verified by the Owner's Representative and incorporated into a Change Order, but in finishing the Work, the Owner may negotiate for materials, Equipment and services to complete the Work and will not be required to obtain the lowest figure for Work performed.

Where the Contractor services have been so terminated by the Owner, the termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Owner will not release the Contractor from liability.

If the Owner terminates this agreement for default, and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way, the termination shall then be deemed to have been made for the convenience of the Owner pursuant to **5.4.2 Termination For Convenience**. In that event, any adjustment of Contract Sum shall be in accordance with the General Conditions.

The Contractor covenants and agrees that in the event suit is instituted by the Owner for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, the Contractor shall pay to the Owner all costs, expenses expended or incurred by the Owner in connection therewith.

In exercising the Owner's right to prosecute the Physical Completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing the Work. In the event that the Owner takes Bids for remedial Work or Physical Completion of the project, the Contractor shall not be eligible for the Award of such Contracts.

5.4.2. Termination for Convenience

Without prejudice to any other remedy it may have under law or and/or the provisions of the Contract, the Owner may terminate this Contract for convenience, with or without cause, in whole or in part, at any time by giving written notice to the Contractor. Termination will be effective upon receipt of such Notice by the Contractor. The Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

In the event of termination for convenience, the Contractor shall be compensated as provided in **9.2.3. Deleted Work**. The Contractor will be entitled to no further payments whatsoever for the Work.

In the event of a breach or default by the Contractor, Owner may, at its sole option, terminate this Contract in whole or in part for convenience as provided herein. The Owner may pursue any and all contractual, legal and equitable remedies for such breach or default. Absent an express written agreement to the contrary, a termination for the Owner's convenience shall not be deemed a waiver or release of any rights by the Owner nor shall the Owner be estopped from any legal or equitable remedies that may be appropriate.

5.4.3. Termination by Contractor after Suspension

If the Work has been wholly suspended pursuant to **5.3. Suspension Procedures** for more than ninety (90) days as measured from the date of the notice to suspend, then the Contractor may terminate this Contract by providing Owner with ten (10) days' Notice that the Contractor shall deem the Contract to be terminated if the Owner does not provide Contractor with notice to resume Work within those ten (10) days. Such termination shall be treated as a termination for the Owner's convenience pursuant to **5.4.2. Termination for Convenience**.

5.4.4. Contractor Obligations upon Termination

On receipt of notice of termination, the Contractor shall immediately discontinue the Work but shall do such Extra Work as may be ordered by the Owner's Representative or Owner to safeguard the Work then completed and the materials and Equipment then delivered to the Site of the Work and to leave the Work

in a safe and useful condition. Payment for this Extra Work will be made in accordance with **9.2. PAYMENT FOR CHANGES.**

5.4.5. Ownership of Materials upon Termination

As of the termination date, whether effected by the Owner or Contractor as provided herein, all the Contractor's right, title, and interest in and to materials ordered by the Contractor prior to termination, whether or not they have been delivered to the Site of Work, shall be vested in the Owner, and the Contractor shall, upon demand of the Owner, execute and deliver to the Owner all requisite bills of sale, assignments, and other documents of transfer that may be necessary to give effect to the intention of the termination procedures set forth above.

5.4.6. Opportunity to Cure

If the Contractor has not already had an opportunity to cure the default or breach the Owner shall specify the default or breach and a reasonable period of time to allow the Contractor to cure the default or breach. The notice of termination will state the time period in which cure is permitted and other conditions as the Owner, in its sole judgment, shall deem appropriate. If Contractor fails to remedy the breach or default or any of the terms, covenants, or conditions of this Contract to the Owner's satisfaction within the time period specified or the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

5.4.7 Waiver of Remedies for Any Breach

In the event that the Owner elects to waive its remedies for any breach by Contractor or any covenant, term or condition of this Contract, such waiver by the Owner shall not limit the Owner's remedies for any succeeding breach of that or of any other term covenant, or condition of this Contract.

5.5. POSSESSION AND USE OF COMPLETED PORTIONS OF THE WORK

The Owner shall have the right to take possession of and use completed or partially completed portions of the Work even though the time for completing the Work for such portions may not have expired. Operations and maintenance costs of use of such Work will be borne by the Owner. Such possession and use shall not be deemed as acceptance of the Work. If such prior possession or use increases the cost of the Work, the Contractor may be entitled to request extra compensation by giving Notice and following the procedures of **ARTICLE 10. NOTICE TO OWNER** and **ARTICLE 12. CONTRACT CLAIMS** within five (5) days of each occurrence. The Contractor shall not submit a Contract Claim for possession by the Owner of portions of the Work specifically required in the Contract Documents to be placed into use or operation before completion of the entirety of the Work.

5.6. POSSESSION OF INCOMPLETE PORTIONS OF THE PROJECT

Should the Contractor fail to meet any date specified for Substantial Completion of Work or any portion of work requiring early possession and use by the Owner, the Owner may, after a 10-day notice to the Contractor, take over such portion or any Work that is behind schedule. In such case, the Owner's Representative will prepare a list of incomplete Work taken over by the Owner. The cost of Owner's work will be charged to and deducted from amounts due to the Contractor. The Substantial Completion date of the entire or a portion of the Project will be established as the date when the Owner actually begins using the Project or portion of the Project for its intended purpose. Division of responsibilities between Owner and Contractor, beginning of warranties, and any other issues relating to Substantial Completion shall be as specified in **5.7. SUBSTANTIAL COMPLETION.**

5.7. SUBSTANTIAL COMPLETION

When the Contractor considers the Work to be Substantially Complete and ready for its intended use, it shall give Notice to the Owner's Representative. The Notice shall include an itemized list of remaining incomplete Work. If the Owner's Representative determine the Work is not substantially complete, the Contractor will be notified in writing, identifying the reasons for such a determination. If the Owner's

Representatives find the Work substantially complete, he or she will meet with the Contractor to (1) prepare a Punch List of incomplete items of Work; (2) define the division of responsibility between Owner and Contractor with respect to security, operation, maintenance, heat, utilities, insurance, and warranties; and (3) describe any other issues related to acceptance of the substantially completed Work.

If the Owner's Representative is not an employee of the Owner, the Owner's Representative will write to the Owner upon reaching agreement with the Contractor, certifying that the Work is substantially complete, listing the items of incomplete Work, stating the date for completion of incomplete Work, defining the division of responsibilities, and setting forth any other terms related to acceptance. In such event, the Owner will review the Owner's Representative's certification that the Work is substantially complete. If the Owner concurs, the Owner will notify the Contractor in writing that the Work is accepted as substantially complete. Except for any portion(s) of Work specified for early completion or required by the Owner for early possession, Substantial Completion will not occur for any Work until the entire Project is ready for possession and use. The acceptance notice will include a Punch List of incomplete Work items and corrective Work, set the date for their completion and repair, describe the division of responsibility between the Owner and Contractor, and describe any other terms of acceptance. The Contractor will acknowledge receipt of the acceptance notice in writing, indicating acceptance of all of its terms and provisions.

Subsequent to the Substantial Completion date, the Owner may exclude the Contractor from the Work during such periods when construction activities might interfere with the intended operation of the Project. The Owner, however, shall allow the Contractor reasonable access for completion or correction of incomplete Punch List items.

5.8. ACCEPTANCE OF WORK

Upon completion of the Project, including, but not limited to, record drawings, as-builts, required reports and operations and maintenance manuals, the Contractor shall so notify the Owner's Representative in writing. Upon receipt of the notification, the Owner's Representative will promptly, by personal inspection, determine the actual status of the Work in accordance with the terms of the Contract. If the Owner's Representative finds materials, Equipment, or workmanship that do not meet the terms of the Contract, he or she will prepare a Punch List of such items and submit it to the Contractor. Following completion of the corrective Work by the Contractor, the Owner's Representative will notify the Owner that the Work has been completed in accordance with the Contract. The Owner shall make the final determination of acceptability and completion. For portions of the Project not previously accepted as substantially complete, the conditions of guarantee shall commence on the date that the Owner determines the Project is complete.

6. CHANGES

6.1 OWNER'S RIGHT TO DIRECT CHANGES TO THE WORK

The Owner reserves the right to change the Work at any time. Such changes shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as changed. Among others, these changes and alterations may include:

1. Deleting or omit any part of the Work, Equipment or material to be provided under this Contract, and
2. Increasing or decreasing quantities,
3. Altering Specifications, designs, or both,
4. Altering the way the Work is to be done,
5. Adding new Work or Extra Work,
6. Altering facilities, Equipment, materials, services, or sites, provided by the Owner, and

7. Ordering the Contractor to accelerate or Delay Work.

If the Contractor and Owner do not agree upon scope of Work changed or adjustment to the Contract Sum and Contract Time, the Owner may, at its sole option, unilaterally direct the Contractor to implement any change by notice. The Owner shall not pay or be responsible or liable for any change implemented by the Contractor without explicit notice from the Owner to proceed.

6.2 EXTRA WORK

At its sole option, the Owner may (1) perform Extra Work itself, (2) employ others to do it, (3) direct the Contractor to perform the Extra Work at existing unit bid price, (4) direct the Contractor to perform the Extra Work at a mutually agreed upon price, or (5) direct the Contractor to perform the Extra Work on a Force Account basis.

6.3 CHANGE ORDERS

Changes to the Work may result in an increase or decrease in Contract Sum, as provided in **9.2.**

PAYMENT FOR CHANGES. Requests for an increase in Contract Time must be made as provided in **5.2.2.2 Extensions of Contract Time**, as applicable. Substantial changes in Contract Time, Contract Sum or Work will often be negotiated and agreed between the Contractor and Owner before the Owner directs the Contractor to proceed with the change.

If the Contractor and Owner agree on the scope of Work and any changes to Contract Sum and Contract Time, the Contractor and Owner shall execute an agreed Change Order. However, if the Contractor and Owner do not agree, the Owner may, in its sole discretion, issue a unilateral Change Order changing the scope of Work and making any adjustments to the Contract Sum pursuant to **9.2. PAYMENT FOR CHANGES** and Contract Time in such amount and for such time as the Owner thinks appropriate. Contractor agrees to use the agreed and unilateral Change Order forms included in the Contract Documents or otherwise provided by Owner. The Contractor accepts all requirements, terms and conditions of a Change Order by: signing it; writing a separate acceptance; or by failing to notify the Owner immediately in writing that Contractor disagrees with the Change Order and does not intend to be bound by its terms.

The Contractor waives all Contract Claims with respect to (and is estopped from denying its agreement with) any unilateral Change Order for which the Contractor does not immediately give Notice to the Owner as provided in **ARTICLE 10. NOTICE TO OWNER** and submit a Contract Claim as provided in **ARTICLE 12. CONTRACT CLAIMS**. A unilateral Change Order that is not timely protested as provided in this section shall be full payment and final settlement of all asserted and unasserted Contract Claims for Contract Time and all costs of any kind, including costs of Delays, inefficiencies and impacts, related to, arising out of, or resulting from, any Work described in the Change Order.

The Contractor shall obtain written consent of the surety or sureties if the Owner's Representative requests such consent.

6.4 VALUE ENGINEERING AND COST SHARING

The Contractor may submit proposals for changing the Drawings, Specifications, or other requirements of the Contract Documents and the Owner, in its sole discretion, may accept or reject such proposals. If accepted by the Owner and if the proposal decreases the direct, actual costs of constructing the Work, the Contract Sum shall be reduced by fifty percent (50%) of the direct, actual construction cost saved.

Because the Owner has the sole discretion whether to consider, accept or reject the Contractor's proposal and the Contractor has no right to require the Owner to consider or accept such proposals, the Owner's decision is not reviewable by any court. This subsection applies only to change proposals initiated solely by the Contractor (or its Subcontractors and Suppliers) and does not apply to change proposals requested or initiated by the Owner or the Owner's Representative. The Owner is not obligated or required to consider any Contractor initiated change proposals and may, in its sole discretion, refuse to do so. Under no circumstances shall the Contractor be entitled to additional compensation arising out of, or related to,

the Owner's refusal to consider or approve a Contractor initiated change proposal. The Contractor shall not do any of the following without the express written agreement of the Owner: fail to perform any Work; commence performance of any proposed change; reduce its resources assigned to performance of the Work in order to prepare a change proposal or in anticipation of approval of a change proposal; adjust or change the project schedule or take any action or fail to do any action that would affect the Completion Date of the Work; take any action or fail to take any action arising out of the Contractor's change proposal that would result in the Contractor seeking an adjustment upward of the Contract Sum.

7. LABOR STANDARDS

7.1. WAGES OF EMPLOYEES

7.1.1. General

Pursuant to the requirements of Chapter 39.12 RCW, the Contractor and each Subcontractor or other person doing the whole or any part of Work to be performed under this Contract in the State of Washington shall pay each employee working in the State of Washington an amount not less than the general prevailing rate of wage, as specified by the Industrial Statistician of the Department of Labor and Industries of Washington State, paid in the vicinity of the Work to be performed under this Contract for the particular grade or occupation of each employee

Any employee whose type of work is not covered by any of the classified wage rates specified by the Industrial Statistician shall be paid not less than the rate of wage listed for the classification that most nearly corresponds to the type of work performed.

In case any Dispute arises as to what are the prevailing rates of wages for work of a similar nature that cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his or her decision therein shall be final and conclusive and binding on all parties involved in the Dispute. The schedule of prevailing wage rates as determined by the Industrial Statistician for the locality or localities where this Contract will be performed are by this reference made a part of this Contract as though fully set forth herein. The Contractor shall be held responsible for notifying its Subcontractors of these wage requirements. Failure by either the Contractor or any Subcontractors to comply with requirements of Chapter 39.12 RCW will result in delay of payment to the Contractor and/or imposition of other sanctions as may be available under the law and this Contract.

7.1.2. Contractor's Responsibility

The Contractor will be held responsible for paying not less than the prevailing wages, including increases in such wages, over the term of this Contract. It is, therefore, imperative that the Contractor and its Subcontractors familiarize themselves with the wage rates before submitting bids based upon these Specifications.

7.1.3. Federal Labor Requirements

Contractor shall comply with applicable federal laws and regulations relating to workers, safety and labor.

7.2. PAYMENT CERTIFICATES

A. The Contractor and each Subcontractor on or before the date of commencement of the Work shall file a statement of "Intent to Pay" prevailing wages under oath with the Owner and with the Washington State Department of Labor and Industries certifying the rate of hourly wage including the usual benefits paid and to be paid each classification of laborers, workmen, or mechanics employed upon the Work by the Contractor or its Subcontractor that shall not be less than the prevailing rate of wage. No payment will be made to the Contractor prior to the submission of such statements and the issuance by the Industrial Statistician of said Department of an acknowledgment of approval. Such statement and any supplemental statements that may be necessary shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. Upon the completion of the Work, the

Contractor and all of its Subcontractors shall submit affidavits of wages paid to the Department of Labor and Industries in such form as may be required by said Department. Payment of the retained percentage will not be made until certification is received from the Department of Labor and Industries that the prevailing wage requirements of state law have been satisfied.

B. Any fees charged by the Department of Labor and Industries for filing such statements or submitting such affidavits shall be the responsibility of the Contractor, and each Subcontractor; if, for any reason, the Owner pays such fees, then the Contractor shall be charged the amounts thereof.

C. Unless otherwise determined by Owner, the Owner will require payroll reports for the Contractor and every Subcontractor be submitted weekly to the Construction Division, Public Works Annex, 3101 Cedar Street, Everett, Washington 98201. The payroll reports shall contain the following information:

1. Name and residence address of each worker.
2. Social Security number of each worker.
3. Classification of work performed by each worker. The classification shall be specific and match the classification categories listed in the Contract Documents.
4. Total number of hours employed each day.
5. Total number of hours employed during the payroll period.
6. Straight time and overtime hourly rate of wages paid to each worker.
7. Total or gross amount earned by each worker.
8. Deductions for Medical Aid, FICA, Federal withholding tax, and any other deductions taken.
9. Net amount paid each worker.
10. Contractor's, or Subcontractor's, name and address.
11. Days and dates worked.
12. Date of final day of pay period.
13. Whether fringe benefits were paid to each worker as part of the hourly wage rate or whether fringe benefits were paid into an approved plan, fund, or program.

Payrolls may be submitted on Federal payroll form WH-347, or equivalent. The reverse side of the form contains an affidavit that shall be filled out and signed. If the Contractor's payroll reports are computerized, the computerized reports may be submitted along with a Statement of Compliance affidavit photo copied from the back of form WH-347, or equivalent.

The first payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled "Initial." The last payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled "Final." Payrolls shall be sequentially numbered for all periods in which Work has been done. A certificate of completion for the Work, signed by the City, will constitute acceptance of the Work. The issuance of this certificate of completion will not constitute acceptance of unauthorized or defective Work or material is performed.

7.3. HOURS OF LABOR

Contractor shall comply with all applicable laws and regulations regarding hours of work, including, but not limited to, RCW Chap. 49.28.

7.4. CONTRACT WORK HOURS

The Contractor shall comply with Section 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. section 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under this section the Contractor shall compute the wages of every mechanic and laborer on the basis of a

standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated as required by law.

7.5. OVERTIME WORK

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable Notice to and written permission of the Owner's Representative. Permission may be denied for such reasons as noise, traffic, or other interference with the neighborhood in which the Project is located, or the lack of availability of inspectors during overtime or shift work.

7.6 LABOR RELATIONS

The Contractor shall take all reasonable steps to prevent any labor Disputes involving the Contractor and any of its Subcontractors or Suppliers of any products or services from disrupting the Work under this Contract or interfering with access to the Owner's property by the Owner, including its agents, representatives, employees and officials, any other contractors engaged in construction activities, or members of the public. In the event any picketing or other concerted activity by employees involved in a labor Dispute with the Contractor or its Subcontractors or Suppliers interferes in any way with access to the Owner's property by any persons, the Contractor shall promptly and expeditiously take all reasonable actions to eliminate or minimize such interference, including but not limited to: (1) utilizing all reasonable means of restricting any picketing to a single entrance to the Owner's property; (2) posting notices or signs which advise interested persons and labor organizations that a particular entrance to the Owner's property is for the employees of "primary" or, as the case may be, "neutral" employers; (3) policing entrances to ensure that only authorized personnel may use those entrances; (4) notifying all interested labor organizations of the "primary" or "neutral" status of particular entrances; and (5) in the event any such picketing or concerted activity is unlawful or has a secondary impact upon the employees of neutral employers, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or state or federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers.

The Owner will cooperate with the Contractor to accomplish the foregoing actions and will render assistance as may be in the best interests of the Owner. However, the Owner shall have the right to direct the Contractor to modify any of the foregoing actions the Contractor has taken or plans to take or to overrule such actions, to designate the entrances to be used as "primary" or "neutral" entrances, and to take appropriate legal action in order to protect the Owner's property and interests. In any event, the Contractor shall be liable for all Delays and costs, including costs to the Owner, and actual damages resulting from the relocation, rerouting, Delays or actions required to maintain the uninterrupted progress of the Work. Failure by the Contractor to take the actions described above or to comply with the directives of the Owner shall be considered a breach of this Contract and the Owner may terminate the Contract or suspend the Contractor as provided in this Contract.

8. MATERIAL, EQUIPMENT, WORKMANSHIP AND CONSTRUCTION UTILITIES

8.1. GENERAL

Unless otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for materials, labor, tools, Equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the Work within the specified time. Contractor shall be liable for all power and water costs until Substantial Completion, whether such power or water is provided by temporary or permanent facilities. Owner shall not be liable for any costs or Delays arising out of or caused by the availability or lack of availability of permanent power or utilities. Material and Equipment shall be new and of the specified quality. Equipment offered shall be new or current specified models. This requirement does not apply to minor details, or to thoroughly demonstrated improvements in design or in

materials of construction. Construction Work shall be executed in conformity with the standard practice of the trade.

8.2. PRODUCT DATA

When specified, the Contractor shall provide data required for inspecting, testing, operating, or maintaining parts of the Work. Unless otherwise specified, such data shall be provided at the time the referenced material or Equipment is delivered to the job Site. The data shall be as specified and shall include, unless otherwise specified, such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists, and record drawings. Such data shall be provided as part of the Work under this Contract and its acceptability determined by the Owner in its sole discretion.

8.3. QUALITY

Where detailed Specifications of materials, Equipment, or construction Work are not set forth, the Contractor shall perform the Work using materials and Equipment of a quality comparable to the materials and workmanship specified for the other parts of the Work, from firms of established good reputations, and shall follow standard practices to perform construction Work of good quality in a workmanlike way. Work performed shall be in conformity and harmony with the intent to secure the standard of construction and Equipment of Work as a whole and in part. All Work must comply and conform to applicable building codes in effect when the Work is performed.

8.4. MATERIAL AND EQUIPMENT SPECIFIED BY NAME

When material or Equipment is specified by reference to patents, brand names, or catalog numbers, the Owner will not usually consider or approve a substitution. However, the Contractor may offer substitutions of products it considers to be equal to that specified, but the Owner is not obliged or required to consider or accept such offered substitution.

8.5. REQUESTS FOR SUBSTITUTION

The Contractor may offer material or Equipment of equal or better quality and performance in substitution for those specified. Only the Contractor may request substitutions. The Contractor's offers of substitution shall be made in writing to the Owner's Representative and shall include sufficient data to enable the Owner's Representative to assess the acceptability of the material or Equipment for the particular application and requirements. The Owner and Owner's Representative are not required or obligated to consider or review a request for substitution and may, in their sole discretion and option, consider or review such requests.

If the offered substitution requires changes to or coordination with other portions of the work, the Contractor shall include with its substitution request any such drawings and details showing such changes. The Contractor agrees to perform these changes as part of the substitution of material or Equipment at no additional cost to the Owner. Approval of a substitution request shall not relieve the Contractor from responsibility for the efficiency, quality, and performance of the substitute material or Equipment, in the same manner and degree as the material and Equipment originally specified. Any cost differential associated with a substitution shall be reflected in the offer. If the Owner approves the substitution, the Contract Documents shall be modified by a Change Order modifying the Contract Sum in the amount of the cost differential.

8.6. DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS

8.6.1. Inspection

The burden of proving the constructed Work complies with the Contract Documents shall be on the Contractor at all times. To demonstrate its compliance with the Contract requirements, the Contractor shall assist the Owner's Representative in his or her inspection and observation of the Work. The Contractor shall grant the Owner's Representative access to the Work and Work Site, and to places where

Work is being prepared, or where materials, Equipment, or machinery are being obtained for Work. The Contractor shall provide information requested by the Owner's Representative in connection with inspection work.

If the Contract Documents, laws, ordinances, or any public regulatory authority requires parts of the Work to be specially inspected, tested, or approved, the Contractor shall give the Owner's Representative adequate prior written Notice of the availability of the subject Work for examination, which Notice shall be not less than two (2) working days.

Inspection and quality control tests performed on Work by the Contractor by the Owner's Representative shall not relieve the Contractor of its responsibility for errors or lack of quality therein and shall not be regarded as an assumption of risks or liability by the Owner's Representative for the Contractor's compliance with these Contract Documents. Contractor remains responsible and liable for all errors, defects or a lack of quality not discovered by inspection or observation.

If parts of the Work are covered prior to inspection or observation, the cost of exposing the Work for inspection and closing and re-covering shall be borne by the Contractor regardless of whether the Work is found to be in compliance with the Contract.

8.6.2. Samples of Materials

The Contractor shall provide Samples or specimens of materials to be incorporated in the Work that require laboratory examination or special testing, as requested by the Owner's Representative. Such Samples or specimens shall be provided in ample time to permit making proper test analysis and examinations before the Contractor plans to incorporate the material into the Work. An independent testing laboratory will conduct tests of material in accordance with the Specifications. In the absence of a specific test requirement, the Owner's Representative will determine the appropriate standard test to be used.

8.6.3. Certification

In cases where compliance of materials or Equipment to Contract requirements is not readily determinable through inspection and tests, the Contractor shall provide properly authenticated documents, certificates, or other proof satisfactory to the Owner's Representative that the materials and Equipment comply with the Contract requirements. These documents, certifications, and proofs shall include performance characteristics, construction materials, and physical or chemical characteristics of materials. The Contractor shall pay all associated costs of such certification.

8.6.4. Inspection at Point of Manufacturing

The Contractor shall be responsible and reimburse the Owner for the costs of inspections occurring outside of Whatcom, Skagit, Island, Snohomish, King, Pierce and Thurston counties if (a) inspection and testing of materials or Equipment in the vicinity of the Work by the Owner is not practicable, (b) the Contractor requests the Owner to inspect and test material or Equipment at the point of manufacture, or (c) the Specifications require that inspection, testing or witnessing of tests take place at the point of manufacture. Costs to be paid or reimbursed by the Contractor include, but are not limited to, travel, subsistence, labor and lodging expenses of the Owner's inspector.

8.6.5. Testing and Commissioning of Completed Work

Testing and commissioning of all mechanical, electrical, and instrumentation systems and completed portions of the Work, functioning as a completed system and the complete Project, functioning as a completed facility, shall be done in accordance with the Specifications.

8.6.6. Storage of Materials and Equipment

Contractor shall store materials and Equipment so as to insure the preservation of their quality and fitness for the Work. Stored Equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for damages, loss or casualty occurring to materials and Equipment until Final Acceptance.

8.6.7. Manufacturer's Directions

Manufactured articles, material and Equipment shall be transported, stored, applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified herein. Manufacturer's installation instructions and procedures shall be provided to the Owner prior to installation of the manufactured articles, material and Equipment.

8.7. DEFECTIVE WORK

8.7.1. Correction of Defective Work

When, and as often as the Owner's Representative determines through his or her inspection procedures, material, Equipment or workmanship incorporated in the Project do not meet the requirements of the Contract, the Owner's Representative will give written notice of the noncompliance to the Contractor. Within fourteen (14) days from the receipt of such notice, the Contractor shall undertake the Work necessary to correct the deficiencies, and to comply with the Contract. If the Contractor disagrees with the Owner's Representative's determination and believes that the corrective Work should be covered by a Change Order, he or she shall immediately notify the Owner, in writing, setting forth its position. Within five (5) days after receipt of the Contractor's notification, the Owner will review the matter and notify the Contractor, in writing, of his or her determination.

If the Owner determines that the corrective Work is required to comply with the Contract, the Contractor shall proceed with such Work. As a condition precedent to the Contractor's request for adjustment of Contract Sum, Contract Time, or both, resulting from the performance of such corrective Work, the Contractor shall, within fifteen (15) days after receipt of the Owner's determination, provide the Owner with Notice of a Contract Claim for an adjustment of Contract Sum, Contract Time, or both. Contract Claims not timely and completely submitted are deemed waived. The Contractor shall document the cost information associated with the corrective work with daily records in accordance with Force Account procedures and shall provide such information to the Owner's Representative daily. Receipt of the cost data by the Owner's Representative will not be construed to be an acceptance of the corrective Work, or an authorization for a Change Order to cover the corrective Work. Contractor waives any such Contract Claim by failing to maintain accurate and complete Force Account records.

8.7.2. Retention of Defective Work

In its sole discretion, the Owner may retain Work that is not in compliance with the Contract. The Owner will determine the just and reasonable value for such defective and/or noncompliant Work and deductions will be made in the payments due or to become due to the Contractor. Final Acceptance will not act as a waiver of the Owner's right to recover from the Contractor an amount representing the deduction for retention of defective and/or noncompliant Work.

8.8. MATERIALS AND EQUIPMENT FURNISHED BY OWNER

Contractor shall install materials and Equipment furnished by the Owner as provided in the technical sections of the Specifications. Furnishing of material and Equipment by the Owner will be considered conclusive evidence of their acceptability for the purpose intended. If the Contractor discovers defects in material or Equipment furnished by the Owner, he or she shall immediately notify the Owner. After such discovery, the Contractor shall not proceed with Work involving Owner-furnished materials and Equipment unless authorized by the Owner. Unless otherwise noted or specifically stated, materials and Equipment furnished by the Owner, which are not of local occurrence or manufacture, are considered to be "FOB" railroad station or truck terminal nearest to the Site of the Work. At no cost to the Owner, the Contractor shall unload, transport, store, and protect such material and Equipment from damage. The Contractor shall inspect such Owner-furnished material and Equipment on receipt and provide the Owner with written acceptance for the incorporation of said material and Equipment into the Work. After receipt by the Contractor, the Contractor bears all risk of loss and casualty to Owner furnished materials and Equipment.

8.9. GUARANTEE

The Contractor warrants to the Owner that all materials and Equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the Owner, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and Equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects.

"Acceptance of the Work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract that has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The Owner and the Contractor agree that the guarantee on the completed portions of the Work possessed and used by the Owner shall commence as to those portions on the date that the Owner takes possession of those portions and so notifies the Contractor in writing. Owner and Contractor further agree that such taking possession and use shall not be deemed as acceptance of the Work. Takeover of completed portions of the Work shall be at the Owner's option and will not be made until the Work can be put into routine service on a permanent basis.

The guarantee provided in this section 8.9 shall be in addition to those specific guarantee or warranty requirements for particular Equipment and Work items as indicated in the Specifications.

8.10. CORRECTION PERIOD

If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by the terms of any applicable special guarantee or warranty required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damage to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 8.6.6. is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such damaged land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where Delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of Work of others) will be paid by Contractor.

The Owner is hereby authorized to make such repairs if, ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of an emergency where, in the opinion of the Owner, Delay could cause serious loss or damage, repairs may be made prior to or concurrent with notice being sent to the Contractor. All expenses in connection with such repairs will be charged to the Contractor.

In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 8.10, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations under this Paragraph 8.10 are in addition to any other obligation, guarantee or warranty. The provisions of this Paragraph 8.10 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

9. MEASUREMENT AND PAYMENT

9.1. PAYMENTS TO CONTRACTOR

9.1.1. Schedule of Values

The Contractor shall submit a Schedule of Values at least fifteen (15) days prior to submitting its first Application for Payment. If the Project contains Unit Price Work, in whole or in part, then the Schedule of Values for that portion of the Work shall also be based on unit prices. If the Bid form calls for a lump sum price, in whole or in part, then the Schedule of Values shall: reasonably allocate the Contract Sum among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Contractor's schedule; break down the Contract Sum showing the value assigned to each part of the Work; include an allowance for profit and Overhead; include Unit Price Work, if and to the extent indicated on the Bid form; be so organized as to facilitate assessment of work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Contractor's schedule. Contractor shall provide documentation substantiating the cost allocation if asked by the Owner's Representative. Upon acceptance of the Schedule of Values by the Owner's Representative, it shall be used as a basis for all requests for payment.

9.1.2. Progress Payments

9.1.2.1 Payment Request Procedures:

By the tenth day of each month, or by schedule mutually agreed upon in writing by the Contractor and Owner's Representative, the Contractor shall submit to the Owner's Representative a partial payment estimate filled out and signed by the Contractor covering acceptable Work performed during the previous month, or since the last partial payment estimate was submitted. Contractor's submission of a progress pay estimate constitutes a material representation by the Contractor that it performed all of the Work described in the progress pay estimate during the relevant time period in a workmanlike manner and that the materials for which payment is requested reasonably conform to the Specifications and are either on the job Site or have been installed. If requested by the Owner's Representative, the Contractor shall provide such additional data as may be reasonably required to support the payment estimate. Such data may include satisfactory evidence of payment for Equipment, materials and labor including payments to Subcontractors and Suppliers. Certified invoices by the Suppliers shall accompany a request for payment for delivered Equipment and material. Such Equipment and material shall be suitably and safely stored at the Site of the Work. Payment requests shall summarize accepted operating and maintenance material with request for Equipment payment. A progress payment is preliminary only. By making a progress payment, the Owner does not waive or release its right, nor is it estopped from asserting, that previous progress payments were not earned or were in error, whether in whole or in part.

9.1.2.2 Review Procedures:

The Owner's Representative will review the estimate and either indicate in writing to the Owner his or her concurrence with the estimate and his or her recommendation that payment be made, or indicate in

writing to the Contractor his or her reasons for not concurring with the estimate. If the Owner's Representative recommends payment and the Owner concurs, the Owner will pay the Contractor a progress payment on the basis of the approved partial payment estimate, less retainage and any amounts the Owner may withhold pursuant to Contract or law. The recommendation of the Owner's Representative is not conclusive, final or binding upon the Owner.

In the event the Owner's Representative does not concur with the estimate, the Contractor may make the changes necessary to obtain the Owner's Representative's concurrence and resubmit the partial payment estimate, or submit the original progress payment estimate directly to the Owner, indicating in writing its reasons for refusing to make the changes necessary to obtain concurrence.

9.1.2.3 Retained Percentage

As provided in 9.7. **Retainage**, the Owner will retain five percent (5%) of all progress payments.

9.1.2.4 Withholding

The Owner's Representative may refuse to recommend the whole or any part of any payment if in the Owner's Representative's opinion it would be incorrect to make such recommendation to the Owner. The Owner's Representative may also refuse to recommend any such payment, or because of subsequently discovered evidence or the result of tests, may nullify any such payment previously recommended to such extent as may be necessary in the Owner's Representative's opinion to protect the Owner from loss as a result of:

1. Defective or damaged Work.
2. A deductive Change Order.
3. Persistent failure of the Contractor to perform the Work in accordance with the Contract Documents, including failure to maintain the progress of the Work in accordance with the construction schedule. Persistent failure to maintain the progress of the Work shall mean that for a period of two consecutive months following a written notice from the Owner's Representative or Owner, the Contractor fails to correct a behind-schedule condition at a rate that would reasonably indicate that he or she will finish the Project on schedule.
4. Disregard of authority of the Owner or Owner's Representative or the laws of any public body having jurisdiction.
5. Liquidated damages.
6. Misrepresentation of the quality of materials installed or amount of Work performed.
7. Discovery that a previous pay estimate erred with respect to the amount of Work performed or materials installed, irrespective of the Owner's Representative's recommendation at the time of the progress pay estimate.
8. Any other event that consists of a default under Section 5.4.1 of these General Conditions.

The Owner may refuse to make payment of the full amount recommended by the Owner's Representative because of Contract Claims made against the Owner on account of Contractor's performance or furnishing the Work or because of liens filed in connection with the Work or other set offs entitling Owner to reduce the amount recommended. In such case, the Owner shall give Contractor prompt written notice with copy to the Owner's Representative stating the reasons for each action.

9.1.3. Final Payment

Upon receipt of Contractor's written Notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will inspect the Work. If the Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed and if the Contractor has signed a final contract voucher in the form provided by the City, the Owner's Representative will issue a final certificate for payment. The certificate for payment (or

certificate of completion) will state that to the best of the Owner's Representative's knowledge, the Work appears to have been completed in accordance with terms and conditions of the Contract Documents.

Final payment shall not become due until the Contractor, unless otherwise determined by the City, submits to the Owner's Representative; (1) an affidavit that payrolls, bills for materials and Equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered, less amounts withheld by Owner, have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written Notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Prior estimates and payments, including those relating to Extra Work or Work omitted, shall be subject to correction by the final payment.

If, after Substantial Completion of the Work, Final Acceptance thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Acceptance, and the Owner's Representative so confirms, the Owner may, upon application by the Contractor and certification by the Owner's Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Acceptance of final payment by the Contractor, a Subcontractor or material Supplier shall constitute a waiver of Contract Claims by that payee, except those Contract Claims previously timely and completely submitted that remain pending at the time of final payment, provided that Contractor specifically so notifies the Owner in writing prior to the Owner making such final payment. Payment by the Owner shall not release the Contractor or its surety from any obligation under the Contract or under the payment and performance bond.

9.2. PAYMENT FOR CHANGES

9.2.1. Changes in Estimated Quantities of Unit Price Work

Contractor will be paid only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantities of an item of Unit Price Work vary from the quantities originally estimated in the Contract Documents, payment will be at the Contract unit prices for accepted Work. If the total quantity of a Unit Price Work item varies by more than twenty-five percent (25%) from the quantity originally estimated in the Contract Documents, that part of the variance exceeding twenty-five percent (25%) may be adjusted as follows:

9.2.1.1. Increased Quantities

Either party to the Contract will be entitled to renegotiate the price for that portion of the actual quantity in excess of one hundred twenty-five percent (125%) of the original Bid quantity. The price for increased quantities will be determined by agreement of the parties, or, where the parties cannot agree, the price will

be determined by the Owner's Representative based upon the actual costs to perform the Work, including reasonable markup for Overhead and profit.

9.2.1.2. Decreased Quantities

Either party to the Contract will be entitled to an adjustment of Contract Sum if the actual quantity of Work performed is less than seventy-five percent (75%) of the original Bid quantity. The adjustment of Contract Sum in the case of decreased quantities shall be based upon any increase or decrease in costs due solely to the variation of the estimated quantity. The total payment for any item will be limited to no more than seventy-five percent (75%) of the amount originally Bid for the item.

9.2.1.3. Limitations

The following limitations shall apply to the adjustment:

1. The equipment rates shall be actual cost but shall not exceed the rates set forth in the AGC/WSDOT Equipment Rental Agreement in effect at the time the Work is performed.
2. No payment will be made for extended or unabsorbed home office Overhead and field Overhead expenses to the extent that there is an unbalanced allocation of such expenses among the Contract bid items.
3. No payment for consequential damages or loss of anticipated profits will be allowed because of variance in quantities from those originally shown in the bid form, Contract provision, and Drawings.

When ordered by the Owner's Representative, the Contractor shall proceed with the Work pending determination of the adjustment of Contract Sum or Contract Time for the variation in quantities.

The Owner will not adjust for increases or decreases if the Owner has entered the amount for the item in the bid form only to provide a common Bid for Bidders.

9.2.2. Changes in Work Not Covered By Unit Prices

Contractor shall be paid for changes in Work not covered by unit prices as provided in **9.5.**

ADJUSTMENT OF CONTRACT SUM.

9.2.3. Deleted Work

The Owner's Representative may delete Work as provided in **ARTICLE 6. CHANGES** or may terminate the Contract in whole or part as provided in **5.4.2. Termination for Convenience**. When the Contract is partially terminated for the Owner's convenience, the partial termination shall be treated as a deductive Change Order for payment purposes under this section.

Payment for completed items will be at Contract unit prices or pursuant to the Schedule of Values.

When a Change Order deletes an item in whole or in part, or when the Contract is terminated for convenience in whole or in part, payment for deleted or terminated Work will be made as follows:

1. Payment will be made for the actual number of units of Work completed at the unit contract prices unless the Owner's Representative determines the unit prices are inappropriate for the Work actually performed. When the Owner's Representative determines the unit prices are inappropriate for the Work actually performed, payment for Work performed will be as mutually agreed. If the parties cannot agree, the Owner's Representative will determine the amount of the adjustment of Contract Sum in accordance with **9.5. ADJUSTMENT OF CONTRACT SUM;**
2. Payment for partially completed lump sum items will be as mutually agreed. If the parties cannot agree, the Owner's Representative will determine the amount of the adjustment of Contract Sum in accordance with **9.5. ADJUSTMENT OF CONTRACT SUM;**
3. To the extent not paid for by the Contract Sum for the completed units of Work, the Owner will pay as part of the adjustment of Contract Sum those direct costs necessarily and actually incurred

by the Contractor in reasonable anticipation of performing the Work that has been deleted or terminated;

4. The total payment for any one item in the case of a deletion or partial termination shall not exceed the Bid price as modified by approved Change Orders less the estimated cost, including Overhead and profit, to complete the Work and less any amount paid to the Contractor for the item;
5. If the entire remainder of the Contract is terminated, the total payment to the Contractor shall not exceed the total Contract Sum as modified by approved Change Orders less those amounts paid to the Contractor before the effective date of the termination; and
6. No claim for damages of any kind or for loss of anticipated profits or consequential damages on deleted or terminated Work will be allowed because of termination or Change Order. Contract Time shall be adjusted as the parties agree. If the parties cannot agree, the Owner's Representative will determine the adjustment of Contract Time.

Acceptable materials ordered by the Contractor prior to the date the Work was terminated or deleted will either be purchased from the Contractor by the Owner at the actual cost and shall become the property of the Owner, or the Owner will reimburse the Contractor for the actual costs of returning these materials to the Suppliers.

If Contractor disagrees with the adjustment of Contract Sum determined by the Owner's Representative, Contractor may submit a Contract Claim for the difference between the amount determined by the Owner's Representative and the amount sought by the Contractor.

Contractor shall not be entitled to anticipated profits on deleted, terminated, or uncompleted Work.

9.3. CHARGES TO CONTRACTOR

The Contractor shall pay the Owner on demand everything charged to it under the terms of this Contract. Such charges may be deducted by the Owner from money due or to become due to the Contractor under the Contract. The Owner may recover such charges from the Contractor or from its surety.

Contractor agrees to pay the costs of overtime or excessive inspection and observation costs incurred by the Owner. Overtime inspection shall include inspection required during Saturdays, Sundays, City holidays and weekdays, in excess of 40 hours per week or outside of normal working hours and inspections or observations that result in an inspector or observer working more than forty hours in a week. Costs of such overtime or excessive inspection or observation include architecture, engineering, construction management services, inspection, general supervision and Overhead expenses which are directly chargeable to the overtime or excessive work. Contractor agrees that Owner will deduct such charges from payments due the Contractor. In the event the Owner by Change Order requires the Contractor to work in excess of the established schedule of working hours, the Owner will not charge the Contractor for inspection costs associated therewith.

9.4. COMPENSATION TO OWNER FOR TIME EXTENSION

The Owner shall be compensated by the Contractor for the actual costs to the Owner of engineering, inspection, general supervision, right-of-way costs, permit fees, Overhead expenses, and any other ascertainable direct costs to the Owner that are directly chargeable to the Work and which accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final payment by the Owner.

9.5. ADJUSTMENT OF CONTRACT SUM

9.5.1 Calculation

Except as otherwise expressly provided in these General Conditions, any and all adjustments of Contract Sum shall be determined as follows:

1. If the parties are able to agree, the price will be determined by using:

- a. Unit prices, if the Work items are defined by unit prices; and
 - b. Other prices agreed upon by the Contractor and Owner for Work not defined by unit prices.
2. If the parties cannot agree, the Owner's Representative will determine the price pursuant to the following order:
 - a. Unit prices, if the Work items are defined by unit prices; and
 - b. Other means to establish the reasonable cost of the Work if it is not defined by unit prices, including, but not limited to, Force Account as described in **9.6. FORCE ACCOUNT**, the Schedule of Values, or estimating manuals.

9.5.2 Limitations

The following limitations shall apply in determining the amount of an adjustment:

1. Except as otherwise expressly provided, Contractor will only be paid for costs it clearly and convincingly proves it actually and directly incurred, and shall not include consequential or indirect damages not otherwise expressly permitted by the Contract Documents. Costs and damages for which Owner shall not be liable under any circumstances include, but are not limited to: (a) borrowing or interest costs, charges, or expenses of Contractor; (b) alleged lost profit or Overhead on any other project; and (c) Contractor's failure or inability to obtain other work.
2. No Contract Claim for adjustment of Contract Sum or additional compensation for extra, affected, impacted or inefficient Work will be allowed where the Contractor does not keep and maintain contemporaneous, complete and accurate time records for labor and equipment and contemporaneous, complete and accurate records for materials and where such records do not contemporaneously segregate and allocate by time, location and work the time and costs for each item or element of such work. Contractor's failure to keep and maintain such records constitutes a waiver of any Contract Claim or request by the Contractor for adjustment of Contract Sum for such costs or event.
3. To the extent the Contractor is entitled to an adjustment of Contract Sum due to any Delay or extension of Contract Time, Contractor shall be compensated as provided in **12.4 REMEDIES**. Such compensation shall be full, adequate and complete compensation for all direct, indirect, cumulative, inefficiency, impact and ripple costs causing, arising out of, or relating to such delays or extension.
4. Contractor and Owner agree that compensation to the Contractor for a Contract Claim shall not exceed the Contractor's actual costs based upon Force Account as described in **9.6. FORCE ACCOUNT**. Contractor waives, releases, and agrees not to submit any request for adjustment of Contract Sum or Contract Claim based upon a "total cost" or "modified total cost" calculation, in whole or in part, but instead agrees that any and all requests for compensation shall be based upon accurate, complete and contemporaneous cost records that segregate and allocate actual costs (a) between base Contract Work and the work for which additional compensation is sought and (b) between each item of work for which additional compensation is sought. Claims for inefficiency shall only be based on and calculated by a comparison of productivity of similar Work performed in an unaffected or least affected area of the Project.
5. No claim for consequential damages of any kind will be allowed.

9.5.3 Unabsorbed and Extended Overhead

Any Extended or Unabsorbed Overhead to which the Contractor may be entitled shall be calculated using the *Eichleay* formula by:

1. Determining the pro-rata amount of Overhead allocable to the subject project. This is accomplished by multiplying Overhead costs by the ratio of the subject project's billings to the Contractor's overall billings during the overall period of the subject Project's performance. The result is "Allocable Overhead."

- a. Any additional and unresolved direct cost claims presented by the Contractor concurrently with any request for Extended and/or Unabsorbed Overhead shall not be included in determining the ratio of the subject Project billings to overall Contractor billings for the period of project performance.
2. Determining the daily amount of Allocable Overhead for the subject Project. This is accomplished by dividing the Allocable Overhead for the subject Project by the number of days (as contractually defined) of Contract performance. The result is the Daily Rate of Allocable Overhead.
3. Determining the gross amount of potential additional compensation for Home Office Overhead due to the project extension. This is accomplished by multiplying the Daily Rate of Allocable Overhead by the number of days of project extension caused solely by the Owner. This results in the Gross Amount of Additional Home Office Overhead Compensation.
4. Adjusting the Gross Amount of Additional Home Office Overhead Compensation for any additional contribution for Overhead received by the Contractor on any Change Orders that are being presented and resolved concurrently with the subject calculation for Unabsorbed and/or Extended Home Office Overhead. The necessary adjustment would be to reduce the Gross Amount of Additional Home Office Overhead Compensation by any additional compensation for Overhead included in any direct cost claims being resolved concurrently with any claim for Extended and/or Unabsorbed Home Office Overhead.

Contractor shall not receive compensation for cost of use of equity capital.

9.6. FORCE ACCOUNT

If Work or materials are to be paid for by Force Account, payment amounts will be determined and Contractor shall contemporaneously prepare, keep and maintain records segregated and allocated by time, location and item of Work in compliance with this subsection. Such records must be contemporaneously countersigned by the Owner or the Owner's Representative (or its designee). Any records not countersigned by the Owner or Owner's Representative shall be excluded from the calculation of payment under this subsection.

The payments provided for herein shall be full payment for all Work done on a Force Account basis. The payment shall be deemed to cover all expenses of every nature, kind, and description, including all Overhead expenses, profit, occupational tax and any other Federal or State revenue acts, premiums on public liability and property damage insurance policies, and for the use of small tools and equipment for which no rental is allowed.

No Contract Claim for Force Account shall be allowed except upon written order by the Owner's Representative for Extra Work prior to the performance of the Extra Work. No Extra Work shall be construed as Force Account Work that can be measured under the Specifications and paid for at the unit prices or lump sum named in the Contract.

The Owner's Representative shall compute the amount and costs of any Work to be paid by Force Account, and the amount certified by the Owner's Representative shall be final as provided in **3.2.**

OWNER'S REPRESENTATIVE.

The Contractor's wage, payroll, and cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit as provided in **ARTICLE 17. AUDITS.**

9.6.1 Labor.

The Owner will reimburse the Contractor for labor and for supervision by foremen dedicated solely to the particular Force Account item of Work, but not for supervision by general superintendents or general foremen. The Owner's Representative will compute the labor payment on the basis of these four factors:

1. Weighted Wage Rate. The Weighted Wage Rate combines:

- a. the current basic wage and fringe benefits the Contractor is required and has agreed to pay,
- b. Federal Insurance Compensation (FICA),
- c. Federal Unemployment Tax Act (FUTA), and
- d. State Unemployment Tax Act (SUTA)

A Weighted Wage Rate shall be computed for each classification of labor used. This rate shall reflect the Contractor's actual cost. It shall neither exceed what is normally paid to comparable labor nor fall below the minimum required by **7.1. WAGES OF EMPLOYEES**. If the Owner's Representative authorizes overtime, the Weighted Wage Rate shall be determined on the same basis.

2. Travel Allowance and Subsistence. This includes the actual costs of allowances for travel or subsistence paid to employees in the course of their work on the item. This reimbursement will be made only if such allowances are required by a regional labor agreement or are normally paid by the Contractor to comparable labor for performing other work.
3. Industrial Insurance and Medical Aid Premiums. The Owner will reimburse Contractor-paid premiums for Marine Industrial Insurance, for State of Washington Industrial Insurance, and Medical Aid Premiums that become an obligation of the Contractor and are chargeable to the Force Account Work. The Owner will not pay the Contractor for Medical Aid premiums that are paid by the employees.
4. Overhead and Profit. The Owner will pay the Contractor twenty-nine (29) percent of the sum of the costs listed in a, b, and c above to cover Project Overhead, general company Overhead, profit, and any other costs incurred.

9.6.2. Materials.

The Owner will reimburse actual invoice cost for Contractor-supplied materials. This cost includes actual freight and express charges and taxes, provided that these costs have not been paid in some other manner under the Contract. A deduction will be made for any offered or available discounts or rebates if the Owner has provided the Contractor with the means to comply with the provisions allowing the discount. The Owner will then add twenty-one (21) percent of the balance to cover Project overhead, general company Overhead, profit, and any other cost of supplying materials.

To support charges for materials, the Contractor shall provide the Owner's Representative with authentic, complete and accurate copies of vendor invoices, including freight and express bills. If invoices are not available for materials from the Contractor stocks, the Contractor shall certify actual costs by affidavit.

If Contract Claims for materials costs are too high, inappropriate, or unsupported by satisfactory evidence, the Owner's Representative may determine the cost for all or part of the materials. When determined in this manner, the cost will be the lowest current wholesale price from a source that can supply the required quantity, including delivery costs.

The Owner reserves the right to provide materials. If so, the Contractor will receive no payment for any costs, Overhead, or profit on such materials.

9.6.3. Equipment.

The equipment rates shall be actual cost but shall not exceed the rates set forth in the AGC/WSDOT Equipment Rental Agreement in effect at the time the Work is performed,

The approval of the Owner's Representative shall be required for the selection of machine-power tools or equipment prior to their use in Force Account situations.

The payment for any machine-power tools or equipment shall be made according to the current AGC/WSDOT Equipment Rental Agreement in effect at the time the Force Account is authorized. The rates as set forth in the Rental Rate Blue Book (as modified by the current AGC/WSDOT Equipment Rental Agreement) are the maximum rates allowable for equipment of modern design and in good

working condition. These rates shall be full compensation for all fuel, oil, lubrication, repairs, maintenance, and all other costs incidental to furnishing and operating the equipment except labor for operation.

The Owner will add twenty-one (21) percent to equipment costs to cover Project Overhead, general company Overhead (excluding equipment Overhead included in the Rental Rate Blue Book), and profit.

Current copies of the Rental Rate Blue Book and the AGC/WSDOT Equipment Rental Agreement will be maintained at each region office of the Washington State Department of Transportation and at each of the offices of the Associated General Contractors of America, in Seattle, Spokane, Tacoma, Washington and Wilsonville, Oregon, where they are available for inspection.

9.6.4. For Services.

Compensation under Force Account for specialized services shall be made on the basis of an invoice from the providing entity. A “specialized service” shall be one that is typically billed through invoice in standard industry practice. Before Work is started, the Owner’s Representative may require the Contractor to obtain multiple quotations for the service to be utilized and select the provider with prices and terms most advantageous to the Owner. In the event that prior quotations are not obtained and the service invoice is submitted by the Subcontractor, then after-the-fact quotations may be obtained by the Owner’s Representative from the open market in the vicinity and the lowest such quotation may be used in place of the submitted invoice.

Except as noted below, the Owner will pay the Contractor an additional twenty-one (21) percent of the sum of the costs included on invoices for specialized services to cover project Overhead, general company Overhead, profit, bonding, insurance, Business & Occupation tax, and other costs incurred.

When a Supplier of services is compensated through invoice, but acts in the manner of Subcontractor, as described in **9.6.6. For Contractor Markup of Subcontractors Work** of this provision, then markup for that invoice shall be according to **9.6.6. For Contractor Markup of Subcontractors Work**.

9.6.5. For Mobilization.

Force Account mobilization is defined as the preparatory work performed by the Contractor including procurement, loading and transportation of tools and equipment, and personal travel time, when such travel time is a contractual obligation of the Contractor or a customary payment for the Contractor to all employees. Mobilization also includes the costs incurred during demobilization applies to both Force Account and other Contract Work. Owner will pay for mobilization for off-site preparatory work for Force Account items provided that Notice has been provided sufficiently in advance to allow the Owner’s Representative to witness the activity, if desired.

Any costs experienced during mobilization activities for labor, equipment, materials or services shall be listed in that section of the Force Account summary and paid accordingly.

9.6.6. For Contractor Markup on Subcontractor’s Work.

When Work is performed on a Force Account basis by one or more approved Subcontractors, by lower-tier Subcontractors or Suppliers, or through invoice by firm(s) acting in the manner of a Subcontractor, the Contractor will be allowed an additional markup, from the table below, applied to the costs computed for Work done by each Subcontractor through **9.6.1**, **9.6.2**, **9.6.3**, and **9.6.4**, to compensate for all administrative costs, including project Overhead, general company Overhead, profit, bonding, insurance, Business & Occupation tax, and any other costs incurred.

A firm may be considered to be acting as a Subcontractor when the Owner’s Representative observes one or more of the following characteristics:

1. The person in charge of the firm’s activities takes an active role in managing the overall project, including extensive coordination, interpretation of Drawings, interaction with the Owner or management of a complex and interrelated operation.

2. Rented equipment is provided fueled, operated and maintained by the firm. Operators of rented equipment are supervised directly by the firm's representative. There is a little interaction between the Contractor and the employees of the firm.
3. The firm appears to be holding the risk of performance and quality of the Work.
4. The firm appears to be responsible for liability arising from the Work.

Markups on Work Performed by Subcontractor(s):

On amounts paid for Work performed by each Subcontractor on each Force Account and calculated through 9.6.1-4	Up to \$25,0000	12%
On amounts greater than	\$25,000 up to \$100,000	10%
On amounts greater than	\$100,000	7%

The amounts and markup rates shall be calculated separately for each Subcontractor on each Force Account item established.

The payments provided above shall be full payment for all Work done on a Force Account basis. The calculated payment shall cover all expenses of every nature, kind and description, including those listed above and any others incurred on the Work being paid through Force Account. Nothing in this provision shall preclude the Contractor from seeking an extension of time or time-related damages to unchanged Work arising as a result of Force Account Work. The amount and costs of any work to be paid by Force Account shall be computed by the Owner's Representative and the result shall be final as provided in **3.2 OWNER'S REPRESENTATIVE**.

An item that has been bid at a unit price or lump sum in the Bid will not be paid as Force Account unless a change, as defined in **ARTICLE 6. CHANGES**, has occurred and the provisions require a payment adjustment. Items which are included in the Bid as Force Account or which are added by change order as Force Account may, by agreement of the parties at any time, be converted to agreed unit prices or lump sums applicable to the remaining Work.

9.7. RETAINAGE

Pursuant to RCW Chap. 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained from progress estimates. In addition to protecting the interests of those identified in RCW Chap. 60.28, such retainage shall be used as a trust fund for the protection of the Owner.

At the option of the Contractor; monies retained under the provisions of RCW 60.28 shall be:

1. Retained in a fund by the Owner, or
2. Deposited by the Owner in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the Owner and may not be withdrawn without the Owner's written authorization. The Owner will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues. Bank and Contractor will execute an escrow agreement in the form provided by Owner.
3. Released after submission of fully executed retainage bond in the form provided by Owner.

The Contractor shall designate the option desired at the time the Contract is executed. If the Contractor chooses option 2 (deposit in escrow account), Contractor agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all

risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Retainage will be released when all of the following conditions are satisfied:

1. Sixty (60) days have elapsed following the completion of all Work specified in the Contract; and
2. The Contractor fulfilled all of all obligations of the Contractor under the Contract, including, but not limited to, the Contractor's furnishing all documentation required by Contract and law; and
3. A release has been obtained from the Washington State Department of Revenue; and
4. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Owner (RCW 39.12.040); and
5. A release has been obtained from the Washington State Department of Labor & Industries and the Washington State Employment Security Department; and
6. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions one through five are met, the Contractor will be paid the retained percentage less an amount sufficient to pay any such claims together with a sum determined by the Owner sufficient to pay the cost of claims and attorney's fees.
7. All other conditions required by law are satisfied.

10. NOTICE TO OWNER

10.1 WHEN NOTICE MUST BE GIVEN

Whenever

1. The Contractor disagrees with any requirement, direction, interpretation or determination by the Owner or Owner's Representative;
2. The Contractor knows, or should with the reasonable exercise of ordinary care know, of a differing site condition as provided in **11. DIFFERING SITE CONDITIONS**;
3. The Contractor knows, or should with the reasonable exercise of ordinary care know, of any Delay or an event that may cause a Delay;
4. The Contractor believes, or with the reasonable exercise of ordinary care should believe, it is entitled to an adjustment of Contract Sum or Time, even if the total or exact amount or impact cannot yet be determined;
5. The Contractor believes it is required or directed to perform work that is outside the scope of the Contract Documents; or
6. An event occurs, or fails to occur, that the Contractor believes, or should reasonably foresee, may result in a Contract Claim;

the Contractor shall immediately give Notice to the Owner or Owner's Representative as provided in this section and elsewhere in the General Conditions and Specifications.

Timely and adequate Notice is a condition precedent to a Contract Claim.

Requests for extensions of Contract Time must be made and will be evaluated in accordance with **5.2.2.2 Extensions of Contract Time**.

Irrespective of any request for additional compensation or Contract Time or any Contract Claim that work is extra and not part of the original scope of Work, the Contractor shall proceed expeditiously and promptly with the work as the Owner orders.

If the Contractor fails to follow the procedures of this Contract, including failing to give Notice, the Contractor completely waives such Contract Claim. In its sole discretion, the Owner may waive strict

compliance with procedures, but any such waiver of one or more items or elements does not waive the necessity for Contractor's strict compliance with any other item or element, nor shall such waiver be admissible in any legal proceeding for any reason.

10.2 FORM OF NOTICE

The Notice must include the following minimum information:

1. A complete and accurate description of the event or events giving rise to the Notice, including dates, times, and locations;
2. A preliminary list of persons involved in such event;
3. A statement whether the Contractor believes the event may result in a Contract Claim for additional Contract Time or adjustment of the Contract Sum;
4. A date by which Contractor shall begin providing Supplemental Information as provided in this section.

10.3 SUPPLEMENTAL INFORMATION

Contractor shall supplement the written Notice as soon as possible with a written statement providing the following:

1. The date of the event, incident, direction, and other pertinent information;
2. The nature and circumstances giving rise to the Notice;
3. The Contract provisions relating to, but not limited to, the event, incident, and direction;
4. The estimated dollar cost, if any, of the Extra Work, or Delay, or both and how that estimate was determined; and
5. An analysis of the schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

Throughout any work related to a Notice, the Contractor shall keep complete and accurate records of costs, expenses, and time incurred for which Contractor will or may seek an adjustment. Contractor waives and is stopped from seeking an adjustment of Contract Sum or Contract Time where Contractor fails to keep and maintain cost, timekeeping, and scheduling records segregated and contemporaneously allocated to the subject work for which an adjustment is sought. For example, failure to keep contemporaneous labor and equipment time records specifically and only allocated to each item of claimed Extra Work shall constitute a waiver of any Contract Claim for reimbursement or additional Contract Time for each such item of Extra Work. The Contractor shall permit the Owner access to these and any other records needed for evaluating requests for additional Contract Time or Contract Sum.

11. DIFFERING SITE CONDITIONS

Upon discovery and before such conditions are disturbed, the Contractor shall promptly provide Notice to the City's Representative of:

1. Pre-existing subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
2. Pre-existing unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.

Upon written request, the City's Representative shall determine whether the actual conditions encountered by the Contractor conditions are materially different and, if so, are the cause of a material increase or decrease in the Contractor's cost of performance of the Work, or extend the duration of the critical path of the schedule. Upon such determination, the City's Representative will make an adjustment

of Contract Sum or Contract Time, as appropriate. Extensions of Contract Time will be evaluated in accordance with **5.2.2.2 Extensions of Contract Time**.

The City's Representative's determination that differing site conditions do not exist and/or the appropriate adjustment in Contract Sum or Contract Time (if any) shall be final. If there is a decrease in the cost or time required to perform the Work, failure of the Contractor to notify the City's Representative of the differing site condition shall not affect the City's right to make an adjustment in the Contract Sum or Contract Time. Additionally, no Contract Claim or adjustment of Contract Sum or Contract Time shall be allowed unless the Contractor has followed the procedures provided for in this Contract, including, but not limited to, furnishing timely Notice of the event and its effect on Contract Time and Contract Sum as required herein.

Contractor shall in no event be entitled to a Contract Claim or adjustment of Contract Sum or Contract Time based on an allegation that the pre-existing subsurface or latent physical conditions at the site differ materially from those indicated in this Contract unless Contractor establishes that it reasonably relied on the conditions indicated in this Contract when making its bid, that the actual conditions encountered on the site differed materially from those indicated in this Contract, and that such materially-different conditions were not foreseeable at the time of its bid.

12. CONTRACT CLAIMS

12.1 GENERAL

If the Contractor requests or believes for any reason that it is entitled to an adjustment of Contract Sum or Contract Time, or if the Contractor has a Dispute with the Owner and wants the Owner to take some action, or refrain from taking action, the Contractor shall file a Contract Claim as provided in this section. A timely and complete Contract Claim is a condition precedent to any entitlement by the Contractor to an adjustment of Contract Sum or Contract Time. No Contract Claim shall be allowed unless the Contractor has given Notice as required by **10. NOTICE TO OWNER** and/or **11. DIFFERING SITE CONDITIONS** and otherwise fully complies with the requirements of this section **12. CONTRACT CLAIMS**. The Contractor waives any Contract Claim if: (a) Notice was not timely given in accordance with the requirements of **10. NOTICE TO OWNER** and/or **11. DIFFERING SITE CONDITIONS**; (b) the Owner's Representative is not afforded reasonable access by the Contractor to complete records, including, but not limited to, correspondence, job diaries, and actual cost and additional time incurred; (c) a Contract Claim is not timely filed as required by the General Conditions; or (d) adequate, accurate, contemporaneous and segregated supporting time and expense records are not kept and maintained. The fact that the Contractor provided proper and timely Notice, provided a properly filed Contract Claim, or provided the Owner's Representative access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the Contract Claim. If the Owner determines the Contract Claim has merit in whole or in part, the Owner's Representative will make an adjustment of Contract Sum or Contract Time required for the work, or both. If the Owner's Representative finds the Contract Claim to be without merit, no adjustment will be made.

The Contractor shall keep full, complete, accurate and contemporaneous records of the costs and additional time incurred for any alleged Contract Claim. The Contractor shall permit the Owner's Representative to have access to those records and any other records as may be required by the Owner's Representative to determine the facts or contentions involved in the Contract Claim. Owner is not obligated to respond to a Contract Claim unless the Contractor is in full compliance with all the provisions of the General Conditions and the formal Contract Claim document has been submitted.

Full compliance by the Contractor with the provisions of this section 12 is a contractual condition precedent to the Contractor's right to sue or seek any recovery against the Owner in any legal proceeding.

12.2 CONTENTS

All Contract Claims filed by the Contractor shall be in writing, verified under penalty of perjury by an officer or principal of the Contractor, and in sufficient detail to enable the Owner's Representative to ascertain the basis and amount of the Contract Claim. All Contract Claims shall be submitted to the Owner's Representative. At a minimum, each Contract Claim must include:

1. A detailed factual statement of the Contract Claim for an adjustment of the Contract Sum or Contract Time, if any, providing all necessary dates, locations, and items of work affected by the Contract Claim.
2. The dates of all facts related to the Contract Claim.
3. The name of each Owner's individual, official, or employee involved in or knowledgeable about the Contract Claim.
4. The specific provisions of the Contract that support the Contract Claim and a statement of the reasons why such provisions support the Contract Claim.
5. If the Contract Claim relates to a decision of the Owner's Representative that the Contract leaves to the Owner's Representative's discretion or as to which the Contract provides that the Owner Representative's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Owner's Representative.
6. Identification of any documents and the substance of any oral communications that support the Contract Claim.
7. Copies of any identified documents that support the Contract Claim, other than Owner documents and documents previously furnished to the Owner by the Contractor. Standard industry manuals may be incorporated by reference.
8. If Contractor seeks an extension of Contract Time:
 - a. The specific amount of time (including days and dates) sought.
 - b. The specific reasons the Contractor believes an extension of Contract Time should be granted, including, but not limited to, compliance with the requirements of **5.2.2.2 Extensions of Contract Time**; and
 - c. The specific provisions of the Contract Documents under which it is sought.
9. If Contractor seeks an increase in the Contract Sum, the exact amount sought and a breakdown of that amount into the following categories:
 - a. Labor
 - b. Materials
 - c. Direct Equipment. The actual cost for each piece of equipment for which a Contract Claim is made or in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement that was in effect when the work was performed. In no case shall the amounts sought or paid for each piece of equipment exceed the rates established by the Equipment Rental Agreement even if the actual cost for such equipment is higher. The Owner may audit the Contractor's cost records to determine actual equipment cost. The following information shall be provided for each piece of equipment:
 - i. Detailed description (e.g., Motor Grader Diesel Powered Caterpillar 12 "G", Tractor Crawler ROPS & Dozer Included Diesel)
 - ii. The hours of use or standby; and
 - iii. The specific day and dates of use or standby;
 - iv. Job Overhead.

- v. Overhead (general and administrative).
 - vi. Subcontractor's contract claims (in the same level of detail as specified herein is required for all Subcontractor's contract claims); and
 - vii. Other categories as specified by the Contractor or the Owner.
10. A notarized statement shall be submitted to the Owner's Representative containing the following language:

Under the penalty of law for perjury or falsification, the undersigned,

_____,
(name) (title)
of _____
(company)

hereby certifies that the Contract Claim for an adjustment to the Contract Sum and/or Contract Time, if any, made herein for Work on this Contract is a true and complete statement of the factual basis of the Contract Claim and all actual costs incurred and time sought, and is fully documented and supported under the Contract between the parties.

Date _____/s/ _____

Subscribed and sworn before me this _____ day of _____

Notary Public

My Commission Expires: _____

12.3 FALSE OR OMITTED INFORMATION

The Contractor waives each Contract Claim for which it presents material information that it knows, or in the exercise of reasonable care should know, is false, or omits or fails to disclose material information relating to such Contract Claim. In such case, Contractor shall reimburse the Owner for any and all fees and expenses incurred in investigating any such Contract Claim.

12.4 REMEDIES

12.4.1 General

If a Contract Claim has merit in whole or in part, then Contractor's sole remedies shall be those provided in this subsection. Contractor must timely and strictly comply with the requirements of **10. NOTICE TO OWNER, 11. DIFFERING SITE CONDITIONS, 12. CONTRACT CLAIMS** and all other General Conditions relating to the Contract Claim. Adjustments to Contract Time shall be determined pursuant to **5.2.2.2 Extensions of Contract Time**. Failure to comply strictly and timely shall be deemed a waiver of the Contract Claim.

12.4.2 Extra Work

12.4.2.1 Adjustment of Contract Sum

If the Contractor is entitled to an adjustment of Contract Sum because of Extra Work, the adjustment shall be calculated and paid as provided in **9.5. ADJUSTMENT OF CONTRACT SUM**. This amount includes jobsite and home office Overheads for such Work, including any schedule delays relating to such Work. Therefore, no compensation in addition to that provided in **9.6. FORCE ACCOUNT** shall be paid for such things as extended Overhead or other costs or damages.

12.4.2.2 Extension of Contract Time

Extensions of Contract Time caused by Extra Work shall be determined as provided in **5.2.2.2 Extensions of Contract Time**.

12.4.3 Delays

12.4.3.1 Owner Caused Delay Unrelated to Extra Work

12.4.3.1.1 Adjustment of Contract Sum

If the Contractor is entitled to an adjustment of Contract Sum because of a Delay solely caused by the Owner that does not relate to Extra Work, Contractor shall only be compensated for the items below, less all funds paid pursuant to any change in the Contract Sum that contributed to the Delay:

1. Documented, incurred cost of nonproductive field supervision or labor extended because of the Delay;
2. Documented, incurred cost of home office supervision to attend jobsite meetings;
3. Documented, incurred cost of temporary facilities or equipment rental extended because of the Delay;
4. Documented, incurred cost of insurance extended because of the Delay;
5. General and administrative Overhead in an amount to be agreed upon, but not to exceed three percent (3%) of original Contract Sum divided by the Contract Time for each day of the Delay.

Owner shall not owe Contractor compensation for extended Overhead or other delay costs to the extent Contractor or anyone other than the City contributed to or is concurrently responsible for the Delay.

12.4.3.1.2 Adjustment of Contract Time

If the Contractor is entitled to an adjustment of Contract Time because of a Delay solely caused by the Owner that does not relate to Extra Work, Contractor shall be entitled to an adjustment of Contract Time to the extent the Delay increases the duration of the Project, as measured by the critical path and as demonstrated pursuant to the requirements of **5.2.2.2 Extensions of Contract Time**.

12.4.3.2 Contractor Caused Delay

If the Contractor is solely responsible for any Delay to any interim milestone, Substantial Completion, Physical Completion or the Completion Date, the Owner shall be entitled to liquidated or other damages as provided elsewhere in the Contract Documents. The Contractor accepts the risk of any Delays caused by strikes, work slowdowns, job actions and labor unrest of any kind. Contractor shall not be entitled to any increase in Contract Sum or Contract Time due to a Delay it caused.

12.4.3.3 Delays Concurrently Caused by Contractor and Owner

If the Owner and the Contractor cause a Delay concurrently, neither the Owner nor the Contractor shall be liable to the other except as provided herein.

12.4.3.3.1 Adjustment of Contract Sum

The Contractor shall not be entitled to any adjustment in Contract Sum for Delays concurrently caused by the Owner and the Contractor.

12.4.3.3.2 Adjustment of Contract Time

The Contractor shall be entitled to an extension of Contract Time for the Owner caused portion of any Delay concurrently caused by the Owner and Contractor to the extent the Owner caused the Delay to extend longer than if the Contractor had solely caused the Delay.

12.4.3.4 Third Party Caused Delays and Force Majeure

For the purposes of this section 12.4.3.4, a "Force Majeure Event" is defined as earthquake, flood, pandemic (and governmental laws, regulations, requirements, and orders resulting therefrom), natural

disasters, acts of war or acts of terrorism. Pandemic in the preceding sentence includes without limitation the COVID-19 / novel coronavirus (SARS-CoV-2) pandemic, which is the subject of the Governor's proclamation dated February 29, 2020, and subsequent proclamations.

For the purposes of this section 12.4.3.4, a "Third Party" is defined as a third party for whom neither the Contractor nor the City is responsible.

12.4.3.4.1 Adjustment of Contract Sum

The Owner and the Contractor shall not be responsible to compensate each other financially for any Delay to the extent caused by a Third Party or a Force Majeure Event. A Delay caused by a utility's failure to provide service or relocate its lines (despite a timely request for such service or relocation) is an example of this kind of Delay for which neither the Contractor nor the Owner is financially responsible to the other. Mislocated utility lines or utility lines not located are another example of a Delay for which neither the Contractor nor the Owner is responsible to the other. However, the Contractor's failure to request a utility locate or relocation in a timely way is not, and any resulting Delay would be the responsibility of the Contractor. Because the Contractor is responsible for ordering materials and Equipment, Contractor shall not be entitled to an adjustment of Contract Time or Contract Sum due to Delays caused by the lack of materials or Equipment. A strike, job action, slowdown, work to rule, or other job action or labor dispute or problem is not a Delay caused by a Third Party for the purposes of section **12.4.3 Delays**.

12.4.3.4.2 Adjustment of Contract Time

The Contractor shall be entitled to an extension of Contract Time for Delays to the extent caused by a Third Party or Force Majeure Event. Extension of Contract Time shall be determined pursuant to 5.2.2.2 Extensions of Contract Time.

12.4.3.5 Extended or Unabsorbed Overhead

12.4.3.5.1 General

To present a request for additional compensation for Extended or Unabsorbed Overhead, the Contractor has the burden of keeping and maintaining accurate documentation to support any such claim. If the Contractor fails to provide or keep adequate financial data for an accurate and fair Eichleay calculation, Contractor waives and releases any claim for Unabsorbed or Extended Overhead. In presenting any claim under this section of the Contract, the Contractor agrees to provide to the Owner any and all financial data needed by the Owner, or its representative, to review, substantiate and evaluate any claim for Extended and/or Unabsorbed Home Office Overhead. Failure to provide the requested information shall constitute waiver by the Contractor.

If Contractor is entitled to an adjustment of Contract Sum for Unabsorbed or Extended Overhead, it shall be calculated as provided in **9.5.3. Unabsorbed and Extended Overhead**.

12.4.3.5.2 Elements

Contractor shall only be entitled to an adjustment of Contract Sum for Unabsorbed or Extended Overhead if it clearly and convincingly demonstrates all of the following:

1. The Owner solely caused a delay to the Completion Date as measured by analysis of the project duration by the critical path method pursuant to **5.2.2.2 Extensions of Contract Time**;
2. Because of such Delay, the Contractor was forced to suspend or significantly interrupt its performance so that it was on standby or idled, and the Owner required the Contractor to be ready to resume performance on short notice. Extended time of performance of Work, such as extensions caused by changes, inefficiencies, or Extra Work, does not constitute suspension or significant interruption of performance.
3. The Contractor could not and did not use resources, including but not limited to labor, materials and equipment, standing by or idled on this or any other project for any work during the period of delay;

4. The Contractor's Overhead costs did not materially vary from its usual seasonal Overhead costs during the period of delay; and
5. The Delay did not cause Overabsorbed Overhead in the period in which the delayed Work was completed.

12.4.3.5.2.1 Resources

To demonstrate the Contractor could not and did not use resources, including but not limited to labor, materials and equipment from this Project for any other work on this or any other project during the period of delay (12.4.3.5.2.(3)), the Contractor must:

- a. Affirmatively represent and warrant that it did not perform substitute Work;
- b. Identify the specific resources that were idled; and
- c. Show that those resources did not, and could not, work on other contracts or projects during the Delay.

12.4.3.5.2.2 No Material Variations

To demonstrate the Contractor's Overhead costs did not materially vary from its usual seasonal Overhead costs during the period of delay (12.4.3.5.2.(4)), the Contractor must;

- a. Affirmatively represent and warrant that the completion of the subject Work was extended and that such extension prevented the performance of other work during both the period of delay and the later period of time required to complete the extended Work,
- b. Disclose the details of Contractor generated billings and Contractor Overhead Costs (as hereinafter defined) throughout the actual project performance. The details of such information should be no less than specific identification of the sources and amounts of revenue on no greater than a monthly basis and specific identification of the types and amounts of Contractor Overhead Costs on no greater than a monthly basis for the actual Project duration.

12.4.3.5.2.3 Overabsorbed Overhead

To demonstrate that it did not incur Overabsorbed Overhead in the period following the Delay (12.4.3.5.2.(5)), the Contractor must:

- a. Affirmatively represent and warrant that completion of the delayed Work prevented the performance of other work;
- b. Identify the critical resource unavailable for other work due to completion of the delayed Contract; and
- c. Showing that unavailability of this critical resource precluded the performance of other work.

12.4.4 Inefficiencies

12.4.4.1 Adjustment of Contract Sum

To the extent Contractor is entitled to an increase in Contract Sum because of inefficiencies or impaired productivity, then compensation due, if any, shall be calculated as provided in **9.5. ADJUSTMENT OF CONTRACT SUM**. There is no entitlement to increase in Contract Sum for inefficiencies related to a Third Party or to a Force Majeure Event.

12.4.4.2 Adjustment of Contract Time

To the extent Contractor is entitled to an extension of Contract Time because of inefficiencies or impaired productivity, then the time extension, if any, shall be determined as provided in **5.2.2.2 Extensions of Contract Time**.

13. DISPUTES

13.1 RESOLUTION

When a Dispute occurs during a Contract, the Contractor shall pursue resolution through the Owner's Representative. The Contractor shall follow the procedure stated in **12. CONTRACT CLAIMS** herein and **5.2.2.2 Extensions of Contract Time** for issues regarding the schedule and Contract Time. Timely and adequate Notice is a condition precedent to a Contract Claim. Timely and complete submission of a Contract Claim is a condition precedent to any entitlement by the Contractor to an adjustment of Contract Sum or Contract Time. Unless waived by the Owner, mediation is a condition precedent to the filing of any lawsuit, action or proceeding that seeks to recover on a Contract Claim, whether in whole or in part.

13.2 CONTINUING THE WORK

Contractor shall carry on the Work and adhere to the schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of Disputes or disagreements, except as permitted by paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

14. TIME LIMITATIONS AND JURISDICTION

The parties intend that all Claims and Disputes be dealt with promptly and expeditiously when they arise. The parties intend that all Claims and Disputes be resolved quickly and expeditiously and desire to avoid claims and Disputes that relate back to events or Work occurring months before. The parties desire to avoid litigation and the costs and expense of Claims and Disputes at the end of the Project.

Any Contract Claim for adjustment of Contract Sum or Contract Time, or any Dispute or Contract Claim of any kind whatsoever, must be submitted, if at all, to the Owner or Owner's Representative no later than thirty (30) days after Notice was first required to be given by the Contractor as provided in **ARTICLE 10. NOTICE TO OWNER**. Failure to submit a Contract Claim within the thirty (30) days of the date Notice was required pursuant to **ARTICLE 10. NOTICE TO OWNER** constitutes a complete waiver of and bar to the Contract Claim, and Contractor is estopped from later asserting a Contract Claim or seeking any relief or remedy relating to the Dispute for which it failed to submit a Claim.

Contractor may not sue, cross-claim, claim, or bring any action of any kind whatsoever against the Owner on any Contract Claim or Dispute after the expiration of one hundred eighty (180) days from Physical Completion.

Any alleged cause of action by Owner or Contractor as to any acts or failures to act occurring prior to Substantial Completion shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

15. LIABILITY AND INSURANCE

15.1 GENERAL

Contractor bears all risk of loss, casualty or damage to installed Work prior to Final Acceptance, irrespective of whether the Owner has taken possession of the Project in whole or in part and notwithstanding the existence or availability of insurance or the insurance coverages required by the Contract Documents.

15.2 BONDS

15.2.1 Payment and Performance Bonds

The Contractor shall provide a payment bond and a performance bond, each in the amount of 100 percent of the Contract Sum in the form required by the Contract. This bond shall serve as security for the faithful performance of the Work and as security for the faithful payment and satisfaction of the persons

furnishing materials and performing labor on the Work. The bond shall be issued by a corporation duly and legally licensed to transact surety business in the State of Washington. Such bond shall remain in force throughout the period required to complete the Work, and thereafter for a period of three hundred sixty-five (365) calendar days after Final Acceptance. The bond must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Contractor to the Owner as set forth herein.

15.2.2 Maintenance Bond

The Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the Owner written by the same corporate surety that provides the Payment and Performance Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to one hundred percent (100%) of the Contract Sum, as adjusted (if at all).

15.3 INSURANCE

15.3.1 General

The Contractor shall obtain and keep in force during the term of the Contract and until thirty (30) days after the Completion Date, unless otherwise indicated below, the following insurance with insurance companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

15.3.2 Insurer Rating

The insurance provided must be with an insurance company with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, and the Certificate of Insurance.

15.3.3 Claims Made Form Requirements

If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the expiration or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.

15.3.4 Cross Liability Endorsement

The policies of insurance shall contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit, or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one insured been named.

15.3.5 Additional Insured

All insurance policies, with the exception of Workers Compensation shall be endorsed to name the Owner, and its elected officials, officers, employees, agents, and volunteers, and other entities specifically

required by the Contract Documents, as additional insured(s). Such endorsement shall not limit the policy limits available to the Owner as additional insured to the coverage amounts required herein if the Contractor maintains larger policy limits.

15.3.6 Contractor Insurance Primary / Waiver of Subrogation

Contractor's insurance shall be primary as respects the Owner, and any other insurance or self-insurance maintained by the Owner shall be excess and not contributing insurance with the Contractor's insurance.

The Contractor waives all rights against the Owner and its separate contractors, and their agents and employees, for damages caused by fire or other perils to the extent such damage cost is actually paid by property insurance applicable to the Work. The Contractor shall require similar waivers from all Subcontractors.

15.3.7 Assumption of Risk

Contractor hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in or about the Property from any cause, and hereby waives all claims against the Owner. The Contractor further waives, with respect to the Owner only, its immunity under RCW Title 51, Industrial Insurance.

15.3.8 Cost Included in Price

All costs for insurance shall be incidental to and included in the unit contract prices or lump sum price of the Contract and no additional payment will be made for required insurance.

15.3.9 Subcontractors

Contractor shall furnish separate evidence of insurance as stated above for each Subcontractor or shall include all Subcontractors as insureds under its policies. All coverage for Subcontractors shall be subject to all the requirements stated herein and applicable to their profession. If Contractor does not include Subcontractors as insured under Contractor's own insurance policies, Contractor shall be responsible for assuring that all Subcontractors obtain all insurance as required by this Agreement and that the Owner be specifically endorsed as an additional insured on such insurance.

15.3.10 No Work Until Insurance Requirements Met

Neither the Contractor nor any of its subcontractors shall begin work under the Contract until all required insurance has been obtained and approved by the Owner, irrespective of whether a Notice to Proceed has been issued. Working or calendar days will be charged against Contract Time from the date specified in the Notice to Proceed (or the date of the Notice to Proceed, if no start date is specified in the Notice to Proceed), and will not be suspended or not charged if insurance requirements are not fulfilled. Purchase of appropriate insurance and providing satisfactory evidence of required insurance is wholly the obligation of the Contractor, and any Delay that is not the fault of the Owner shall be attributed to the Contractor.

15.3.11 Failure to Procure and Maintain Insurance

Failure on the part of the Contractor to obtain, maintain and deliver the policy or policies (in whole or in part) and receipt or receipts as required shall constitute a material breach of Contract. After giving five (5) working days notice to the Contractor to correct the breach, the Owner may, in its sole discretion and option: (a) immediately terminate the Contract; (b) procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or, at the sole discretion of the Owner, offset against funds due the Contractor from the Owner; (c) withhold progress payments (in whole or in part); and (d) avail itself of any other remedy at law, in equity, or allowed by Contract. These remedies are cumulative and not exclusive. The Contractor hereby appoints the Owner its true and lawful attorney, to do the things necessary for the purpose of procuring or renewing insurance as provided herein. Failure of the Owner to obtain such insurance shall in no way relieve the Contractor of its responsibilities under this Contract.

15.3.12 Cancellation

The Owner shall be given at least thirty (30) days prior written Notice of any cancellation, non-renewal, or other material change in any insurance policy. Owner acknowledges that the Contractor's Worker's Compensation/Employer's Liability insurance cannot be endorsed or amended to provide the Owner with prior Notice of material changes.

15.3.13 Evidence of Insurance

The Contractor shall deliver the executed Contract for the Work to the Owner together with a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth above. The certificate must conform to the following requirements:

1. An ACORD certificate Form 25-S, or equivalent, showing the insuring company, policy effective dates, limits of liability and the schedule of Forms and Endorsements.
2. A copy of either: (a) the endorsement naming Owner elected officials, officers, employees, agents, and volunteers and any other entities required by the Contract Documents as Additional Insured(s), and stating that coverage is primary and non-contributory, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2010 (ISO) or equivalent; or (b) the blanket additional insured policy provision.
3. A copy of an endorsement stating that the coverage provided by this policy to the Owner or any other named insured shall not be canceled, not renewed or materially changed without providing at least thirty (30) days prior written Notice to the Owner.
4. The certificate(s) shall not contain the following or similar wording regarding cancellation notification to the Owner. "Failure to mail such Notice shall impose no obligation or liability of any kind upon the company."
5. The certificate(s) shall not contain the phrase "endeavor to", or any substantially similar phrase, regarding issuance of written Notice of cancellation of the policies prior to their expiration dates.
6. The Description of Operations in the certificate must read as: "All policies of insurance, except workers compensation, are endorsed to name the City of Everett, its elected officials, officers, employees, agents, and volunteers as additional insured(s). All such insurance is primary as respects the City of Everett, and any other insurance maintained by the City of Everett is excess and not contributing. The City of Everett will be given at least thirty (30) days prior written notice of any cancellation, non-renewal, or other material change in any insurance policy."

Within ten (10) days upon Owner's written request, the Contractor shall deliver to the Owner certified copies of all policies of insurance and the receipts for payment of premiums thereon. The Owner acknowledges that Contractor may pay its premium on a monthly basis, and may not be able to provide complete evidence of payment of premiums until the final premium is paid.

15.3.14 Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect the Contractor. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the sole responsibility of the Contractor.

15.3.14.1 CGL

A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form: (CG 00 01) or equivalent, including all the usual coverage known as:

- Per Project aggregate endorsement (CG2503)
- Premises/Operations Liability

- Products/Completed Operations – for a period of one year following Final Acceptance.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Explosion, Collapse, or Underground (XCU), (as applicable)*
- Liquor Liability/Host Liquor Liability (as applicable)*
- Fire Damage Legal
- Blasting (as applicable)*

*These coverages are only required when the Contractor's Work under this agreement includes exposures to which these specified coverage respond.

If the Contract requires working over water, the following additional coverages are required:

- a. Watercraft, owned and non-owned
- b. U.S. Harborworkers'/Longshoremen and Jones Act

15.3.14.2 Builders' Risk

The Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by Owner, whichever is longer, "All Risk" Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake. The policy shall be endorsed to cover the interests, as they may appear, of the Owner, Contractor and subcontractors of all tiers with the Owner and sub-contractors listed as a Named Insured. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by the Owner, the Contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

15.3.14.3 Other Coverages

Other additional coverages that may be required will be listed in the Specifications.

15.3.14.4 Limits

Such policy(ies) must provide the following minimum limits:

Bodily Injury and Property Damage -

\$ 5,000,000	General Aggregate
\$ 2,000,000	Products & Completed Operations Aggregate
\$ 2,000,000	Personal & Advertising Injury
\$ 2,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap Employers Liability

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

A stop gap policy limit of \$500,000 will be acceptable if, and only if, the Contractor Excess or Umbrella Liability policy required by **15.3.14.6 Excess or Umbrella Liability** provides coverage over the stop gap policy.

15.3.14.5 Automobile

Commercial Automobile Liability: as specified by Insurance Services Office, form number CA 0001, Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” as defined in exclusion 11 of the commercial auto policy are to be transported. Such policy(ies) must provide coverage with a combined single limit of not less than \$1,000,000 for each accident.

15.3.14.6 Excess or Umbrella Liability

The limits stated in this section **15.3.14** may be satisfied by a combination of liability and, if necessary, commercial umbrella/excess policies.

15.3.14.7 Pollution Liability

A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Contractor’s operations for others; contractors site (owned); arising from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.

Such Pollution Liability policy shall provide at least \$2,000,000 per occurrence coverage for Bodily Injury and Property Damage.

15.3.14.8 Worker’s Compensation

A policy of Worker’s Compensation, as required by the Industrial Insurance Laws of the State of Washington. As respects Workers’ Compensation insurance in the state of Washington, Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of RCW Title 51. If Contractor is qualified as a self-insurer in accordance with RCW 51.14, Contractor shall so certify by letter signed by a corporate officer indicating that it is a qualified self insured, and setting forth the limits of any policy of excess insurance covering its employees.

15.3.15 Self-Insurance

At its sole option and in its sole discretion, Owner may accept Contractor’s self-insurance for a liability coverage in lieu of insurance from an insurer. Contractor must provide a letter from its Corporate Risk Manager, or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the Contract requirements; a description of how Contractor would protect and defend the Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of the Contractor, irrespective of whether such amount falls wholly within the level or amount of the Contractor’s self-insured retention.

16. LAWS, REGULATIONS AND PERMITS

16.1 GENERAL

The Contractor shall give the Notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. The Contractor shall indemnify, defend, and save harmless the City (including its agents, officers, and employees) against any claims that may arise because the Contractor (or any employee of the Contractor or Subcontractor or material person) violated a legal requirement. The Contractor shall be liable for violations of same in connection with Work provided by the Contractor; and Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements. If the Contractor observes that the

Drawings, Specifications or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, he or she shall promptly notify the Owner's Representative in writing of such variance. The Owner will promptly review the matter and, if necessary, take appropriate action. Contractor agrees not to perform Work it knows, or in the exercise of ordinary care should know, to be contrary to any laws, ordinances, rules or regulations.

16.2 PERMITS AND LICENSES

Unless otherwise specified, permits and licenses from governmental agencies, which are necessary only for and during the prosecution of the Work and the subsequent guarantee period, shall be secured by the Contractor and paid for by the Owner. Permits and licenses of regulatory agencies that are necessary to be maintained after expiration of the guarantee period will be secured and paid for by the Owner.

The City of Everett Utilities Department has reviewed and commented on the Drawings in this Contract.

If an erosion control plan is required, the Contractor shall submit an erosion control plan that depicts the best management practices that will be followed for erosion control. The Contractor may use the plans in this Contract. The fee for this permit will be waived by the City of Everett.

Electrical permits can be obtained at:

City of Everett
3200 Cedar Street – 2nd Floor
Everett, WA 98201
Phone: 425/257-8800

16.3 PATENTS AND ROYALTIES

Costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Work under this Contract or with use of completed Work by the Owner shall be paid by the Contractor. The Contractor and its sureties shall protect and hold the Owner, Owner's Representative, and Owner's Representative, together with its officers, agents, and employees, harmless from any and all loss, defense cost, and expenses and against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this Contract, Contractor shall promptly pay such royalties and secure requisite licenses; or, subject to acceptance by Owner, substitute other articles, materials, or appliances in lieu thereof that are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Owner's Representative for determination of general conformance to the design concept and the construction Contract. Should Owner elect to refuse the substitution, Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, its officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

17. AUDITS

17.1 GENERAL

The Contractor's records relating to this Project, including, but not limited to, wage, payroll, and cost records, shall be open to inspection or audit by representatives of the Owner during the Project and for a period of not less than six years after the date of Final Acceptance of the Contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that Project records of

Subcontractors, Suppliers, and lower tier Subcontractors, including, but not limited to, the wage, payroll, and cost records, shall be retained and open to similar inspection or audit for the same period of time. The audit may be performed by employees or representatives of the Owner or by an auditor chosen by the Owner. The Contractor, Subcontractors, or lower tier Subcontractors shall provide adequate facilities, reasonably acceptable to auditor, for the audit during normal business hours. The Contractor, Subcontractors, or lower tier Subcontractors shall make a good faith effort to cooperate with the auditors. If an audit is to be commenced more than sixty (60) days after the Final Acceptance date of the Contract, the Contractor will be given twenty (20) days' notice of the time when the audit is to begin. If any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated, the Project records shall be retained until the later of (a) completion of litigation, claim, or audit or (b) six years after the date of Final Acceptance.

17.2 CLAIMS

All Contract Claims filed against the Owner shall be subject to audit at any time following the filing of the Contract Claim. Failure of the Contractor, Subcontractors, or lower tier Subcontractors to maintain and retain sufficient records to allow the auditors to verify all or a portion of the Contract Claim or to permit the auditor access to the books and records of the Contractor, Subcontractors, or lower tier Subcontractors shall constitute a waiver of a Contract Claim and shall bar any recovery thereunder.

17.3 REQUIRED DOCUMENTATION FOR AUDITS

As a minimum, the auditors shall have available to them the following documents:

- Daily time sheets and supervisor's daily reports.
- Collective Bargaining Agreements.
- Insurance, welfare, and benefit records.
- Payroll registers.
- Earnings records.
- Payroll tax forms.
- Material invoices and requisitions.
- Material cost distribution worksheet.
- Equipment records (list of company equipment, rates, etc.)
- Vendors', rental agencies', Subcontractors' and lower tier Subcontractors' invoices.
- Contracts between the Contractor and each of its Subcontractors, and all lower tier Subcontractor contracts and Supplier contracts.
- Subcontractors' and lower tier Subcontractors' payment certificates.
- Canceled checks (payroll and vendors).
- Job cost reports, including monthly totals.
- Job payroll ledger.
- General ledger.
- Cash disbursements journal.
- Financial statements for all years reflecting the operations on this Contract. In addition, the Owner may require, if it deems appropriate, additional financial statements for 3 years preceding execution of the Contract and 3 years following Final Acceptance of the Contract.
- Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others.

If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents which support the amount of damages as to each Contract Claim.

Worksheets or software used to prepare the Contract Claim establishing the cost components for items of the Contract Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.

Worksheets, software, and all other documents used by the Contractor to prepare its Bid. The employees or representatives of the Owner may audit these documents. The Contractor and its Subcontractors shall provide adequate facilities acceptable to the Owner for the audit during normal business hours. The Contractor and all Subcontractors shall cooperate with the Owner's auditors.

Correspondence, notes, and memoranda.

Job diaries.

18. MISCELLANEOUS

18.1 CONSTRUCTION

Contractor acknowledges that it has read the Contract Documents, understands them and agrees to be bound by them.

18.2 APPLICABLE LAW AND CHOICE OF FORUM

This Contract and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Washington. The parties agree that Snohomish County, in the State of Washington, shall be the proper forum for any action.

18.3 SEVERABILITY

In the event that any provision of the Contract Documents is held invalid, void, illegal or unenforceable, the remainder of the Contract Documents shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect.

18.4 HEADINGS FOR CONVENIENCE.

The section and subsection headings used herein are for referral and convenience only, and shall not be used to construe or interpret the Contract Documents.

18.5 WAIVER

No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Contract.

18.6 CITY OF EVERETT BUSINESS LICENSE

Contractor agrees to obtain a City of Everett business license prior to performing any Work pursuant to this Contract.

18.7 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of Work hereunder. If, and to the extent, this Contract receives financial assistance from federal, state or private agencies, Contractor shall comply with all terms and conditions prescribed for third party contracts in the grant and all said terms and

conditions shall be deemed incorporated in the Contract Documents. Terms and conditions of any such grant take precedence over conflicting terms and conditions in the Contract Documents.

Title VI Assurance

- a. The Contractor, with regard to the Work performed during the Contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices.
- b. In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract.
- c. The Contractor shall provide all information and reports required by federal regulations applicable to this Contract. The Contractor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with applicable federal regulations. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner, and shall set forth what efforts it has made to obtain the information.
- d. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner shall impose such Contract sanctions as it, or the Owner's funding agencies, may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor until the Contractor complies, and (b) termination or suspension of the Contract, in whole or in part.
- e. The Contractor shall include the provisions of paragraphs (a) through (e) in every subcontract, including contracts for procurement and leases of equipment, unless exempt by applicable federal regulations or directives issued pursuant thereto. The Contractor shall take such action, including sanctions for noncompliance, with respect to any Subcontractor as the Owner or relevant federal agency may direct so as to enforce such provisions. Provided, however, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as a result of the foregoing direction, the Contractor may request that the Owner or the United States to enter into such litigation to protect their respective interests.

18.8 COMPLETE AGREEMENT

These Contract Documents contain the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation, whether oral or written, not set forth herein.

18.9 SUCCESSORS BOUND

The grants, covenants, provisions and claims, rights, powers, privileges and liabilities contained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the Owner and their respective heirs, executors, administrators, successors and assigns.

18.10 EFFECTIVE DATE

When duly executed by both the Owner and Contractor, this Contract shall be effective as of the date the Contract (Section 005213) is signed by the Mayor of the City of Everett. There is no contract formed until the Effective Date.

18.11 CONTRACTOR REGISTRATION

Contractor represents and warrants it is a contractor duly registered and in good standing with the Washington State Department of Labor and Industries.

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END OF SECTION 00 7200

SECTION 00 7343 - WAGE RATE REQUIREMENTS

1.1 SPECIFICATION REFERENCE

- A. Section 00 7200 – GENERAL CONDITIONS, Part 7.1 “Wages of Employees”.

1.2 WORK LOCATION

- A. All Work performed within Snohomish County, WA.

1.3 PREVAILING WAGE REQUIREMENTS

- A. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid to laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in Snohomish County.
 - 1. Washington State Prevailing Wage Rates for Snohomish County are, by reference, made a part of this Contract.
 - 2. Prevailing wage rates can be accessed at the following URL: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>
 - 3. Printed copies of the current prevailing wage forms are available upon request.
- B. In the preparation of its Bid, based on these Specifications, the Bidder is solely responsible to
 - 1. Use the schedule in effect at the time of the Bid Opening Date and time,
 - 2. Determine the appropriate labor classification(s); and
 - 3. Utilize the appropriate and correct prevailing wage and benefit rate(s).
- C. No payment will be made on this Contract until the Contractor and each Subcontractor has submitted a “Statement of Intent to Pay Prevailing Wages”, form F700-029-000, which has been approved by the industrial statistician of the Department of Labor and Industries.
- D. No final payment or release of retainage will be made until the Contractor and each Subcontractor has submitted an “Affidavit of Wages Paid”, form F700-007-000, which has been certified by the industrial statistician of the Department of Labor and Industries.
- E. Post the prevailing rate of wage statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The “Statement of Intent to Pay Prevailing Wages” shall include:
 - 1. Contractor's registration certificate number and

2. Prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 36.12.020 and the estimated number of workers in each classification.

END OF SECTION 00 7343

SECTION 01 1100 - SUMMARY OF WORK

1.1 WORK COVERED BY THIS CONTRACT

A. Water Pollution Control Facility (WPCF)

1. The City of Everett owns a Water Pollution Control Facility (WPCF) located near Everett, WA. The City is seeking a Contractor to dredge, dewater, and place for storage submerged solids within the wastewater lagoons at the WPCF. Approximately 2,000 dry tons of biosolids will be removed from Aeration Cell #2 at this facility.
2. The Water Pollution Control Facility is located at 4027 4th Street Southeast, Everett, WA. The solids removed from Aeration Cell #2 at the WPCF will be placed on the City's Biosolids Pad for future use. The Contractor must conduct their operations and manage the dewatered biosolids on the City's Biosolids Pad. See site map in Appendix A.
3. The successful bidder shall be solely responsible for providing all equipment, labor, tools and supplies necessary to successfully dredge, dewater, temporarily store, and transport the biosolids to the designated location on the City's Biosolids Pad in accordance with the terms of this Contract.

- B. The successful bidder shall keep accurate records of all transactions connected to this Contract and provide them to the City's representative. This shall include but not be limited to correspondence, invoices, transaction tickets, or receipts issued to the Contractor.

1.2 JOB DESCRIPTION

- A. The following is a general outline and is not intended to be a complete listing of the work to be accomplished nor is it intended to be used to indicate the order the work is to be completed. The items listed below represent a general list of items included in the work and should be verified prior to bidding. The Work includes but is not limited to the supply and installation of all materials, equipment, and labor necessary to perform the Work in full.

B. Base Bid includes the following items:

1. Mobilization to WPCF.
2. Decontamination of Equipment at WPCF Biosolids Pad.
3. City approval of Decontamination efforts.
4. Make temporary connections to utilities.
5. Dredge and dewater (with Contractor supplied dredge and dewatering equipment) of 2,000 dry tons of biosolids.

6. Managing dewatered biosolids on site.
7. Load, weigh, and transport all dewatered biosolids to the designated area on City's Biosolids Pad.
8. WPCF Biosolids Pad site cleanup and restoration.
9. Demobilization.

C. Work under the Contract shall also include:

1. Sampling in a representative manner, storing samples according to sampling protocols, and submitting samples for analysis as required by Owner.

1.3 SUBMITTALS

A. Prior to mobilization, the following submittals shall be submitted to the City for review and approval:

1. Proposed dewatering agents and the estimated quantity.
2. Contractor's Spill Prevention Plan (See example in Appendix B).
3. Health and Safety Plan (See Section 01 3529 section 1.5).

1.4 BUILDING ACCESS AND SECURITY

A. Contractor access to the work site will be restricted as follows:

1. Entry & Exit: The Contractor will be given access into facility by City's representative. Contractor is expected to maintain site security and lock gates outside of established working hours. See Section 01 3553.

B. Due to COVID Pandemic conditions contractors will not be allowed into any City building.

1.5 WORKING HOURS

- A. General Contractor will be required to provide a project schedule that clearly defines each phase of work and the work hours associated with each phase.
- B. Work sites are available from 06:00 – 22:30 seven days a week excluding City observed holidays unless otherwise approved by the City's Project Manager. Any additional or alternate work hours will require advance approval and coordination with the City's Project Manager. See 01 5000 for Noise Ordinance.

1.6 CITY OCCUPATION AND OPERATION

- A. The City intends to operate all treatment lagoons during the project. Contractor

is expected to coordinate with City to avoid disruption to ongoing wastewater treatment processes or operations.

- B. Contractor will be responsible for locking the gated entrances to the Biosolids Pad outside of working hours. Contractor City will not accept liability for damages, vandalism, theft, or other loss due to failure of Contractor to maintain site security. See Section 01 3553.
- C. The Contractor shall coordinate with City in scheduling operations to minimize conflict with concurrent construction projects, plant operations, and maintenance activities.

1.7 BIOSOLIDS REMOVAL AND DEWATERING

A. Decontamination

- 1. Contractor shall decontaminate all equipment prior to starting work at the WPCF. See 01 7400 Invasive Species Equipment Decontamination.

B. Dredging

1. Dredging Equipment

- a. The Contractor will provide the dredge and all necessary equipment to dredge biosolids from the Aeration Cell #2.
- b. The Contractor will also provide all fuel and other equipment and appurtenances necessary to perform and support the dredging operations.
- c. Contractor is responsible to maintain and repair any damage incurred to the dredge during dredging operations.

2. Spills

- a. Any spillage of polymer, fuel, or any debris or materials associated with the Contractor's activities or operations must be reported to the City's Project Manager as soon as possible.
- b. The Contractor shall clean up any spills immediately per the Contractor's approved Spill Prevention Plan or in a manner approved of by the City's Project Manager. Spill response and cleanup shall be at the Contractor's expense. See Section 01 5000 Temporary and Environmental Controls, 1.10 Spill Prevention.

3. Dredge Operations

- a. Contractor shall determine and implement the best operational procedure for the successful removal of the defined quantity of biosolids within the allotted amount of time.
- b. Contractor shall take measures to protect the bottom of the pond from

damage caused by dredging into the pond bottom clay layer.

- c. Contractor's plan for removal shall be submitted and approved prior to the start of the work.

C. Dewatering

1. Equipment

- a. The Contractor shall provide all labor, equipment, and appurtenances necessary to perform and support the dewatering, managing on site, and transportation of the biosolids.
- b. The City is not responsible for the performance efficiency of any item of the Contractor's equipment or equipment system used in this Contract.

2. Dewatering Chemicals

- a. The net weight of dewatering agents to be used for this project shall be submitted to the City's Project Manager upon delivery to the work site. Costs for dewatering agents shall be incidental to the unit cost per Dry Ton of biosolids treated.

3. Operations

- a. The Contractor shall understand that it is imperative that each load of material must contain at a minimum of 28% TS. Materials with a solids content of less than 28% TS will be too wet to transport.
- b. Contractor shall determine and implement the best operational procedures for the successful dewatering of the biosolids to the required minimum TS content of 28% TS.
- c. Upon completion of the work, the Contractor will be responsible for returning the Biosolids Pad staging areas and haul routes along the pad to their original condition at the start of the project. Any damage by the Contractors operations to the Biosolids Pad staging areas and haul routes along the Pad will be the responsibility of the Contractor to repair to the satisfaction of the City's Project Manager.

D. Centrate Return and Effects on Wastewater Treatment

1. Contractor shall return Biosolids centrate to the wastewater treatment process stream using the 10-inch centrate return line. This line runs from the Biosolids Pad to the north end of Aeration Cell #1.
2. Contractor is responsible for providing equipment to connect with the 10-inch centrate return line.
3. Contractor shall monitor and minimize any scum mat, foaming or other effects from dewatering chemical side-streams. Scum mats that form at the Recirculation Pump Station or the Aeration Cells in excess of 100 square feet in surface area shall be the responsibility of Contractor to collect and dispose of in dumpster(s) provided by the City for this purpose. Any costs of controlling, adjusting, or remediating effects of dewatering side-streams shall be incidental to the costs of dredging and dewatering.

1.8 BIOSOLIDS WEIGHING AND TRANSPORTATION

A. Transportation Equipment

1. The Contractor shall provide all labor, equipment, and appurtenances necessary to perform and support the loading, transportation, and placement of the biosolids to the dewatering operations staging area.
2. Trucks shall be thoroughly cleaned after dumping the material with minimal solids left in the truck from the previous load. It shall be the Contractor's responsibility to clean up any biosolids on a daily basis that are deposited on the Pad between the dewatering staging area, the storage area, and the scale.

B. Safety & Spills

1. Drivers must have current licenses for the vehicles they operate and suitable for the material hauled.
2. Any spillage of biosolids, fuel, or any debris or materials associated with the Contractor's activities or operations must be reported to the City's Project Manager as soon as possible.
3. The Contractor shall clean up any spills immediately per the Contractor's Spill Prevention Plan in a manner approved of by the City's Project Manager. Spill response and cleanup shall be at the Contractor's expense. See Section 01 5000 Temporary and Environmental Controls, 1.10 Spill Prevention.

C. WPCF Truck Scale

1. The City will provide a certified truck scale on the Biosolids Pad for the Contractor to use. The scale will be used to weigh loads as they are moved to the storage area on the City's Biosolids Pad.
2. Each truck will be weighed before and after loading biosolids to accurately calculate the weight of biosolids transported. This means that each truck load will have two scale tickets, one from the empty condition and one from full. Both tickets are required for payment.
3. Upon completion of the work, the Contractor will be responsible for returning the truck scale to its original condition at the start of the project. All damage to the truck scale will be the responsibility of the Contractor to repair to the satisfaction of the City's Project Manager.

1.9 ADDITIONS TO, OR DEDUCTIONS FROM, THE CONTRACT

- A. The authorization of all Additions to, or Deductions from, labor and materials, as called for in the Contract, shall be given only upon the Owner's printed change order form bearing the signatures of the Owner, the Contractor, and the Architect/Engineer.

1.10 CHANGES IN THE WORK

- A. Change orders will be calculated based on the provisions in Section 00 7200.

1.11 WORK BY OTHERS

- A. The Contractor is required to coordinate all their activities with the City's Project Manager, or their designee. The City may have other construction projects in progress at the WPCF during the duration of this project and it is the Contractor's responsibility to assure that adequate notice is given to the City's Project Manager regarding equipment or materials that may need to be relocated in order to perform the work.

1.12 WORK BY THE OWNER

- A. The Owner shall have the right to access the site 24/7 and execute work not included in this Contract and concurrent with the contract period. Contractor shall cooperate with such Owner sponsored efforts.
- B. Sample testing and analysis required by the Owner under terms of this Contract will be conducted by appropriate City Staff under the supervision of Everett Environmental Laboratory, which is co-located at the WPCF. All samples required by City will be analyzed at City's expense.

1.13 SOLIDS ANALYTICAL DATA

- A. Biosolids data is provided in Appendix C. Data was taken in 2023 per the WPCF's NPDES permit from Washington State Department of Ecology. The biosolids have been analyzed in-situ for pollutants in accordance with 40 CFR 503 as required by coverage under the General Permit for Biosolids. Each prospective bidder must determine what evaluations of the in-situ solids characteristics are necessary and shall coordinate with the City's Project Manager if additional solids information is needed. Time is given at each pre-bid meeting for Contractors to take additional sampling. It is the Contractor's responsibility to determine how the

characteristics of the City's biosolids may influence the performance and efficiency of their equipment. Solids concentration will vary horizontally and vertically within the City's Aeration Cell #2.

1.14 CITY OF EVERETT BUSSINESS LICENSE

- A. Contractor must obtain a City of Everett business license prior to performing any Work pursuant to this Contract.

1.15 PERMITS

- A. The Contractor shall be responsible to obtain and pay the cost of any applicable permits and connection fees required to do the Work, and such costs shall be included in the Bid.

1.16 CODES AND STANDARD SPECIFICATIONS

- A. All construction shall be in accordance with the International Building Code, Current Adopted Edition.
- B. All construction shall be in accordance with the Uniform Mechanical Code, and the Uniform Plumbing Code, latest editions.
- C. All construction shall be in conformance with the WSDOT/APWA Standard Specifications and Standard Plans, latest edition.
- D. All construction shall be in conformance with the City of Everett Design and Construction Standards and Specifications, latest edition.
- E. All work shall comply with applicable requirements of Snohomish County.
- F. Any material specified by reference to the number, symbol, or title of a specified standards, such as Commercial Standard Federal Specifications, a trade association standard, or other similar standard, shall comply with the requirements of the latest revision thereof, and any amendment or supplement thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade, or modified in such references. All work shall conform to the standard referred to, except as modified in these specifications and the drawings.

1.17 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for protection and safekeeping of products under this Contract.
- B. The Contractor shall obtain and pay for use of additional parking, storage or work areas needed for his/her operations.

1.18 CHECKING PLANS AND SPECIFICATIONS

- A. PRIOR SUBMISSION OF BIDS: The Contractor shall report any discrepancies or omissions in the specifications to the Project Manager for a decision prior to the Submission of Bids.

END OF SECTION 01 1100

SECTION 01 2213 – MEASUREMENT AND PAYMENT

1.1 SUMMARY

- A. Unit price bid items measured in tons must be weighed and tested for solids content and submitted to the Project Manager prior to or concurrent with any application for payment. Solids Content will be taken by the City to verify numbers. The allowable minimum solids content of any material loaded into a truck for weighing and transportation shall be 28% Total Solids (TS) on the Biosolids Pad.

1.2 REFERENCES

- A. Section 00 7200 – GENERAL CONDITIONS 1.1 DEFINITIONS OF WORDS AND TERMS:
 - 1. DRY WEIGHT
 - 2. DRY TON
 - 3. TOTAL SOLIDS
- B. Section 01 4523 – MATERIAL SAMPLING

1.3 BID ITEMS

- A. Item #1- MOBILIZATION AND DEMOBILIZATION (Lump Sum)
 - 1. The lump sum price Mobilization and Demobilization shall encompass full compensation for the Work consisting of the preparatory work and operations in mobilizing for beginning the Work in the Contract, including, but not limited to, movement of those personnel, equipment, supplies, and incidentals to the project sites, preparation of submittals and for the establishment of temporary offices, phone service, equipment, first aid supplies, field surveys, sanitation needs, and all other facilities for both sites as required by these specifications and State and local laws and regulations. The costs of bonds, permits, any required insurance, and any other preconstruction expense necessary for the start of the Work shall also be included. This Work also consists of the general project management of the Work including, but not limited to, field supervision and office management, as well as other incidental cost for management of the Work during the duration of the Contract. This lump sum price shall not exceed 10% of the total of all bid items.
 - 2. Payment
 - a. When 5% of the original Contract amount is earned from other bid

items, 40% of the amount bid for Mobilization and Demobilization, or 5% of the original Contract amount, whichever is lesser, will be paid.

- b. Upon completion of work for the project, payment of the remaining amount bid for Mobilization and Demobilization will be paid.

B. Item #2 – DECONTAMINATION OF EQUIPMENT

1. The decontamination requirement covers all aquatic vessels, machinery, and equipment that are new or have been previously used outside the City of Everett and will be used for work in any surface water body. The level of decontamination will depend on previous use, transportation, and history log. See Section 01 7400 Invasive Species Equipment Decontamination for full requirements.
2. Payment for decontamination shall be paid as a lump sum.

C. Item #3 – DRY TONS BIOSOLIDS REMOVED, DEWATERED, AND PLACED ON BIOSOLIDS PAD (Unit Price)

1. For the purposes of this Contract, the Contractor shall be paid the unit price bid for Dry Tons per the amount (by weight) of solids material that is weighed and transported from the dewatering staging area to the designated location on the City's Biosolids Pad.
2. For this contract, the measurement of a Dry Ton includes the weight of only the solid material contained in each ton of material that crosses the City owned scale – the weight of the water will not be included.
3. Contractor shall weigh each truck prior to and after placing solids on the Pad, using the certified scale provided by Owner.
4. The calculation of a Dry Ton for payment shall be as per the following equation and examples:

$$\frac{(\text{Tons of material loaded into a truck}) \times (\text{Percent TS})}{100} = \text{Dry Tons}$$

Example 1 (Material at 28% TS):

$$\frac{(2 \text{ tons of material loaded into a truck}) \times (28\%)}{100} = 0.56 \text{ tons of Dry Ton material for payment.}$$

Example 2 (Material at 31% TS):

$$\frac{(10 \text{ tons of material loaded into a truck}) \times (31\%)}{100} = 3.1 \text{ tons of Dry Ton material for payment.}$$

5. Payment

- a. All labor, equipment, tools, materials, and necessary appurtenances required to dredge the biosolids from Aeration Cell #2 and necessary to dewater these biosolids to a solids content of equal to or greater than 28% TS shall be incidental to the payment for each Dry Ton.
- b. Payment for labor, equipment, tools, and materials necessary for loading, moving, weighing, transporting, and depositing the material in the designated area on the City's Biosolids Pad shall also be incidental to the payment for each Dry Ton.
- c. Contractor shall provide a composite sample from each truckload hauled across the scale. Individual truck samples taken will be combined by the City on a daily basis to form a daily composite sample, which will be tested to determine the average percent solids for the day. This average percentage shall be applied to the daily total truck weights for payment. The average percent solids amount from the composite sample must be a minimum of 28%. See Section 01 4523 for full sampling requirements.
- d. The City reserves the right to test individual truck samples for percent solids and apply this percentage to the individual truck weight for payment.
- e. Contractor is responsible for submitting empty truck scale tickets, full truck scale tickets, and samples from each truckload the next business day after they have been collected.
- f. Owner reserves the right to reject applications for payment if:
 - 1) Submittal of scale tickets and sample data are not submitted in a timely manner.
 - 2) Total Solids of any mass of biosolids fails to meet the minimum specifications.

D. Item #5 – FORCE ACCOUNT FOR WORK AT WPCF

1. Measurement will be negotiated prior to commencing any such work under this pay item and shall be for work to remedy unforeseen conditions.
2. Payment or credits for changes amounting to \$10,000 or less may be made under the Bid Item FORCE ACCOUNT. At the discretion of the City, this procedure for Force Account may be used in lieu of the more formal procedure outlined in the General Conditions 00 7200, Section 9.6.

3. The agreement for Force Account will be documented by signature of the Contractor. If the Contractor is in disagreement with anything required by the order for Force Account, the Contractor may protest as provided in the General Conditions.
4. Payments or credits will be determined in accordance with the General Conditions Section 9.6. For the purpose of providing a common Proposal for all Bidders, the City has entered an amount for FORCE ACCOUNT in the proposal to become part of the total Bid by the Contractor.

END OF SECTION 01 2213

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

1.1 SUMMARY OF MODIFICATIONS PROCEDURES

- A. Changes to the Work may be required due to field conditions, requests made by the Owner, clarifications to the bid documents, or other needs that result in a change in the cost of the work and/or change in the number of contract days per 00 7200 General Conditions, Article 6. The changes to the work will be tracked individually as Request for Change Proposals (RFCP). Request for Change Proposals may either be prepared as a Field Directive, or as a request for pricing prior to proceeding with the work.
- B. A change order will be issued for one or more RFCP's grouped into a single change order. Payment for changed work cannot be paid until the change order is finalized and approved as outlined per 00 7200 General Conditions, Article 6.
- C. The Request for Change Proposal shall clearly identify all labor, material, equipment, and incidentals, including subcontractor's and supplier's invoices or quotes as well as Contractor's timecards. A reference from the latest approved schedule shall be attached justifying any time extension request. Mark ups for all overhead, profit, bond cost, B & O taxes, and insurance shall be added per 00 7200. The form included at the end of this section will be used for directing the work to be done in one of the two manners described below.
- D. Contractor, and Subcontractors where required, shall provide a breakdown of labor costs including basic wage rates, fringe benefits, FICA, FUTA and SUCA add-ons, per 00 7200 General Conditions. Where premium time is involved, the Contractor shall provide a breakdown of costs in the same detail.

1.2 FIELD DIRECTIVE MODIFICATION PROPOSALS

- A. Changed conditions and/or unanticipated circumstances may require immediate revisions to Work which are essential and from which a delay would result in a time and or cost penalty to the project. When such a condition exists, the Owner shall issue a written Field Directive to the Contractor.
- B. The Owner will provide direction for the Contractor identifying the necessary changes to be made. The Field Directive shall be identified with a Request for Change number. The Contractor will provide pricing per 1.1 of this section within 15 days of the completion of the work.

1.3 LUMP SUM MODIFICATION PROPOSALS

- A. The Owner may request priced proposals which either add or delete work prior to proceeding with any changes.

- B. When requested, the Contractor shall provide pricing per 1.1 of this section for review and approval by the Owner, prior to proceeding with the work.

1.4 CHANGE ORDERS

- A. A change order to the work will be issued including one or more Request for Change Proposals. The cumulative amount of adds and deducts along with the change in the number of days approved in each individual RFCP shall be added to or deducted from the Contract. The change order shall incorporate the RFCP forms, and all required back up documentation into a lump sum contract adjustment.
- B. The payment for work performed under the change order cannot be made until the change order has been signed and approved as per 00 7200 General Condition, Article 6.
- C. If an individual change order exceeds 10% of the original contract amount and is over \$50,000, a special review may be required by the Owner.

END OF SECTION 01 2600

SECTION 01 2602 – RFI TEMPLATE

REQUEST FOR INFORMATION

To Project Manager:

Document Reference:

From Contractor:
Signature:

(Drawing Sheet, Detail No. / Spec. Section)

☐ PM/Engineer ☐ Other _____

Request

Request / Recommended Solution:

☐ Attachments

Date Required for Response: _____ Initiated By _____
(Name) (Firm)

Response

PM/Engineer's Response:

☐ Attachments

Response By: _____ Firm: _____ Date: _____

NOTE: This is not an authorization to proceed with work involving additional cost and/or time. Notification must be given in accordance with the Contract Documents if any response causes any change to the Contract Sum and/or Contract Time.

Copies: ☐ Owner's Representative ☐ Consultant _____ ☐ Other _____ ☐ File

END OF SECTION 01 2602

SECTION 01 2900 - PAYMENT PROCEDURES

1.1 PRIOR TO APPLICATION OF PROGRESS PAYMENTS

- A. Submit and receive approval of construction progress schedule and schedule of values as specified in Section 01 3216 Construction Progress Schedule.
- B. Submit a list of all Subcontractors and Suppliers performing work, if applicable.

1.2 PAYMENT REQUESTS

- A. GENERAL: Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at Substantial Completion, and the Final Payment Application involve additional requirements.
- B. PAYMENT APPLICATION TIMES: The cut-off date for each application for a progress payment shall be the 10th of the month. Applications received after the 10th of each month, will be processed the following month. Work should not be projected past the cut-off date.
- C. PAYMENT APPLICATION FORMS: Application for payment shall include the contractors' official letter head, invoice number, date of invoice, and project identification.
- D. APPLICATION PREPARATION: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Project Manager without action. Entries must match current data of schedule of values and progress schedule and report. List change orders approved prior to submission date individually using City's Change Order designation and description, as if for an original component item of work at the end of the form. Do not bill for contract change proposals until an approved Change Order has been received incorporating the change.
- E. The following shall be reviewed prior to approval of the draft application for payment:
 - 1. Total Dry Tons under application for payment.
 - 2. Weight tickets from the certified scale.
 - 3. Verification from City staff as to completion of the required Decontamination Procedures.
 - 4. Updated construction schedule.

1.3 SUBMITTAL PROCEDURE

- A. Contractor is cautioned to carefully check all extensions, totals, and required information for accuracy before formal submittal.
- B. Submit three (3) copies of application for payment.
- C. Applications are to be signed by a responsible officer of the Contractor. Sign copies in blue ink; photocopies of signature will not be accepted.
- D. Application for payment shall include the following:
 - 1. Approved form for Application for Payment.
 - 2. Affidavit stating that all Subcontractors and materialmen have been paid for work previously billed (do not submit with the first billing).
- E. When Project Manager finds application properly completed and correct, they will sign and transmit all copies of application for Payment for processing.
- F. If Project Manager finds an application improperly or incorrectly executed, an annotated copy will be returned for New Submittal.
- G. Only minor corrections are allowed on form with approval of the Project Manager.

1.4 PROGRESS PAYMENTS AND PAYMENTS WITHHELD

- A. City shall make progress payments as stipulated in the General Conditions, Article 9.

1.5 FINAL PAYMENT

- A. No application for final payment will be accepted for processing until satisfactory completion of the following:
 - 1. Contractor's Certificate of Payment of Debts & Claims.
 - 2. Contractor's Certificate of Release of Liens.
 - 3. Punchlist items complete and accepted.
 - 4. Contract closeout document submittals received and accepted.
 - 5. Final Change Orders signed off.
 - 6. Affidavit of wages paid for general and all subcontractors and materialmen.
 - 7. Subcontractor releases.
 - 8. Required permits signed off.
 - 9. Other requirements as specified in Section 01 7700 Project Closeout.
- B. Provided that Contractor has completed or fulfilled all of its obligations under the contract, City shall make final payment as provided in the Specification Section 00 7200 (General Conditions), Article 9.

END OF SECTION 01 2900

SECTION 01 2973 - SCHEDULE OF VALUES

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for processing and submitting Schedule of Values.
- B. Related Requirements:
 - 1. Section 01 3216 - Construction Progress Schedule
 - 2. Section 01 3300 - Submittal Procedures
 - 3. Section 01 7700 - Closeout Procedures

1.2 SCHEDULE OF VALUES SUBMITTAL PROCEDURES

- A. Submit a Schedule of Values for review by City within 14 days after Notice to Proceed and no less than 30 days prior to submittal of first Application for Payment.
- B. Submit updated Schedule of Values with each subsequent Application for Payment.
- C. Submit revised Schedule of Values reflecting City accepted Change Orders and other Modifications to Contract that affect Contract Sum or Contract Time.
- D. City reserves right to reject Schedule of Values submittals that appear front loaded or do not reasonably approximate anticipated cost of identified line items.

1.3 FORMAT

- A. Forms: AIA Form G703 - Application and Certificate for Payment Continuation Sheet, electronic media facsimile, or forms as accepted by City.
- B. Format Size: 8-1/2 inch by 11 inch or 11 inch by 17 inch.

1.4 GENERAL REQUIREMENTS

- A. Maintain Schedule of Values as basis for supporting Application for Payment amounts requested for each progress payment.
- B. Correlate corresponding items listed by Schedule of Values line items with other required administrative schedules and forms, including:
 - 1. Contractor's Construction Progress Schedule.

2. Application for Payment forms, including Continuation Sheets. Correlate Schedule of Values line items to that listed by Application for Payment:
 - a. Correspond to indirect costs and margins on actual cost.
 - b. Make amounts for total cost and overhead and profit complete and proportionate.
 - c. Include overhead and profit as a single line item.
 3. List of subcontractors.
 4. List of principal suppliers and fabricators.
 5. Schedule of submittals and list of products.
- C. Use as basis for determining dollar value amount for each work activity and component of work for duration of Project.
- D. Make Schedule of Values total sum equal to current Contract Sum.
- E. Round-off figures to nearest dollar amount.
- F. Identify Schedule of Value line items by corresponding Section Titles in Project Manual Table of Contents.
- G. Break down major portion of work by areas, disciplines, phase, systems, or as appropriate for ease of review.
- H. For work that exceeds 1.0 percent of Contract Sum, break out separate line items according to major work activities, components, products, or operations.

1.5 CONTENT

- A. Identification: Include the following Project identification on the Schedule of Values:
1. Project name and location.
 2. City's name.
 3. Project number.
 4. Contractor's name and address.
 5. Date of original submittal.
 6. Date of revised submittals.
- B. Work Activities: Indicate Cost Values for labor, material, equipment, and Contractor's overhead and profit, and Total Cost Value for each line item.
1. Distribute Contractor's office overhead and profit proportionally among allocated cost for each work activity.
 2. Costs associated with ongoing mobilization activities can be listed separately or distributed evenly among allocated cost for each work

- activity.
 3. Assign overhead costs corresponding to start and finish dates for each work-related activity.
 4. Pro-rate associated work expenses related to work activities, including supervision, temporary utilities, and small tools, over total Contract Time.
 5. Assign directly related costs, including bonds, insurance, and schedules, to appropriate work activities.
 6. Claims for additional cost for storage of materials off-site are not accepted as a basis for monetary claims, except where need for off-site storage arose after the Bid and at request of the City.
- C. Overhead and Administrative Costs: Show the distribution of major cost items which are not a direct cost of actual work-in-place as a line item in schedule of values or provide a description of the distribution of these items as general overhead expense.

1.6 LINE-ITEM CATEGORIES

- A. Arrange Schedule of Values in tabular form with separate columns. Break out following for each work activity listing.
1. Section Number from Project Specifications Table of Contents.
 2. Description of Work.
 3. Name of subcontractor.
 4. Scheduled Value for each Item of Work.
 5. Previous Work Complete, including Cost Value and Percent Complete.
 6. Present Work Complete, including Cost Value and Percent Complete.
 7. Change Orders (numbers) that affect value.
 8. Total Billing, including Billing to Date, Percent of Contract Sum, and Balance to Finish. Show dollar value as percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 9. Retainage.
 10. Stored Material.

1.7 COST CATEGORIES

- A. Assign following, making sum equal to total cost for each line-item activity to show initial costs of work activity and total installed cost.
1. Labor.
 2. Equipment.
 3. Material.
 4. Subcontractor.
 5. Overhead and Profit.
 6. Total Cost.

- B. Show total sum for each cost category as well as total cost for each work activity.

END OF SECTION 01 2973

SECTION 01 3119 - PROJECT MEETINGS

1.1 PRECONSTRUCTION MEETING

- A. After award of the Contract, the Project Manager will schedule a pre-construction conference at a date and time mutually agreeable to all concerned parties. Project Manager will conduct the conference, record minutes, and issue copies thereof to all in attendance. All mandated COVID regulations shall be followed.
- B. Attendance by the Contractor's project manager, job superintendent, and all Subcontractors is required. Suppliers, and other parties interested in the performance of the Work may also attend.
- C. The purpose of the conference is to introduce all primary parties involved in the construction of the Project and to review procedures to be followed during construction. Discussion will follow detail Project Manual requirements including, but not limited to:
 - 1. Project Directory:
 - a. Project number and title.
 - b. Names, telephone numbers, and facsimile transmission (FAX) numbers of the following:
 - 1) City.
 - 2) Contractor.
 - 3) Contractor's Emergency Contact List.
 - c. Names of project managers, superintendents, and foremen and accompanying telephone and emails for the following:
 - 1) Contractor.
 - 2) Contractor's major Subcontractors.
 - 2. Communications:
 - a. Channel of communications.
 - b. Requirements for use of Project identification.
 - c. Instructions to Contractor.
 - d. Oral conversations and requirements for written backup.
 - e. Appropriate Contractor-City communication.
 - f. Requests for information from Contractor to City.
 - 3. Submittal Data:
 - a. List of Subcontractors and Suppliers.
 - b. Submittals.
 - c. Progress Schedule.
 - 4. Change Orders:
 - a. Origination.
 - b. Required cost breakdown.
 - c. Inclusion in monthly pay application.
 - d. Time extension.
 - 5. Payments:

- a. Schedule of Values.
- b. Progress payment review at Project Site.
- c. Monthly progress payment cut-off date.
6. Site Visits.
7. Finish and Coordination.
8. Notice to Proceed.
9. Other Topics as Appropriate to Project.

1.2 WEEKLY PROGRESS MEETINGS

- A. Meeting Location: Contractor's project field office, unless otherwise agreed.
- B. Attendance shall include City, Contractor, Project Superintendent, and others as appropriate to agenda for each meeting.
- C. The Contractor shall:
 1. Prepare agenda and administer progress meetings, and specially called meetings throughout work progress.
 2. Preside at meetings.
 3. Record minutes; include all significant proceedings and decisions.
 4. Reproduce and distribute copies of minutes within three (3) days of each meeting to all meeting participants.
 5. Ascertain that work is prosecuted consistently with contract documents and construction schedules.
 6. Provide 3-week look ahead schedule with project milestones and Contractor needs from the City.
- D. SUGGESTED AGENDA:
 1. Review and approve minutes of previous meeting.
 2. Review work progress since previous meeting.
 3. Review plans for progress for succeeding work period.
 4. Review 3-week look ahead schedule and overall construction schedule.
 5. Present corrective measures and procedures to regain project schedule, as applicable.
 6. Present field observations, problems, and conflicts.
 7. Discuss problems impeding progress schedule.
 8. Review Quantity Control.
 9. Coordinate work.
 10. Review proposed changes for:
 - a. Effect on construction schedule and on completion date.
 - b. Effect on any other contracts of the project.
 11. Review draft of application for payment (at end of month).
 12. Review required revisions to project record documents.
 13. Review project safety.
 14. Review any other business.

END OF SECTION 01 3119

SECTION 01 3216 - CONSTRUCTION PROGRESS SCHEDULE

1.1 CONSTRUCTION SCHEDULE

- A. The Contractor shall prepare a construction schedule showing all tasks required to perform the work. Schedule shall show all tasks performed by all trades that is required to perform work within the contract time. The Schedule shall include sufficient time for cleaning, punch list review, and completion of punch list items prior to the designated physical completion date.

1.2 FORMAT

- A. The Schedule shall be a critical path method of Gantt chart style.
- B. The Schedule shall clearly identify all work and detailed to show specific steps to perform work. The relationship between the work items shall show the starting date, length of time required to perform work, completion of the work within the time frame shown.
- C. All work found on the schedule of values shall be clearly identified. Unless otherwise expressly authorized in writing by the City's representative, the Contractor must integrate the schedules with the Schedule of Values and unit price items so that each construction activity is represented by a dollar value.
- D. Submittals dates shall be included and the relationship between submittal and the work item shall be identified
- E. Materials requiring long lead times shall be clearly identified on the schedule. This shall include:
 - 1. Date materials must be ordered
 - 2. Time for manufacturing
 - 3. Time for delivery
 - 4. Delivery date (expected date materials to be at the project)
 - 5. Date of Installation

1.3 SUBMITTAL

- A. At the pre-construction meeting, a preliminary schedule is required to be submitted. Once the preliminary schedule has been approved, the schedule shall become the Project Schedule. The Project Schedule, as approved by the City, will be an integral part of the contract and will establish interim completion dates for the various activities under the contract.

- B. Schedule shall be submitted electronically. Acceptable format .xls, .mpp and pdf.
- C. Review by the City or City's Representative shall not constitute approval or acceptance of the Contractor's construction means, methods, sequencing, logic, order, precedence and succession of activities or Contractor's ability to complete the Work in a timely manner.
- D. The review/approval of any schedule shall not transfer any of the Contractor's responsibilities to the City.
- E. Subcontractors shall review all schedules prior to submittal. At the City's option and sole discretion, City may require Contractor to obtain written acceptance of each schedule by subcontractors as practical and feasible, as the schedule relates to subcontractors' work.

1.4 UPDATES

- A. The Project Construction Schedule will be reviewed and updated at each progress meeting. All changes to the project schedule of more than three (3) working days shall be documented. The Schedule shall be updated to show measures required to bring project back on schedule. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the Contract Time. Any mistakes or errors in any schedule, including, but not limited to, mistakes or errors of logic, order, precedence, and duration, are and remain the Contractor's.
- B. Should any activity not be completed by the stated scheduled date, the City will have the right to require the Contractor to expedite completion of the activity by whatever means appropriate and necessary, without additional compensation to the Contractor.
- C. The Schedule shall be used to justify time extension days requested by the Contractor. For additional days requested, the Schedule shall be detailed enough to identify the work item(s) affected and the relationship to the changed or added work.
- D. Schedule shall be provided during the construction meetings. Schedule shall be on 11x17 papers and shall show current work progress.

END OF SECTION 01 3216

SECTION 01 3300 - SUBMITTAL PROCEDURES

1.1 DESCRIPTION

- A. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for its review by the City.
- B. Electronic submittals of shop drawings or other documents required for approval may be substituted for paper copies. Electronic submittals must be submitted utilizing current portable document format (PDF) software. All electronic submittals shall be certified documents and digitally signed showing Contractors review, and stamp showing approval of submittal. All electronic submittals shall be book-marked. A table of contents is required and shall be placed directly behind the cover page. Document properties shall include the Job Name, Division (Section Number), and items included in submittal. Prior to use of Electronic submittals, discuss with City, procedures and formatting including any additional contents to be included within the document.
- C. Related Work:
 - 1. For individual submittals required, refer to the pertinent sections of these specifications.
 - 2. Section 00 7200 General Condition, Article 2.4
 - 3. Make all submittals required by the Contract Documents, revise and resubmit as required to establish compliance with the specified requirements.
 - 4. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's description of required attributes and performance.

1.2 PRODUCT HANDLING

- A. Make all submittals of shop drawings, samples, requests for substitution, and other similar items in strict accordance with the provisions of this section of the specifications.

1.3 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals. Accompany each submittal with a letter of transmittal showing the transmittal number, date of transmittal, specifications section or drawing number to which the submittal pertains, brief description of the material submitted, and the company name of the originator of the submittal.

- B. Resubmittal's shall be numbered with the same number as the original submittal followed by a sub nomenclature such as -A, -B, -C, or .01, .02, .03, for example:

Original Submittal – 01 5000

Resubmittal 1 – 01 5000.01

Resubmittal 2 – 01 5000.02, etc.

- C. Maintain an accurate submittal log for the duration of the construction period, showing status of all submittals. Make the log available to the Project Manager upon request.

1.4 COORDINATION OF SUBMITTALS

- A. Prior to submittal for Project Manager's review, use all means necessary to fully coordinate all material, including the following:
1. Determine and verify all field dimensions and conditions.
 2. Coordinate with all trades and all public agencies.
 3. Secure for and pay all necessary approvals and permits from public agencies having jurisdiction.
 4. Clearly indicate all deviations from the contract documents.
- B. Unless otherwise permitted by the Project Manager, make all submittals in groups containing associated items. The Project Manager may reject partial submittals as not complying with the contract documents.

1.5 TIMING OF SUBMITTALS

- A. Within fifteen (15) calendar days from the notice to proceed, submit a Schedule of Submittals identifying the required submittals, anticipated submittal date of submittals, requested review schedule and submittals for which the review and approval is critical to the project schedule.
- B. Make all submittals far enough in advance of scheduled work to provide required time for reviews and delivery of materials. Allow thirty (30) days for the Project Manager's review following his/her receipt of the submittal.
- C. Costs of delays caused by tardiness of submittals may be back charged as necessary and shall not be borne by the City.

END OF SECTION 01 3300

SECTION 01 3529 - HEALTH AND SAFETY

1.1 SECTION INCLUDES

- A. This Section covers the requirements for compliance with health and safety precautions and controls for projects without hazardous waste operations.
- B. Safety plan.
- C. Protection of equipment, public and City staff.

1.2 REFERENCES

- A. General: The publications listed below form a part of these specifications to the extent referenced. The publications are referred to in the text by basic designations only.
- B. Code of Federal and State Regulations
 - 1. OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926.)
 - 2. National Emission Standards for Hazardous Air Pollutants (40 CFR, part 61).
 - 3. Washington State Department of Labor and Industries (WISHA) 49.17-49.26 RCW
 - 4. Washington Administration Code (WAC) 296-155 Safety Standards for Construction Work

1.3 SUBMITTALS

- A. The following submittals are required to be delivered within 5 days after Notice to Proceed has been received.
 - 1. Health and Safety Plan (specific to this project)
 - 2. Copies of all minutes/notes from daily safety meetings.

1.4 ACCIDENT REPORTING

- A. Serious accidents such as those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel or damage to property other than that of the Contractor shall be reported to the Project Manager as soon as possible, but in no event later than within twenty-four (24) hours of the occurrence.

- B. A copy of each accident report, which the Contractor or subcontractors have submitted to their insurance carriers, shall be forwarded to the Project Manager as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.

1.5 PLAN

- A. The Contractor shall develop a Site-Specific Health and Safety Plan addressing health and safety management methods specific to the project. The Plan shall, at a minimum, include:
 - 1. The name of the individual at the jobsite responsible for implementation and compliance with this Plan.
 - 2. If work requires the use of Fall Restraint or Fall Arrest, a Fall Protection work plan meeting the requirements set forth in WAC 296-155-24505 shall be included.
 - 3. If applicable, the Plan shall include the name and qualifications of any electrical safety observer to be provided by the Contractor.
 - 4. Steps taken to provide protection of the public and City employees. This includes protection from falling objects. Indicated type of overhead safeguards and protection to be installed and safeguards from equipment damage due to debris (including nails) on the ground.
 - 5. A description of tasks to be undertaken, and equipment mobilized for this project.
 - 6. A list of all known and expected safety or health hazards, problems, and proposed control mechanisms.
 - 7. Safety Data Sheets (SDS) of and procedures for using, disposing of, or storing for all chemicals, products, or materials regulated by WAC 296-62 to be used by the Contractor.
 - 8. A list of personal protective equipment, monitoring devices, and hazard-specific plans or permits as appropriate and required by State and Federal regulations.
 - 9. A description of emergency response measures, equipment available for emergency response to address accidents and releases of materials, including, but not limited to, first aid, eye wash/showers, and fire extinguishing equipment, and location of this equipment at the jobsite.
 - 10. Emergency phone numbers contacts, and location of the nearest medical facility.
 - 11. A monitoring and inspection plan and record keeping measures to ensure that equipment and work practices comply with this Plan.
 - 12. Personnel names, training, and notification procedures as appropriate to ensure that all jobsite personnel are familiar with the Plan elements. Include copies of training certificates.
 - 13. Procedures for safe storage and handling of flammable liquids, in accordance with WAC 296-24-330.

14. If applicable the Contractor shall include procedures for safe storage and handling of compressed gasses in accordance with WAC 296-24-295, Compressed Gas General Requirement.
15. Other issues which the Contractor determines are appropriate and necessary to protect worker safety and health.
16. This plan shall be posted and marked in a location on site that will be noticed upon entry of work site. A fall protection plan must also be established and shall be posted next to the Health and Safety Plan (Accident Prevention Program). These postings are required to be protected from inclement weather and must be legible during the extent of this contract.

1.6 HEALTH AND SAFETY REPRESENTATIVE

- A. The Contractor shall designate a Health and Safety Representative who will oversee all work taken place on the job site including work performed by subcontractors and suppliers. The Health and Safety Rep should be capable of identifying hazards within the job site, take immediate actions to correct hazard and if needed, stop work until hazards have been corrected.
- B. The Contractor shall authorize the Health and Safety Representative to resolve safety-related issues raised by the City.
- C. The Health and Safety Representative is responsible to ensure that work is performed in accordance with the Health and Safety Plan.
- D. At the daily job briefing and/or tailgate conference, Contractor shall provide the City's representative in attendance at the meeting all relevant information on the Work to be performed, its location, and the equipment to be used.
- E. The Contractor is responsible to ensure that its workers and subcontractors have all safety equipment required for the Work.
- F. Nothing in this Contract shall be construed as imposing any duty upon the City or any of its employees with regard to, or as constituting any express or implied assumption of control or responsibility over, Project Site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

END OF SECTION 01 3529

SECTION 01 3553 - SECURITY PROCEDURES

1.1 SUMMARY

- A. Section Includes: Procedures to maintain security including unauthorized entry, vandalism, and theft to buildings and grounds at Project site.
- B. Contractors shall understand that maintaining security at each of the City's sites is of the utmost importance and should the Contractor fail to adhere to the agreed upon security procedures access may be limited to the hours associated within the working hours of City staff.
- C. Related Sections:
 - 1. Section 01 3119 - Project Meetings
 - 2. Section 01 5000 - Temporary Facilities and Controls

1.2 SECURITY PROGRAM

- A. Discuss with City, at Preconstruction Meeting specified Section 01 3119, a security program to prevent unauthorized entry and to protect against other security problems, including loss due to theft, vandalism, and fire.
- B. Arrange with City for access through locked gates as necessary to perform Work of this Contract.
 - 1. Contractor is responsible for supplying a keyed padlock to secure the gates at Water Pollution Control Facility Biosolids Pad. Contractor will coordinate with City to place lock in the daisy chain securing these gates.
- C. Establish adequate flood lighting to allow monitoring of Project site during morning and evening hours. Contractor is responsible to position lighting to avoid glare shining towards residential areas surrounding the WPCF.

1.3 STORAGE AND PROTECTION

- A. Provide for secure lockup of stored materials and take additional measures to protect against theft vandalism, and other loss of property belonging to City located on site and at off-site facilities.

1.4 ENTRY CONTROL

- A. Provide City with list of Contractor staff that will be working at each site. City staff will check the list prior to granting access at WPCF. Thus, Contractor must keep the list up to date.
- B. Restrict entrance of unauthorized persons and vehicles into construction areas.
- C. Maintain security of construction fencing and gates as approved by City in advance. Lock at end of each working day.
- D. Maintain security site lighting systems as approved by City in advance.
- E. Maintain public access to areas outside of project limits and coordinate with City at least 2 weeks in advance of planned disruptions to the public access to the adjacent areas outside of the project limits.

END OF SECTION 01 3553

SECTION 01 4200 - REFERENCES

1.1 ORGANIZATION AND FORMAT OF SPECIFICATIONS

- A. Division and paragraph numbers, as listed in the "Table of Contents" of the Specifications Book and the Items of Work included under the headings generally conform with the "Uniform Construction Index" of the Construction Specifications Institute (C.S.I.). Numbering of paragraphs and divisions, and trade headings are merely for convenience and identification, and may not be consecutive.

1.2 NUMBER OF SPECIFIED ITEMS REQUIRED

- A. Wherever in these Specifications an article, device or piece of equipment is referred to in the singular number, such reference applies to all and as many such articles as are shown on the Drawings or required to complete the installation.

1.3 SPECIFICATIONS OF MANUFACTURER

- A. Wherever in these Specifications an article, device or piece of equipment is referred to by the Manufacturer Model Number, Serial Number of Manufacturer's standard product indication, the specification of that article, device or piece of equipment shall hereby be considered to be included within these Specifications. For the purposes of substitution, such specification shall be deemed to be the basis for the City's decision for substitution approval or disapproval. No substitutions shall be considered prior to Award of the Contract.

1.4 DEFINITIONS

- A. The following terms are used in the Contract Documents and are defined as follows:
 - 1. The terms "Owner" and "City" mean the same and shall be interchangeable.
 - 2. The terms "approved" and "for approval" mean "approved by the City".
 - 3. The term "coordinate" means "satisfactorily combine the Work of All Trades for a complete and operating installation".
 - 4. The term "selected" means "as selected by the City."
 - 5. The term "provide" means "furnish and install".
 - 6. The term "City" means "City's Representative".
 - 7. The term "directed" means "as directed by the City's Representatives".
 - 8. Where the terms "or approved" and "or approved equal" are used, the City's Representative is the sole judge of the quality and suitability.
 - 9. The term "indicated" means "as indicated in these Contract Documents".

B. General:

1. Reference in the Technical Divisions of these Specifications to Standard Data of the following organizations shall mean the Latest Edition at the date noted on the Specification Book, unless otherwise noted. The Contractor shall conform to said standard requirements, when reference is made thereto, as if the data were repeated verbatim in the Specifications, except where standard data are supplemented and modified by the Specifications.

C. Abbreviations:

1. Standard data of the following organizations are referenced in the Specifications and the organization names abbreviated as noted:
2. AAN: American Association of Nurserymen, 835 Southern Building, Washington, D.C. 20006
3. ACI: American Concrete Institute, P.O. Box 4754, Redford Station, Detroit, Michigan 48219
4. AGA: American Gas Association, 605 Third Avenue, N.Y., NY 10016
5. AIA: American Institute of Architects, 1735 New York Avenue, Washington, D.C. 20006
6. AIMA: Acoustical and Insulating Materials Association, 205 W. Touhy Avenue, Park Ridge, Illinois 60068
7. AISI: American Institute of Steel Construction, 101 Park Avenue, N.Y., NY 10017
8. AISI: American Iron and Steel Institute, 150 E. 42nd Street, N.Y., NY 10017
9. AMCA: Air Moving and Conditioning Association, Inc., 30 W. University Drive, Arlington Heights, Illinois 60004
10. ANSI: American National Standards Institute, 1430 Broadway, New York, N.Y. 10018
11. APA: American Plywood Association, P.O. Box 11700, Tacoma, WA 98411
12. APWA: American Public Works Association, Washington State Chapter, Olympia, WA 98504
13. ARIB: Asphalt Roofing Industry Bureau, 757 Third Ave., NYC 10018
14. ASAH: American Society of Architectural Consultants
15. ASME: American Society of Mechanical Engineers, 29 W. 39th, NYC 10018
16. ASTM: American Society for Testing & Materials, 1916 Race Street, Philadelphia, PA 19103
17. AWI: Architectural Woodwork Institute, Chesterfield House, Suite A, 5055 S. Chesterfield Road, Arlington, VA 22206
18. AWWA: American Water Works Association, 7735 Old Georgetown Road, Bethesda, MD 20014
19. AWS: American Welding Society, 33 W. 39th, NYC 10018
20. AWWA: American Water Works Association, 2 Park Ave., NYC 10000
21. BHMH: Builders Hardware Manufacturers Association
22. CRSI: Concrete Reinforcing Steel Institute, 38 S. Dearborn, Chicago, IL

23. CS: Commercial Standard of the US Department of Commerce, Washington, D.C. 20025
24. CSI: Construction Specifications Institute, 1717 Massachusetts Avenue, NW, Washington, DC 20036
25. FGMA: Flat Glass Marketing Association, 3310 Harrison, White Lakes Professional Bldg., Topeka, Kansas 66611
26. IEEE: Institute of Electrical & Electronic Engineers, 33 W. 39th, NYC
27. IPCEA: Insulated Power Cable Engineers Association, 283 Valley Road, Montclair, NJ 06042
28. MLA: Meal Lath Association, 12703 Triskett St., Cleveland, OH 44111
29. NAAMM: National Association of Architectural Metal Manufacturers, 228 North LaSalle Mt., Chicago, Illinois 60601
30. NBGQA: National Building Granite Quarries Association, Inc., PO Box 444, Concord, New Hampshire 03302
31. NEMA: National Electrical Manufacturer's Association, 155 E. 44th, NYC 10017
32. NFPA: National Fire Protection Association, 60 Betterymarch Street, Boston, Massachusetts 02110
33. NSPE: National Society of Professional Engineers, 1420 King Street, Alexandria, VA. 22314
34. NWWMA: National Woodwork Manufacturers Association, 400 W. Madison Wn., Chicago, IL 60600
35. PS: Product Standard of US Department of Commerce, Washington D.C. 20025
36. SDI: Steel Deck Institute, 9836 W. Roosevelt Road, Westchester, IL 60153
37. SDI: Steel Door Institute, 1230 Keith Bldg., Cleveland, OH 44115
38. SMCNA: Sheet Metal & Air Conditioning Contractors National Association, 107 Center Street, Elgin, IL 60210
39. SSPC: Steel Structures Painting Council, 4400 Fifth Avenue, Pittsburgh, Penn. 15213
40. TCA: Tile Council of America, 800 Second Avenue, NYC 10017
41. UBC: Uniform Building Code of International Conference of Building Officials, 530 S. Workman Hill, Whittier, CA 90601
42. UL: Underwriter's Laboratories, 333 Pfingsten Rd., Northbrook, IL
43. WSDOT: Washington State Department of Transportation
44. WWPA: Western Wood Products Association, Yeon Building, Portland, OR 97204

1.5 1.06 LIST OF ABBREVIATIONS

- A. Abbreviations and Symbols occurring on the Drawings and in the Specifications may include, but are not limited to, the following:

A.C.P.	ASPHALT CONCRETE PAVEMENT
ALT.	ALTERNATE
ANCH.	ANCHOR
APPROX.	APPROXIMATE(LY)
ASPH.	ASPHALT
A.S.T.M.	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AUTO.	AUTOMATIC
B.B.	BALL & BURLAP
B.C.	BOTTOM OF CURB
BLDG.	BUILDING
B.M.	BENCHMARK
B.S.	BOTTOM OF STEPS
C.B.	CATCH BASIN
C.F.	CUBIC FOOT
C.I.	CAST IRON
C.I.P.	CAST IRON PIPE
C.J.	COLD JOINT
C.L.	CENTER LINE
CLR.	CLEARANCE or CLEAR
C.M.P.	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
CONC.	CONCRETE
COND.	CONDITION
CONN.	CONNECTION
CONT.	CONTINUOUS
C.P.	CONCRETE PIPE
C.P.P.	CORRUGATED-PERFORATED PIPE
CTRS.	CENTERS
C.W.	CONCRETE WALK
C.Y.	CUBIC YARD
D.F.	DOUGLAS FIR
DET.	DETAIL
DIA.	DIAMETER
DIM.	DIMENSION
D.L.	DAYLIGHT GRADE
E.	EAST
EA.	EACH
E.J.	EXPANSION JOINT
ELEC.	ELECTRICAL
EL.or ELEV.	ELEVATION
ENG.	ENGINEER
E.P.	EDGE OF PAVING
E/Q.	EQUAL
E.W.	EACH WAY
EX.	EXISTING

EXIST.	EXISTING
F.E.	FINISHED ELEVATION
F.G.	FINISH GRADE
F.H.	FIRE HYDRANT
FIN.	FINISH
F.L.	FLOW LINE
FLD.	FIELD
F.S.	FINISH SURFACE
FTG.	FOOTING
GA.	GAUGE
GAL.	GALLON
GALV.	GALVANIZED
G.C.	GROUND COVER
G.E.	GRATE ELEVATION
G.I.	GALVANIZED IRON
H.B.	HOSE BIBB
HDPE	HIGH DENSITY POLYETHYLENE
HDR.	HEADERBOARD or HEADER
H.H.	HAND HOLE
HT.	HEIGHT
I.D.	INSIDE DIAMETER
I.E.	INVERT ELEVATION
INV.	INVERT
J.B.	JUNCTION BOX
JTS	JOINTS
L.A.	LANDSCAPE ARCHITECT
L.C.	LENGTH OF CURVE
L.F.	LINEAR FEET
L.P.	LOW POINT
M.H.	MANHOLE
MAX.	MAXIMUM
MIN.	MINIMUM
N.	NORTH
N.I.C.	NOT IN CONTRACT
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
PAV.	PAVING
P.E.	POLYETHYLENE
PED.	PEDESTRIAN
PERIM.	PERIMETER
P.S.I.	POUNDS PER SQUARE INCH
PTD.	PAINTED
P.V.C.	POLYVINYLCHLORIDE
Q.C.V.	QUICK COUPLING VALVE
R.	RADIUS
R.E.	RIM ELEVATION

REQ.	REQUIRED
REQ'D.	REQUIRED
REG.	REGULAR
REM.	REMOVE
REQD.	REQUIRED
R/W	RIGHT OF WAY
S.	SOUTH
S.D.	STORM DRAIN
SDR.	STANDARD DIMENSION RATIO
SECT.	SECTION
S.F.	SQUARE FEET
S.G.	SUB GRADE
SHT.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATIONS
SQ.	SQUARE
S.S.	SANITARY SEWER
STD.	STANDARD
STL.	STEEL
T.B.	TOP OF BERM
T.C.	TOP OF CURB
TEC.	TEMPORARY EROSION CONTROL
T.P.	TOP OF PAVING
T.S.	TOP OF STEPS
T.W.	TOP OF WALL
TYP.	TYPICAL
V.	VALVE
VERT.	VERTICAL
W.	WIDE/WIDTH
W/O	WITHOUT
W/	WITH
W.M.	WATER METER
WWM.	WELDED WIRE MESH

END SECTION 01 4200

SECTION 01 4500 - QUALITY CONTROL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-control services required by Engineer, City, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Owner operates the Everett Environmental Laboratory (EEL), certified by the Washington State Department of Ecology for testing water and wastewater. Owner will employ EEL as its testing agency for biosolids quality assurance and quality control including, but not limited to:
 - 1. Total solids testing on dewatered biosolids to determine Total Solids;
 - 2. Total solids testing on dewatering equipment to determine Solids Capture Rate.
- D. Owner is responsible for bearing costs of quality assurance and quality control testing if such testing is required by Owner.
- E. Contractor may request additional analyses at his or her own expense.
 - 1. Contractor, at their expense, may request that the Owner complete additional analysis and testing.
 - 2. Contractor may request additional testing to be completed at a third-party testing agency. Any such testing will be accomplished at Contractor's sole expense. Prior written authorization from Owner is required before hiring a third-party testing agency.
 - 3. Any testing agency used must have current certification through Washington State Department of Ecology. Use of any agency other than that chosen by Owner must receive written pre-approval from Owner's Representative.
- F. In the event that sample results from a third-party testing agency and sample results from EEL differ by 5% TS or more, Contractor and Owner's

Representative will meet to discuss changes to sampling, storage and testing procedures.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.3 SUBMITTALS

- A. Qualification Data: For testing agencies as specified in Section 1.4 Quality Assurance, to demonstrate their capabilities and experience, the agency must include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Ambient conditions at time of sample taking and testing and inspecting.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

- D. Permits, Licenses, and Certificates: For City's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, with accreditation in the matrix "Solid and Chemical Materials" through the Washington State Department of Ecology, and that specializes in types of tests and inspections to be performed.

1.5 QUALITY CONTROL

- A. City Responsibilities: Where quality-control services are indicated as City's responsibility, City will engage a qualified testing agency to perform these services.
1. City will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
 3. Owner's Representative will coordinate and manage testing agencies.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

END SECTION 01 4500

SECTION 01 4523 – MATERIAL TESTING

1.1 SUMMARY

- A. Field quality control testing including, but not limited to, Total Solids (TS) testing of biosolids.
- B. To determine the dry weight of each truckload of biosolids, Contractor shall ensure proper collection and storage of samples of biosolids solids representative of the truckload. Additional samples may be required to adequately characterize the load of biosolids. Owner reserves the right to inspect sampling and storage methods and equipment, and to direct changes to Contractor's means and methods to ensure samples are adequately representative of the load sampled, at no cost to Owner.

1.2 PERCENT SOLIDS TESTING

- A. Each load of dewatered biosolids ready for loading and weighing shall be sampled and tested by the Contractor to verify the minimum TS of 28%.
- B. Contractor shall also provide the City with a sample from each load to be hauled over the scale. Each sample provided for City testing shall be a composite sample made up of a minimum of three (3) grab samples from each truckload. These samples shall be collected by the Contractor with the samples provided to the City on a daily basis. The City may also collect independent samples at the discretion of the City's Project Manager.
- C. A sample container shall consist of hard plastic or glass with a secured lid and each sample shall contain a minimum of three ounces (85 grams) of dewatered biosolids. Each sample shall be labeled with the date and time that the sample was taken.
- D. Samples shall be collected during the truck loading process in a manner approved by the City's Project Manager and shall be representative of the material ready to be weighed and transported to the applicable area on the Biosolids Pad.
- E. Samples will be analyzed by the City at no cost to the Contractor. The Contractor may perform duplicate solids analysis, at the Contractor's expense.
- F. Failure of any material to meet the required TS, as tested by the City, will result in the load of material being ineligible for payment.
- G. City will perform a combination of onsite testing and testing of samples in the City's lab to determine the TS% in each load.

END OF SECTION 01 4523

SECTION 01 5000 - TEMPORARY AND ENVIRONMENTAL CONTROLS

1.1 SUMMARY

- A. This section addresses:
 - 1. Furnishing, installing, operating, maintaining, and removing of temporary construction facilities.
 - 2. Minimizing the pollution of air, water, or land; control of noise and the disposal of solid waste materials.

1.2 TEMPORARY FACILITIES

- A. Meals and Lodging
 - 1. The Owner will not provide meal and lodging facilities for the Contractor's personnel.
- B. Potable Water
 - 1. The Contractor shall make all necessary arrangements for a temporary potable water service.
 - 2. The WPCF Biosolids Pad has potable (2) water available for contract use (see Appendix A). Contractor is responsible for determining if this water source is adequate for their operational needs. Any additional water use shall be the responsibility of Contractor.
 - 3. The City has non-potable (3) water at the WPCF site for wash-down and site cleaning (see Appendix A). Any additional non-potable water use shall be the responsibility of Contractor.
- C. Electric Power
 - 1. The Contractor shall make all necessary arrangements for temporary electrical service.
 - 2. City has provided 1200-amp 3-phase power to the Biosolids Pad (see Appendix A). Electrical power is available via three 300 amp and one 150 amp terminals. Quick disconnects and ground fault protection are not provided. Any additional electrical power needs shall be the responsibility of Contractor.
 - 3. Contractor is responsible for providing licensed and qualified personnel to connect to power as well as all necessary equipment.
 - 4. The City has no lighting on the Biosolids Pad. All lighting must be provided by the Contractor as necessary.

D. Toilet Facilities

1. The Contractor shall provide and maintain adequate chemical toilet facilities for all individuals connected with the work.
2. Portable toilets must be positioned in locations where they will not pose a health problem or obstruct entry into the facility.
3. The Contractor shall ensure portable toilets have the ability to be locked and secured to prevent unauthorized use and vandalism.
4. The Contractor shall keep the toilet facilities in sanitary condition in accordance with the Snohomish County Health Department.
5. The Contractor shall remove the toilet facilities at completion of the contract and shall disinfect the premises.

E. Covid-19 Related Items: Contractors and visitors on COE sites are expected to adhere to all COVID-19 Pandemic related rules and guidelines as established and amended by Washington State Governor order, Labor and Industries Division of Occupational Safety and Health, local Department of Health offices, and the City of Everett. In addition, Contractor shall provide all COVID-19 Pandemic related materials required to meet the rules and guidelines stated above.

F. Safety

1. The Contractor shall take precautions to warn, protect, and prevent the public from all hazards that exist on site due to any construction operations. Stockpiled debris shall be surrounded with yellow warning tape attached to lath, stakes, poles, or fencing to warn the public of any potential hazard.

G. Solid Waste Disposal:

1. Collect solid waste and remove this waste from the site on a daily basis.
2. Use only dump sites that are approved by the regulatory agency having jurisdiction, and present proof of approval upon request.
3. No building material wastes or unused building materials shall be buried, dumped, or disposed of on the site.

I. Fuel and Chemical Handling:

1. Store and dispose of chemical wastes in a manner approved by regulatory agencies.
2. Take special measures to prevent chemicals, fuels, oils, and greases from entering any of the City's operational ponds, storm drains, and drainage ways.
3. The Contractor shall provide containment around fueling and chemical storage areas, and equipment containing fuel, oils, and other contaminants to ensure that spills in these areas do not reach storm drains and/or waters of the state.

- J. The Contractor shall maintain the construction area in a neat and orderly condition throughout the contract. Food and garbage shall be stored properly to prevent attracting animals. Remove food and garbage from the site during non-work hours. Practice controls to stop rodent infestation of temporary facilities and the job site.
- H. After completion of Work the Contractor shall remove all temporary facilities and shall restore the temporary facilities area to its original state.

1.3 SITE MAINTENANCE

- A. Contractor shall adhere to all requirements of federal, state, and local statutes and regulations dealing with pollution and shall ensure no public nuisances.
- B. At all times, Contractor shall keep the work site, walkways, driveways, staging areas, and Contractor's facilities clean, orderly and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the present condition of the site.
- C. Contractor shall keep equipment and trucks clean and prevent solids materials from being tracked between the production areas and the storage areas at the WPCF.

1.4 MATERIAL DELIVERY AND STORAGE

- A. Delivery of materials shall be made only during the Contractor's working hours and at such times as they have a representative available.
- B. City personnel and equipment are not available for off-loading materials and/or equipment. Contractor shall make arrangements to have staff and equipment available for deliveries.
- C. The Contractor shall store materials within the work site area at an area determined in pre-construction conference or designated by the City.

1.5 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

- A. During the life of the Contract, the Contractor shall comply with all provisions of federal, State and local statutes including the City of Everett Storm Water Manual, Design and Construction Standards, ordinances and regulations pertaining to the

prevention of environmental pollution and the preservation of public natural resources. Pursuant to RCW 39.04.120 such provisions as are reasonably obtainable are set forth below.

1.6 WATER QUALITY - GENERAL

- A. The Contractor shall comply with City ordinances, State, and federal laws and other regulations or rules applicable to water pollution occurring in waters of the State and in interstate waters. The Contractor shall:
 - 1. Exercise precautions throughout the life of the Contract to prevent pollution, erosion, siltation, and damage to property.
 - 2. Provide for the protection of all water courses, including but not limited to operation ponds, streams, ditches, sewers, and storm drains intercepted during the progress of the Work.
 - 3. Completely restore disturbed watercourses in as good condition as the Contractor found them, or make such final provisions for them as the City may direct.
 - 4. Use all proper measures to provide for the free passage of surface water.
 - 5. Remove and dispose of all surplus water, mud, silt, slicking, or other run off pumped from excavations or resulting from sluicing or pavement cleaning or other operations.
- B. The Contractor shall comply with the regulations for water quality required by:
 - 1. The Department of Ecology
 - 2. Puget Sound Clean Air Agency
 - 3. The Washington State Department of Fish and Wildlife.
 - 4. Those federal statutes on oil spills enacted under the federal Water Pollution Control Act Amendments of 1972 (a copy of which may be obtained from the U.S. Environmental Protection Agency).
 - 5. The water quality standards of the State of Washington as set forth in Chapter 173 201A WAC.
 - 6. Any local statutes, regulations, ordinances, or rules, which stipulate the various types of discharge prohibited in public sewer systems or any drainage ditch in the local jurisdiction.
- C. State statutes on water pollution covering liability of the Contractor, penalty for violation, liability and damages for injury or death of fish, animals or vegetation are set forth in Chapter 90.48 RCW. As an aid to the Contractor, some though not all, of the rules set forth by the various State departments are summarized below. The Contractor is cautioned, however, that each Department of the State may add other restrictions, as they deem necessary, to protect fish and to prevent air or water pollution:
 - 1. State Department of Fish and Wildlife:
 - a. Not degrade water quality in a way that would harm fish. (The Washington State Water Quality Regulations will serve as water

- quality criteria for the Work.)
- b. Release into a flowing stream or open water any fish stranded by the Work.
- c. Replant any stream bank or shoreline areas if the Work has disturbed the vegetative cover. (Any trees, brush, and grasses used in replanting shall resemble the type and concentration of surrounding vegetation, unless the Contract provides otherwise.)
- d. Provide an open water channel at the lowest level of any isolated pothole remaining when the Work is complete.
- e. Protect fish by preventing harmful siltation on the bed or bottom of any body of water.
- f. Not block stream flow or fish passage.
- g. Keep all Equipment out of any flowing stream or other body of water (except as the Contract may permit).
- h. Not remove gravel or other bottom material from within the high water flow channel bed of any stream nor from the bottom of any other body of water (except as the Contract may permit).
- i. Dispose of any Project debris beyond high-water flows.
- 2. State Department of Ecology:
 - a. Obtain a waste discharge permit from the Department of Ecology before:
 - b. Washing any aggregate and discharging water into a ground or surface waterway from pit sites or excavations when the water contains turbidity, silt, or foreign materials.
 - c. Provide the City with a copy of each waste discharge permit before starting the Work.
 - d. Control drainage and erosion to minimize the pollution of any waterway.
 - e. Dispose of all toxic materials (including creosote, oil, cement, concrete, and water used to wash Equipment) in ways that will prevent them from entering State waters.
 - f. Dispose of all debris, overburden, and other waste materials in ways that will prevent them from entering State waters.
- D. The Contractor shall perform such temporary work as may be necessary to effectively control water pollution, erosion, and related damage within the Project Site or which might be necessary at work areas located outside the Project Site. These outside areas may include, but are not limited to, equipment, material and other storage sites. When temporary control facilities or measures are no longer needed, they shall be removed and the areas restored or finished as designated by the Project Manager.

- E. If Work is suspended for an extended period of time, the Contractor shall be responsible for controlling erosion, pollution, sedimentation, and runoff during the shutdown period.

1.7 AIR QUALITY

- A. The Contractor shall identify those portions of the Work that have the greatest potential to impact air quality.
 - 1. Specific means and methods to prevent and/or control impacts to air shall be described for each such portion of work.
- B. The Contractor shall not cause or allow the discharge of particulate matter, the emission of any air contaminants or odor bearing gases in excess of the limits specified under Regulation I of the Puget Sound Clean Air Agency, Article 9 Emission Standards.
- C. The Contractor shall maintain air quality within the National Emission Standards for Hazardous Air Pollutants. Air pollutants are defined as that part of the atmosphere to which no ambient air quality standard is applicable, and which, in the judgment of the Administrator of the Environmental Protection Agency Clean Air Act, may cause or contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness.
- D. The Contractor shall minimize the potential for air pollution by the use of emission control devices on Contractor operated equipment and by the shut-down of motorized equipment when not in use.
- E. The Contractor shall control dust throughout the project.
- F. No burning, including trash or vegetation, will be permitted.
- G. Refer to Regulation III Puget Sound Clean Air Agency Article 4, Asbestos Control Standard, in the event the Contractor damages an existing duct, asbestos cement pipe, or any other facility that may contain asbestos. Repairs, Removal and containment shall be completed per WAC 296-62-07701 through 296-62-07753 as covered by chapter 49.17 RCW, Washington Industrial Safety and Health Act, RCW chapter 49.26.

1.8 DUST CONTROL

- A. Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Do not apply water in quantities that would result in the creation of mud. Comply with all local regulations.
- B. The Contractor shall not discharge smoke, dust, and other contaminants into the

atmosphere that violate the regulations of any legally constituted authority. The Contractor shall abide by all applicable regulations enforced by the Puget Sound Clean Air Agency.

- C. The Contractor shall minimize dust nuisance by cleaning, sweeping, vacuum sweeping, sprinkling with water or other means. The use of water, in amounts which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods. Equipment for this operation shall be on the job site or available at all times as appropriate.
- D. In the case of concrete work, the Contractor shall provide worker training and protection, as required, to meet applicable silica regulations and regulatory guidance regarding silica exposure.

1.9 NOISE CONTROL

- A. The City has established regulations for control of noise in residential zoned property. The Contractor shall conduct performance of the Work consistent with the applicable noise control levels set forth in the City of Everett Ordinance# 1556-89.
- B. Residential properties lie within close proximity to the WPCF Project site, and noise generated at the WPCF has impacted residential zoned properties in the past. Therefore, it should be noted that under the City's Noise Ordinance, construction related noise is limited to the following hours:
 - 7:00 AM to 10:00 PM on weekdays
 - 8:00 AM to 6:00 PM on weekends and state recognized holidays
- C. The Contractor shall take all reasonable measures for the suppression of noise resulting from Work operations. Mobile engine driven cranes, loaders and similar material handling Equipment; engines used in stationary service for standby power; air compressors for high and low pressure service; and other similar Equipment shall be equipped with exhaust and air intake silencers designed for the maximum degree of silencing. The type of silencer required is that for use in critical noise problem locations such as high density residential, hotel, and hospital areas.
- D. Be aware that all construction sites will be monitored and violators are subject to fines.
- E. Construction contractors are responsible for notifying subcontractors of the City's noise regulations.

- F. All requests for working hours other than those stated above shall be made exclusively through the City's Representative.

1.10 SPILL PREVENTION

- A. The Contractor shall be responsible for prevention, containment, and cleanup of spilling of any hazardous material, biosolids, oil, fuel and other petroleum products used in the Contractor's operations. All such prevention, containment and cleanup costs shall be borne by the Contractor.
- B. All spills must be immediately reported to the City Project Manager or designee. Spills at the WPCF will be reported to all appropriate regulatory agencies by the City.
- C. The Contractor is advised that discharge of oil from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- D. The Contractor is also advised that discharge biosolid materials into state waters or onto adjacent land is not permitted under state water quality regulations.
- E. Contractor shall provide a site-specific Spill Prevention and Control and Countermeasures (SPCC) Plan prior to commencing any work. See Appendix B for an example SPCC.
- F. At a minimum, the Contractors' SPCC Plan should include the following measures regarding oil spill prevention, containment and cleanup:
 - 1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums, and other equipment and facilities shall be inspected regularly for drips, leaks, or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
 - 2. Storage tanks for land-based oils and fuels and equipment containing any amount of fuel and/or oils shall be diked or located so as to prevent spills from escaping to any surface water or water course. Containment dikes areas shall be covered or the Contractor shall provide a work plan indicating how containment dikes will be kept free of excess water such as rainwater.
 - 3. All visible floating oils shall be immediately contained with booms, dikes, or other appropriate means and removed from the water prior to discharge into state waters. All visible oils on land shall be immediately contained using dikes, straw bales, or other appropriate means and removed using sand, ground clay, sawdust, or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored

in drums or other leakproof containers after cleanup and during transport to disposal. Waste materials shall be disposed off property at an approved site.

4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the following agencies at their listed 24-hour response numbers:

WDOE, Northwest Regional Office:
1-800-645-7911
U.S. Coast Guard National Response Center:
1-800-424-8802

5. Contractor shall maintain on the job, at each site, spill kit(s) sufficient to contain and clean up any and all quantity of oils, hydraulic fluid, and other chemicals to be stored or stockpiled at the Site.

1.11 LIABILITY AND PAYMENT

- A. The Contractor shall be liable for the payment of all fines and penalties resulting from failure to comply with the Federal, State and local pollution control regulations even though the City is on the job at the time of the violation.
- B. Except as may be otherwise provided for in the Contract, costs pertaining to the prevention of environmental pollution and the preservation of public natural resources as outlined in the Contract shall be considered as incidental to the Work and such costs shall be included in the Lump Sum Bid item price for the Work comprise in the Contract.

END OF SECTION 01 5000

SECTION 01 7400 – INVASIVE SPECIES EQUIPMENT DECONTAMINATION

1.1 GENERAL RESPONSIBILITIES

- A. The decontamination of all equipment that will come into contact with any surface water body at any City facility are critical to the operation of the City's Water Pollution Control Facility. The elimination and/or eradication of invasive species must be successfully accomplished to prevent these species from entering and/or establishing themselves within the City's facilities.
- B. Contractors must understand the dire importance and take all appropriate measures in keeping these invasive species out of the City's surface waters.
- C. The decontamination procedures apply to all machinery and equipment that will come into contact with surface water, including Aeration Cell #2. The term 'machinery and equipment' includes but is not limited to: boats, barges, dredges, trailers, cranes, excavators, cables on heavy equipment, drilling rigs, silt curtains, hoses, pumps, pipes, ropes, shovels, waders and boots, nets, scuba equipment, scientific equipment, and any other tools or personal equipment.
- D. All Contractors working on surface waters have the following responsibilities:
 - 1. Complete the Equipment Decontamination and History Log (History Log) to document all sites where machinery and equipment were used or stored during the previous year. City Staff will review and determine decontamination requirements. See Section 1.2.
 - 2. Distribute copies of this Specification Section 01 7400 to all crew members and subcontractors. Use the attached History Log to confirm in writing that each crew member has read, understood, and agrees to comply with the requirements within this Section 01 7400.
 - 3. Schedule decontamination and inspection of machinery and equipment with the COE staff authorized to oversee the procedures. Only COE Staff or a designee with appropriate training as determined by COE can perform final inspection of equipment.
- E. Decontamination will occur at a designated located at the City's Water Pollution Control Facility. See Sections 1.4 through 1.13.
- F. If it is preferable to the contractor, there is a separate disinfection procedure for new machinery and equipment to prevent any chemical or biological contamination of surface waters. See Section 1.5.
- G. If there are any questions about decontamination protocol or how to prevent the spread of aquatic nuisance species, please contact the Project Manager.

1.2 EQUIPMENT DECONTAMINATION AND HISTORY LOG

- A. All machinery or equipment that will have contact with the Oxidation (Ox) Pond or will have water pass through it and returned to the Ox Pond must have a History of Use Log submitted to COE with a list of the previous work sites for the past year. A blank History Log can be found at the end of this Section.
- B. Return the History Log to COE staff for review and determination of decontamination requirements. A review of the History Log could take up to 5 working days. COE may need to perform an initial inspection in order to determine the decontamination requirements.
- C. If any machinery or equipment was used at a location with known aquatic invasive species present, the machinery or equipment must be decontaminated and could possibly be quarantined if it cannot be thoroughly cleaned to the satisfaction of the COE inspector. Decontamination requirements may include quarantine, based on the history. See section 1.10 for quarantine information. COE Staff will determine decontamination requirements and length of the quarantine period.
- D. The water bodies of highest concern as of 11/2021 include:
 - 1. Lake Washington and tributaries
 - 2. Chehalis River
 - 3. Capital Lake in Olympia
 - 4. The Columbia River
 - 5. The Snake River
 - 6. American River in California
 - 7. Lake Powell in Arizona
 - 8. Lake Mead and any lake in Nevada, Arizona and California served by the Colorado River
 - 9. Any lake listed by the WDFW to contain aquatic invasive species

1.3 SAFETY PRECAUTIONS FOR USE OF CHLORINE SOLUTION

- A. Household bleach and chlorine solution can cause skin and eye burns on contact. Thus, any person conducting decontamination activities with the chlorine solution should be appropriately clothed, wearing goggles, rubber boots, full waterproof rain gear or chemical splash suit, and rubber gloves taped onto raincoat sleeves at the wrist.

1.4 EQUIPMENT DECONTAMINATION

- A. The decontamination requirement covers all equipment that will come in contact with the Ox Pond or will have contact with water that will be returned to the Ox Pond. This includes equipment such as all aquatic vessels, machinery, storage

tanks, pumps, pipes, hoses, tools, protective clothing and other related appurtenances that are new or have been previously used in waters outside of the City of Everett.

- B. The level of decontamination will depend on information provided in the History Log.
- C. Decontamination procedures are divided into the following categories:
 - 1. New machinery or equipment (Section 1.5)
 - 2. Previously used machinery or equipment (Section 1.6)
 - 3. Previously used equipment that has been sandblasted and painted off-site (Section 1.7)
 - 4. Scientific and Sensitive equipment (Section 1.8)
 - 5. Dive gear (Section 1.11)
 - 6. Felt boots (Section 1.12)
 - 7. Ballast Tanks (Section 1.13)

1.5 NEW MACHINERY OR EQUIPMENT

- A. Machinery, equipment, or supplies that are brand new (never been used), will not require decontamination if they have been factory packaged (protected) and transported to the job site with no exposure to contaminants. An example would be a box of tubing transported to the site in a covered trailer or job box, or a new pair of boots in their box.
- B. New machinery, equipment, or supplies that has not been factory packaged and protected will need to be inspected and potentially cleaned and disinfected. An example would be a new boat that is transported to the site on a trailer (thus subject to road grime and the environment).
- C. For new equipment out of the package contractors may choose to follow the procedures below, or follow the procedures for used equipment as described in Sections 1.6 through 1.9
- D. New equipment that requires cleaning will follow the procedures below:
 - 1. Examine the equipment for build-up of dirt or other contaminants. If there is dirt visible, the equipment must be scrubbed clean with a brush or hosed off. Once there is no dirt visible, proceed to next step.
 - 2. Wash or spray surfaces with chlorine solution, following safety and environmental precautions.
 - 3. For cleaning equipment that can be damaged by bleach, instead scrub with liquid biodegradable soap. For repetitive decontamination of small equipment, a dip tank filled with chlorine solution may be used instead of a coarse spray.

4. Chlorine solution is not stable and must be made fresh daily. It readily decomposes to salt and water when exposed to sunlight. An effective chlorine solution must contain approximately 200 milligrams per liter (mg/L) free available chlorine. This concentration can be obtained by diluting fresh household bleach (off-the-shelf Clorox contains approximately 6 percent chlorine), according to the following table:

Household Bleach	Water
4 milliliters	1 liter
40 milliliters	10 liters
1 tablespoon	1 gallon
1 cup	16 gallons
3 ¼ cups	50 gallons

1.6 PREVIOUSLY USED EQUIPMENT AND MACHINERY

- A. Any piece of equipment that has been used previously in any type of water body (lake, river, ditch, pond, reservoir, tank, creek, etc.) must follow the procedures outlined below before use in COE's surface waters.
 1. Conduct an initial inspection for the presence of aquatic nuisance species.
 2. Drain ALL water from the boat and vessels, especially the live wells. Drain all water from the bilge, motor well, water-holding compartments, and ballast tanks and bladders. See Section 1.13. for ballast tanks.
 3. Conduct watercraft/equipment decontamination and/or quarantine with COE observer/inspector present. If the watercraft/equipment cannot be decontaminated or quarantined, it will not be allowed for use at the WPCF. Only COE Staff with invasive species inspection training can conduct the inspection of the decontamination of high-risk equipment.
 4. Conduct a final inspection. COE Staff or a designee with invasive species training must then sign off on the equipment final inspection before it is allowed for use.
 5. See Sections 1.9 and 1.10.

1.7 PREVIOUSLY USED EQUIPMENT – SANDBLASTED AND PAINTED

- A. Equipment can be sandblasted and repainted can follow the procedures outlined for new equipment. Contractor shall submit the MSDS for the paint to be used prior to conducting this procedure. Any portion that is not sandblasted and painted will require decontamination and/or quarantine following the procedures for used equipment.

1.8 SCIENTIFIC AND SENSITIVE EQUIPMENT

- A. If the machinery or equipment needed for working at the WPCF is considered sensitive, and existing decontamination procedures might damage the equipment, a modified decontamination procedure must be agreed upon with COE staff.

1.9 DECONTAMINATION PROCEDURES

- A. This decontamination procedure is particularly targeted to remove or kill Dreissennid mussels (Zebra or Quagga) and New Zealand mud snails. It is composed of a hot water pressure wash of all equipment surfaces and spraying with a quaternary amine disinfectant cleaner (ten minute contact following spraying).
 - 1. Use and maintain a minimum of 140-degree Fahrenheit water to kill mussels and veligers. The water temperature will be measured at the point of contact on the equipment being cleaned.
 - 2. Maintain a contact time of at least 15 seconds while also maintaining a minimum of 140-degree F water on all surfaces. If 140-degrees is unattainable due to physical limitations, at the discretion of the City, a secondary option is to pressure wash or flush with 120 F for 5 minutes may be approved.
 - 3. Use a power wash unit capable of spraying a minimum of 4 gallons/minute with a nozzle pressure of 3,000 to 3,500 psi on all exposed surfaces of the watercraft, piece of equipment, trailer and engine.
 - 4. Use a flushing attachment to all hard to reach areas and those areas where pressure may damage the watercraft or equipment (such as the rubber-boot in the gimbal area).
 - 5. When flushing hard to reach and sensitive areas, maintain a contact time of 2-3 minutes to assure that mussels are killed since it may not be possible to remove them from these areas.
 - 6. Use the flushing attachment and 140-degree water to flush the live well, bait well, storage compartments, bilge areas, ballast tanks, bladders, gear and equipment.
 - 7. Spray a solution of quaternary disinfectant cleaner solution and water on ALL surfaces. This may require pushing a spray hose into enclosed spaces such as boat trailer tubes and boat gunnel openings. The approved quaternary amine compounds and the ratios of mixing with water are:
 - a. 6.4 ounces of Quat 128 to one gallon of water
 - b. 4.3 liquid ounces of Sparquat 256 to one gallon of water
 - c. 1 gallon of Formula 409 to one gallon of water
 - 8. Leave the disinfectant solution on all treated surfaces for a minimum of ten minutes. Following the contact period rinse off all treated surfaces with water.
 - 9. Boat engine cooling systems can be decontaminated by flushing the internal systems with hot water (temp of 140F or higher must be maintained and

checked), or the lower unit cooling intakes can be submerged in a quaternary amine solution and the solution can be pumped through the engine. Hot water requires a 2-3 minute contact, which requires running the boat engine to conduct this procedure. The amine solution procedure only requires turning the engine long enough to pump solution through the system.

WARNING

Using less than 5 gallons per minute when flushing the engine cooling system may cause engine damage if the 2-3 minutes recommended is exceeded.

1.10 QUARANTINE OR DRYING TIME

- A. If watercraft and/or equipment suspected of carrying New Zealand mud snails, zebra, or quagga mussels cannot be decontaminated, then they must be held out of water for a period of time to dry-out and kill all snails, mussels, and veligers on board through desiccation. The amount of time required to achieve complete desiccation varies depending on temperature and moisture conditions and can range from 3 to 76 days. Equipment can be dried in a heated building to expedite this process.
- B. An additional option to quarantine is to freeze the equipment for 3 days in temperatures consistently below 32 degrees Fahrenheit.
- C. Equipment should be cleaned, rinsed, and drained of standing water as pretreatment.
- D. The USACE developed an equation that can be used to estimate the drying time. The method was used to determine the length of quarantine or drying time needed to assure that a watercraft or piece of equipment is safe for use and is shown in the following table:

Maximum Daily Temperature (F)	Drying Time (days)
<30	3
30 – 40	28
40 – 60	21
60 – 80	14
80 – 100	17
>100	3
Note: Add 7 days for temperatures ranging 32 – 95 F if relative humidity exceeds 50%.	

- E. The requirement to quarantine equipment, by establishing a drying time or a waiting period, is necessary for watercraft and equipment that meets the

definition of high risk. Implementation of this intervention option can take several forms.

- F. All equipment that must undergo drying quarantine will be inspected by a COE staff person trained to inspect for invasive species prior to and following the quarantine. All spaces and cavities in quarantined equipment must be cleaned by pressure washing and drained prior to quarantine.
1. Quarantining a watercraft or piece of equipment requires providing a safe and secure holding area where the equipment can be "parked" for the amount of time required before being declared "safe" and then released. There are locations available for quarantining equipment on City property. These locations must be mutually agreed upon with COE Watershed Protection Manager or designee.
 2. Conducting quarantine operations inside a heated structure, at temperatures of 70 F and higher can reduce drying time to approximately 6-8 days.
 3. When a quarantine facility is not available, then self-quarantine can be achieved by banding (secured connection between watercraft and its trailer) the watercraft or equipment. The Contractor may not to launch into any freshwater area until the date indicated on the "band", as determined by temperature and humidity conditions. This form of quarantine does not require a holding facility. COE staff will do the actual banding either on City property or a location designated by the contractor.
 4. The final form of quarantine is simply to require that all high risk watercraft serve a pre-determined waiting period prior to launch. The duration of waiting period is determined by responses given on the History Log and current weather conditions.
 5. Following the wait period quarantine, the equipment must be inspected by a COE staff person trained to inspect for invasive species.

1.11 DIVE GEAR

- A. Diving gear is a known means of spreading invasive species, including New Zealand Mud Snails, Quagga, and Zebra Mussels. Divers swim in ideal mussel habitat and easily pick up larvae and juveniles.
- B. Decontamination Procedure:
1. Thoroughly hot water pressure wash with a minimum of 120 degree water everything inside and out to remove dirt, plants and other visible substances. This includes masks, wetsuits, booties, and gloves. Also wash air tanks, air lines, regulators, and flippers.
 2. Follow hot water decontamination with Quaternary Amine ("Quat") cleaning.

3. The following Quat cleaning agents can be mixed with water and used to clean ALL dive gear and equipment entering the reservoir. Allowable quaternary amine cleaners include:
 - a. 4.6% Quat 128 at 6.4 oz per gallon of water
 - b. 3.1% Sparquat 256 at 4.3 oz per gallon of water
 - c. 1 part Formula 409 to 1 part water
 - d. The quat solution must contact all of the surfaces of the equipment for a minimum of ten (10) minutes.
4. Contact must include running the disinfectant solution through cooling systems on outboard motors and the bilge of barges.
5. Following the ten minute contact, the agent must be washed off the equipment prior to entry into the reservoir.

1.12 FELT BOOTS

- A. Fishing waders and felt soled boots are also a well-proven means of spreading invasive species, including Quagga and Zebra Mussels and especially New Zealand mud snails.
- B. Decontamination Procedure:
 1. First, separate all individual components such as insoles, socks, booties, ankle guards, and laces.
 2. Then with hot water wash with a minimum of 120 degree water everything inside and out to remove dirt, plants, and other visible substances. Be sure the treads are completely clean.
 3. Following hot water wash, soak all components with quaternary amine disinfectant solution for a minimum of ten minutes.
 4. Following the ten-minute contact, rinse the equipment with water, completely dry all components, and reassemble the waders.
 5. When visiting a stream at multiple locations in a day, always start at the upstream location and work your way downstream. This minimizes the risk of contaminating an upstream location with species found downstream.

1.13 BALLAST TANKS AND OTHER ENCLOSED SPACES

- A. Ballast tanks are believed to be the source of zebra mussels spreading to the Great Lakes from Europe. If a ballast tank or other water storage tank cannot be completely drained and quarantined for the recommended time, it will not be allowed for use at the WPCF. Ballast tanks must be able to be thoroughly inspected.
- B. Drying time does not apply in the same way to watercraft with ballast tanks or other water storage areas that are not easily accessed and cannot be completely drained. If these areas maintain water, then the actual time required to achieve

100% mortality either through desiccation or anoxia will most likely exceed the drying time standards recommended by the 100th Meridian Initiative. In those cases, after draining, the tank or enclosed area should be treated with hot water.

- C. Some ballast system manufacturers have indicated that their pumps and/or other system components are designed for temperatures of no more than 130 degrees F. For that reason, we recommend treating these areas last after reducing the water temperature and flooding the area with 120-130 degree hot water. Since these areas typically contain only small volumes of un-drained water, the dilution rate and resulting temperature drop should not prevent lethal treatment temperatures from reaching any living mussels or veligers. To maintain lethal temperatures for a long enough time to achieve 100% mortality, it is important to pump water through the area for at least one to two minutes and monitor that the exiting water temperature with a handheld temperature gauge to ensure the area has been thoroughly heated.

END OF SECTION 01 7400



City of Everett
Aquatic Nuisance Species (ANS) Prevention
Equipment Decontamination and History Log

Instructions: Contractors must fill in the information in Parts 1 and 2 for any equipment that will have water body content within Lake Chaplain.

Part 1: Contractor Information			
Project Name:			
Work Location:			
Contractor Contact Name and Phone #:			
COE Project Manager (if Application):			
Equipment Description	How Many?	Classification Type*	Ballast or Bilge Tanks Present? (Y/N)
*Classification Types are: New-Protected, New-Unprotected, Used-Sandblasted/Painted, Used, Dive Gear, Felt Boots, Sensitive/Scientific			
Part 2: Equipment History			
For the previous year, provide a list of where and how long this equipment had been used, also include any information on the bilge or ballast tanks:			
Water Body Name	Location	Date Range of Use in Water Body	(For COE Use) Risk Category
I certify that each crew member has received, read, understood, and agrees to comply with the requirements of the aquatic nuisance species prevention program, and that the information provided above is true and complete to the best of my knowledge.			
Name (printed)		Signature	Date
(For COE Use, Sign and Date)			
History Log Reviewed By:			
Decontamination Procedures Completed By:			
Final Inspection and Approval for Use By:			

Note: For high-risk equipment, Decontamination Procedures and Final Inspection must be performed by personnel with Level 2 WIT training.

SECTION 01 7423 - FINAL CLEANING

1.1 SUMMARY

- A. This section includes administrative and procedural requirements for final cleaning of the Work prior to Substantial Completion, including but not limited to:
 - 1. Cleaning procedures
 - 2. Inspection
- B. Do not use cleaning materials that may damage paved surfaces.
- C. Do not use cleaning materials hazardous to health or property.

1.2 FINAL CLEANING

- A. Clean project site (Biosolids Pad, roadways and grounds) of litter and foreign substances. Sweep or hose paved areas to a broom-clean condition free of dust. Remove stains, petro-chemical spills, and other foreign deposits. Rake grounds which are neither planted nor paved to a smooth, even-textured surface.
- B. Except as otherwise indicated or requested by the City, remove temporary protection devices and facilities installed to protect previously completed work during the remainder of the construction period.

1.3 INSPECTION

- A. Prior to requesting inspection for certification of Substantial Completion, inspect exposed surfaces. Verify entire Work area is clean.
- B. Prior to certifying Substantial Completion, the City will make a detailed inspection of site and will prepare a check list of cleaning and debris removal remaining to be completed before certification of Substantial Completion. Complete items on the City's check list, so that entire Project is clean and ready for occupancy by staff and public.

END OF SECTION 01 7423

SECTION 01 7700 - CLOSEOUT PROCEDURES

1.1 DESCRIPTION:

- A. Supplemental requirements to the General Conditions of the Contract and Specifications for administrative procedures in closing out the Work.
- B. All conditions specified within Section 00 7200 General Conditions apply to this specification.

1.2 REQUIREMENTS FOR ACHIEVING SUBSTANTIAL COMPLETION:

- A. Prior to requesting City's inspection for certification of Substantial Completion, the Contractor must meet the following requirements:
 - 1. The Biosolids Pad shall be sufficiently cleaned with all construction material removed, to allow the unrestricted use of the facility.
 - 2. Submittal of pay request for all items completed in order to satisfy the requirements of Substantial Completion.
 - 3. Notification requesting that a Substantial Completion has been attained is to be submitted on the attached form. Once City concurs with Contractor that Substantial Completion has been attained, City will proceed with the development of a punch list and establishing the Substantial Completion Date.
- B. Process to achieve Substantial Completion:
 - 1. Upon receipt of Contractor's request and if the City concurs that substantial completion has been met, the punch list inspection will be scheduled within ten (10) working days of the notification. If the City determines that the project is not Substantially Complete, the City will notify the Contractor of the portions of the Work that must be completed before a punch list inspection can be scheduled.
 - 2. The City shall be responsible for preparing the punch list based upon the results of the inspection. If the inspection reveals that the Work is not Substantially Complete, the process in 1.02.B.1 shall be repeated and the previously established Substantial Completion Date will be withdrawn until those items of work remaining to be completed have been completed.
 - 3. After inspection confirms that the Work is Substantially Complete, the City shall prepare the certificate of Substantial Completion establishing the date of Substantial Completion and provide a copy to the Contractor with a copy of the punch list. The date of Substantial Completion shall be used to determine the cut-off date for liquidated damages.

1.3 REQUIREMENTS FOR ACHIEVING PHYSICAL COMPLETION:

- A. The Contractor shall show evidence of compliance with requirements of the following:
 - 1. All deficiencies identified on the punch list have been corrected.
 - 2. Upon correction of all punch list items, the Contractor shall notify the City on the attached form that physical completion has been achieved and request scheduling of the final punch list inspection.
- B. Process to Achieve Physical Completion:
 - 1. Upon receipt of the Contractor's request for final inspection at both plants, the City, within five (5) working days, shall schedule a final punch list inspection.
 - 2. The City shall prepare the final punch list inspection report based upon the results of the inspection.
 - 3. After inspection shows that all punch list items have been corrected, the City shall prepare the certificate of Physical Completion establishing the Physical Completion Date and provide a copy to the Contractor.

END OF SECTION 01 7700

(Substantial Completion and Physical Completion form letters follow)

SUBSTANTIAL COMPLETION

Date: _____

Joseph Ferguson
City of Everett Public Works Department 3200 Cedar Street
Everett, WA. 98201

Re: Project # UT 3826-2 2024 WPCF Biosolids Removal

The Work performed under this Contract has been substantially completed. The Contractor, _____, hereby requests a Punch List Inspection of Substantial Completion and establishment of the date of Substantial Completion.

The Contractor will complete or correct the Work on the punch list within 5 working days from the date of Substantial Completion established by the City.

Contractor

By

Date

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PHYSICAL COMPLETION

Date: _____

Joseph Ferguson
City of Everett Public Works Department 3200 Cedar Street
Everett, WA. 98201

Re: Project # UT 3826-2 2024 WPCF Biosolids Removal

The Work items identified in the inspection punch list have been completed. The Contractor,

_____, hereby requests certification of Physical Completion and establishment of the date of Physical Completion and the beginning of the warranty period.

The Contractor understands that the City will assume maintenance for items within the facility that does not conflict with warranties or maintenance of specified items indicated within the contract documents or in any way relieves the contractor of any responsibilities and warranties of the facility. The contractor understands that the application for physical completion is not the date that the warranties start but that the date shall be set by the date indicated on the Certificate of Completion Form signed and dated by the Mayor as recommended by City Council.

Contractor

By

Date

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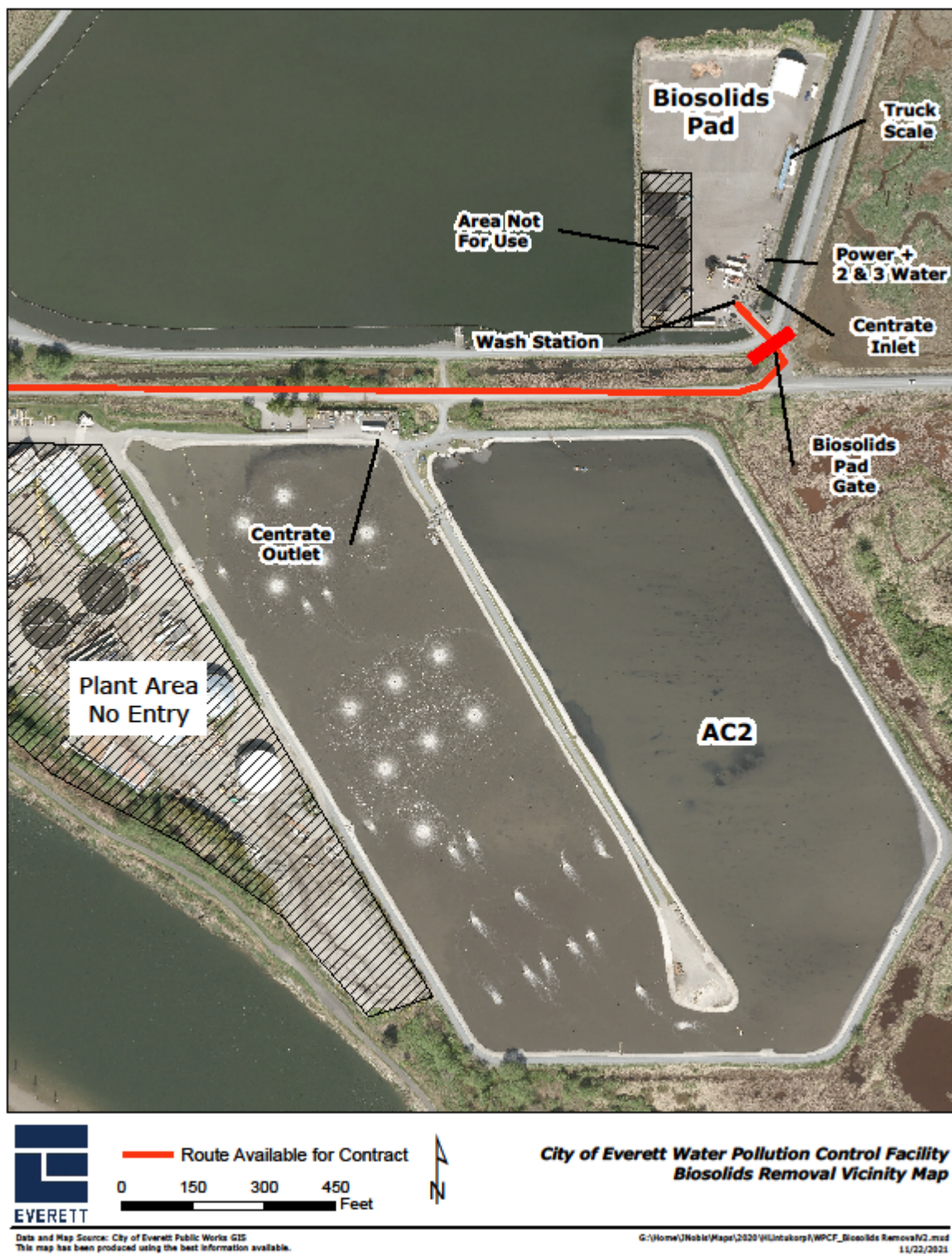
Appendix A

WPCF Facility Location and Site Maps

A. Site Map of Water Pollution Control Facility (WPCF) showing treatment lagoons and Biosolids Pad.



B. City of Everett Water Pollution Control Facility Biosolids Removal Vicinity Map showing close-up of the Biosolids Pad and contract materials.



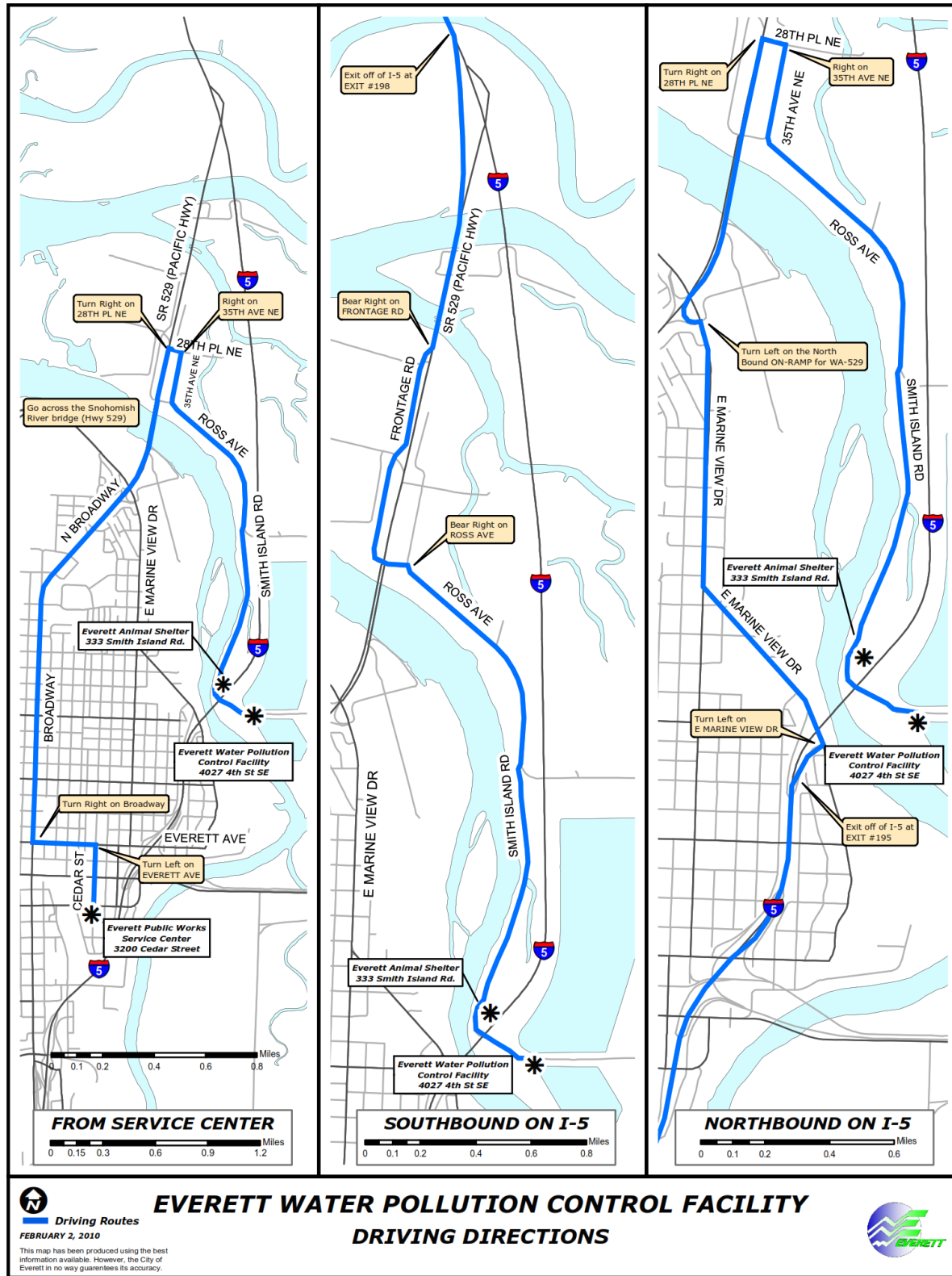
C. Directions to Everett Water Pollution Control Facility (WPCF)
4th St. SE, Everett, WA 98201
425-257-8220

Heading North on I-5:

1. Take exit #195; East Marine View Drive, go left at bottom of exit.
2. Follow East Marine View Drive for approximately 1½ miles heading towards Highway 529 (North).
3. At your first light, get in the left hand turn lane and take a left onto Northbound Highway 529. On the left hand side, you will see a blue and white Water Pollution Control Facility sign directing you to turn left.
4. Take the first right after crossing the Snohomish River Bridge (28th PI NE).
5. Take the next right (35th Ave. NE).
6. Turn left at the “Y” intersection (Stop sign) on to Ross Ave. Follow signs to Water Pollution Control Facility, Everett Animal Shelter, and Langus Riverfront. Drive past Dagmar’s Marina and go right at the next “Y” intersection onto Smith Island Rd.
7. The road turns east under I-5 past Langus Park and the Animal Shelter. The plant visitor gate and Administration Building, where all visitors need to check in, is on the right just as you pass under I-5. It is designated as gate “0”.

Heading South on I-5:

1. From Southbound I-5 take exit #198; North Broadway/Highway 529 South.
2. Exit Southbound 529 just past the 2nd bridge onto 34th Ave NE. You will see signs directing you to the Water Pollution Control Facility and Everett Animal Shelter.
3. Pass under Highway 529 (Snohomish River Bridge).
4. Go right at the “Y” intersection on to Ross Ave. Follow signs to the Water Pollution Control Facility and Langus Riverfront Park.
5. Drive past Dagmar’s Marina and go right at the next “Y” intersection onto Smith Island Road.
6. The road turns east under I-5 past Langus Park and the Animal Shelter. The plant visitor gate and Administration Building, where all visitors need to check in, is on the right just as you pass under I-5. It is designated as gate “0”.



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Appendix B

Sample Spill Prevention, Control, and Countermeasures Plan

SPCC Plan Template ~ Revised March 6, 2016 ~

Check on WSDOT's Website for an updated version:

<http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm>

Instructions for use:

- WASHDOT designed this template for contractors to use to develop Spill Prevention, Control and Countermeasures Plans (SPCC Plans) that satisfy the current WSDOT Standard Specification 1-07.15(1) and National Pollutant Discharge Elimination System (NPDES) requirements.
- Replace the **blue highlighted text** with project-specific information
- **Yellow highlighted text** describes or provides an example of what needs to be written. Using this text as a guide, add a description tailored to the project and then delete the yellow highlighted text.
- Create the table of contents (Page ii) for the completed plan by clicking anywhere within the Table of Contents, pressing F9, and selecting "Update Entire Table" and verify that the associated Plan sections/page numbers are consistent and complete.
- Delete this front page before printing the plan and submitting it.

Spill Prevention, Control and Countermeasures Plan

Project Name

Prepared by

Name

Address

City, Washington Zip

Phone Number

Date

Contractor SHALL MAINTAIN A COMPLETE, UPDATED COPY OF THIS PLAN IN AN ACCESSIBLE LOCATION ON THE PROJECT SITE AT ALL TIMES.

Spill Prevention, Control and Countermeasures Plan (SPCC) may be rejected without review for any of the following reasons:

- Information contained within the document is from a different project
- SPCC is not Project-Specific
- Information contained within the SPCC has been copied and pasted from a previous template
- Pages within the SPCC have been inserted from a different SPCC template

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SPCC Plan Implementation Requirements

WSDOT Standard Specification 1-07.15(1) and Project-specific special provisions (if applicable) require a Spill Prevention, Control and Countermeasures Plan (SPCC Plan or Plan) to be developed for each project. The purpose of an SPCC Plan is to protect human health and the environment from spills and releases of “hazardous materials,” a generic term WSDOT uses in Chapter 447 of its Environmental Procedures Manual to mean dangerous waste, problem waste, petroleum products, and hazardous substances. The SPCC Plan shall also address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

Contractor, the Prime Contractor for **Project Name** (Project), has developed this SPCC Plan to satisfy WSDOT Standard Specification 1-07.15(1) for the Project.

Contractor shall update this SPCC Plan throughout the Project so that the written Plan reflects actual site conditions and practices. At a minimum, **Contractor** will update this Plan annually. **Contractor** shall fully implement this SPCC Plan, as accepted and updated, at all times.

No on-site Project construction activities may commence until City of Everett reviews and accepts this Project-Specific SPCC Plan.

SPCC Plan Elements

1. Responsible Personnel

Table 1 identifies the name(s), title(s), and contact information for the personnel responsible for implementing and updating the SPCC Plan, and for responding to spills. If spill response Subcontractor(s) will be used for spill response (as described in Section 8, Spill Response, below), the Subcontractor(s) company name(s) and contact information are also included in Table 1. **Complete Table 1.**

Table 1 - Responsible Personnel

Responsibility	Name and Title	Contact Information
Implementing and Updating SPCC Plan (primary contact person)		Company: Office Phone: Cell Phone:
Implementing and Updating SPCC Plan (secondary contact person)		Company: Office Phone: Cell Phone:
On-Site Spill Responder		Company: Office Phone: Cell Phone:
On-Site Spill Responder		Company: Office Phone: Cell Phone:

2. Spill Reporting

In the event of a spill, **Contractor** shall notify the Project Engineer. If the spill is located at the Everett Water Pollution Control Facility, the City will make all necessary notifications. If the spill is outside the City property (ie after trucks leave the Biosolids Pad), **Contractor** will make any necessary regulatory notifications. See the City of Everett Biosolids Program Haul and Emergency Response Handbook for further information.

3. Project and Site Information

Please describe the following items:

- A. The Project work: (briefly describe the construction activities that will take place)
- B. The site location and boundaries: (include city, county, and starting/ending mileposts – as well as Project boundaries if Project work is not exclusively on a highway corridor)
- C. The drainage pathways from the site: (either provide information here or complete Table 2)
- D. Nearby waterways and sensitive areas and their distances from the site: (either provide information here or complete Table 2)

Either complete Table 2, below, or provide information above for 3.C and 3.D. and delete Table 2

Table 2 - Nearby Waterways¹ and Sensitive Areas²

Waterway ¹ or Sensitive Area ²	Distance from Project Site	Direction of Flow from Project Site	Runoff Drainage Pathway from Site
(e.g., Derby Creek)	(e.g., 35 feet east of Project Site)	(e.g., downhill towards the northeast)	(e.g., downhill to northeast from the Project staging area to the lower reach of Derby Creek)
(e.g., Milwaukee Ditch)	(e.g., 350 feet south of Project site)	(e.g., across the pavement to the east)	(e.g., across the pavement east of the roundabout, into the catch basin, and into Milwaukee Ditch)

Notes:

¹ Waterways include streams, creeks, sloughs, rivers, Puget Sound, etc.

² Sensitive areas are areas that typically contain populations that could be particularly sensitive to a hazardous materials spill or release. Such areas include wetlands, areas that provide habitat for threatened or endangered species, nursing homes, hospitals, child care centers, etc. Sensitive areas also include areas where groundwater is used for drinking water, such as wellhead protection zones and sole source aquifer recharge areas.

4. Potential Spill Sources

A description of each potential fuel, petroleum product and other hazardous material brought or generated on-site is set forth in Table 3. The potential fuel, petroleum product and other hazardous materials listed on Table 3 include materials used for operating, refueling, maintaining, and cleaning equipment - including equipment used below the ordinary high water line. Complete Table 3, listing information for EACH fuel, petroleum product and hazardous material.

Table 3 - Fuel, Petroleum Product & other Hazardous Materials - Brought or Generated On-Site

Hazardous Material Name	Intended Use of Material	Est. Max. Amount of Material On-Site at Any One Time	Material Staging, Use, and Storage Location(s) & Material Storage and Secondary Containment Practices and Structures, in accordance with Element 7 ¹	Distance of Material Staging, Use, and Storage Locations from Nearby Waterways ² and Sensitive Areas ³
(e.g., gasoline, diesel, motor oil, hydraulic oil, cleaning solvent, paint)				

Notes:

¹ See also Section 7 (Spill Prevention, secondary containment and structures should be described in Table 3 and under Section 7D).

² Waterways include streams, creeks, sloughs, rivers, Puget Sound, etc.

³ Sensitive areas are areas that typically contain populations that could be particularly sensitive to a hazardous materials spill or release. Such areas include wetlands, areas that provide habitat for threatened or endangered species, nursing homes, hospitals, child care centers, etc. Sensitive areas also include areas where groundwater is used for drinking water, such as wellhead protection zones and sole source aquifer recharge areas.

5. Pre-Existing Contamination

* Describe any pre-existing contamination and contaminant sources (such as buried pipes, buried tanks, buried drums or other buried containers) in the Project area that are described in the Contract documents. If no pre-existing contamination or contaminant sources are described in the Contract documents, write "N/A"; and

* Identify equipment and work practices that will be used to prevent the release of contamination.

Example: Soil contaminated with petroleum products is suspected of existing near the southeast corner of the intersection of SR 99 and Cordane Street. If soil that is suspected of being contaminated is encountered, it will be stockpiled in the vicinity of the excavation for characterization sampling and determination of disposal options. Soil that is suspected of being contaminated will be stockpiled separately from soil showing no indication of contamination. Soil that is suspected of being contaminated will be stockpiled on an impervious surface and will be set up to allow for ease of sampling and load-out once characterization is complete. Stockpiles of suspected contaminated soil will be covered with plastic sheeting when not being worked; stormwater that could run into the base of such stockpiles will be diverted from the area.

**If a Project-specific soil management plan (SMP), water management plan (WMP), temporary erosion and sediment control (TESC) plan, contaminated media management plan (CMMP) or other plan concerning contaminated materials has been prepared for known SPCC-related Project conditions, please briefly refer to them here and attach final versions to this Plan.

6. Spill Prevention and Response Training

Describe how and when all Project personnel (including refueling personnel and other subcontractors) shall be trained in spill prevention, containment, and response, and the location of spill response kits.

7. Spill Prevention

A. Spill response kit contents and location(s) (see Table 4). Appropriately stocked spill response kits shall be maintained in close proximity to hazardous materials and equipment and shall be immediately accessible to all Project personnel. Complete Table 4.

Table 4 - Spill Response Kit Contents and Locations

Type of Spill Kit	Spill Kit Contents	Spill Kit Location(s)
(e.g. vehicle kit, drum kit, conex kit)	(e.g., air horn to get attention of those working nearby, personal protective equipment (PPE, such as safety glasses, gloves, coveralls, boot covers), spill pads, absorbent, booms, catch basin covers, anti-static shovels, garbage bags, plastic sheeting, overpack or disposal drum, complete copy of SPCC Plan, etc.)	(e.g., adjacent to in-water work, on bridge ramp, within 1,000' of active construction areas, next to Honey Buckets, on large equipment, outside main job trailer, in staging area conex, on mitigation site, below north end of bridge, etc.)

- B. Security measures for potential spill sources. Describe the security measures that will be maintained to prevent accidental spills and vandalism, e.g., the staging area will be surrounded by a secured fence, hazardous materials will be stored inside a locked storage shed, equipment will be equipped with locked fuel caps, etc.
- C. Methods used to prevent stormwater from contacting fuel, petroleum products and hazardous materials. Describe the methods that will be used to prevent stormwater contact with hazardous materials, e.g., contaminated soil will be placed on bermed plastic and covered.
- D. Secondary containment for each potential spill source listed in Section 4, above. Describe here or in Table 4 the practices and structures that will be used to store and contain potential fuel, petroleum product and hazardous materials as well as the practices and structures that will be used to store and contain equipment used to transfer potential fuel, petroleum product and hazardous materials. The description must at least incorporate the following requirements:
- Secondary containment structures shall be in accordance with Section S9.D.9 (<http://www.ecy.wa.gov/programs/wq/stormwater/construction/permitdocs/cswgpppermit120110.pdf>) of Ecology's Construction Stormwater General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. This NPDES Permit does not require additional secondary containment for double-walled tanks.
 - Any more stringent secondary containment requirements (including for double-walled tanks) required by a 401 Permit, Special Provision or other Permit/Contract requirement for work in or over water. Attach a copy of the 401 Permit, Special Provision or other Permit/Contract document indicating the more stringent requirement.
Any more stringent secondary containment (including double-walled tanks) required by an IFC official (local fire marshal). Attach a copy of the IFC official documentation indicating the more stringent requirement.
 - Secondary containment BMPs, as presented by Ecology (<http://www.ecy.wa.gov/programs/wq/stormwater/manual.html>), are required during fueling activity from fuel tanks, including double-walled tanks.
- E. Best Management Practices (BMP) Methods used to prevent discharges to ground or water during mixing and transfers of hazardous materials, petroleum product and fuel. Describe

here methods to control pollutants using BMPs in accordance with Ecology's Construction Stormwater General NPDES Permit. BMPs guidance is provided in Ecology's Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153 ([Volume II Construction Stormwater Pollution Prevention](#)) (and Volume IV Source Control BMPs ([Stormwater Manual Volume IV Source Control BMPs](#)).

- F. Refueling procedures for equipment that cannot be moved from below the ordinary high water line. Describe these procedures. Write N/A if no work will be performed below the ordinary high water line.
- G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products. Describe these procedures. Write N/A if no work will be performed below the ordinary high water line.
- H. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials. Describe the equipment and structure inspection and maintenance practices.
- I. Site inspection procedures and frequency. Describe the site inspection frequency and site inspection procedures.

8. Spill Response

Tables 5 and 6 , below, outline the response procedures that Contractor shall follow for the scenarios described in the tables below, indicating that if hazardous materials are encountered or spilled to soil or water (including stormwater, as described in Section 7C) during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. The response procedures include a description of the actions that Contractor shall take to address each task shown in the tables as well as the specific on-site, spill response equipment that shall be used to perform each task. Complete Tables 5 and 6

If Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor in Table 1 and, in the appropriate table below, identify when the Subcontractor shall be used and the actions that Contractor shall take at the site while waiting for the Subcontractor to respond. Add Subcontractor information to Tables 5 and 6 accordingly.

If Contractor encounters unanticipated pre-existing contamination within the Project area during Project work, WSDOT Prime Contractor shall immediately notify the WSDOT Project PE.

Table 5 - Spill Response Procedures - Including Actions to be Taken and Equipment to be Used

Hazardous Material and Location	Spill Response Task			
	Assess the Spill	Secure the Area	Contain and Eliminate the Spill Source	Clean Up Spilled Material Decontaminate Equipment Dispose of Spilled & Contaminated Material ¹
(e.g., identify each fuel, petroleum product and hazardous material listed in Section 4, stormwater that has come into contact with hazardous material, pre-existing contamination or contaminant sources, and unknown pre-existing contamination or contaminant sources. Exception: complete Table 8B for spills occurring during work below the Ordinary High Water Line)	(e.g., include in this or other columns a description of the internal, emergency assistance, WSDOT, and agency notifications that will be made as part of the response procedures, referencing and adding to Table 3 as appropriate)	(e.g. identify which area will be secured and how the area will be secured)	(e.g. identify how the spill source will be contained and eliminated during spill response)	(e.g., Identify how the spill will be cleaned up whether in soil or water, including stormwater that has contacted petroleum product, fuel or a hazardous material). Explain how the spilled material and all cleanup supplies will be disposed of; describe documentation substantiating such disposal that will be provided to the WSDOT PE and when it will be provided.

Notes:

- ¹ Spilled fuel, petroleum product and hazardous materials, contaminated stormwater, contaminated soil and water, and all cleanup supplies shall be transported off site for disposal at a facility approved by the Department of Ecology. No potentially hazardous materials, contaminated soil or water, or cleanup supplies may be discharged to any sanitary sewer without approval of the local sewer authority. Contaminated stormwater will not be discharged to any sanitary sewer without approval of the local sewer authority.
- Petroleum products, fuel, and hazardous material spills shall be addressed and shall be prevented from reaching storm drains or other discharge points.
 - It is acceptable to combine materials covered by the same response procedures, as long each material is clearly identified.

Table 6 - Spill Response Procedures - for Spills Occurring During Work with Equipment Used Below the Ordinary High-Water Line (including Actions to be Taken and Equipment to be Used)

Hazardous Material and Location	Spill Response Task			
	Assess the Spill	Secure the Area	Contain and Eliminate the Spill Source	Clean Up Spilled Material Decontaminate Equipment Dispose of Spilled & Contaminated Material ¹
(e.g., identify each fuel, petroleum product and hazardous material to be used below the ordinary high water mark)	(e.g., include in this or other columns a description of the internal, emergency assistance, WSDOT, and agency notifications that will be made as part of the response procedures, referencing and adding to Table 3 as appropriate)	(e.g. identify which area will be secured and how the area will be secured)	(e.g. identify procedures on how the spill source will be contained and eliminated during spill response)	(e.g., Identify how the spill will be cleaned up whether in soil or water, including stormwater that has contacted petroleum product, fuel or a hazardous material). Explain how the spilled material and all cleanup supplies will be disposed of; describe documentation substantiating such disposal that will be provided to the WSDOT PE and when it will be provided.

Notes:

¹ Spilled fuel, petroleum product and hazardous materials, contaminated stormwater, contaminated soil and water, and all cleanup supplies shall be transported off site for disposal at a facility approved by the Department of Ecology. No potentially hazardous materials, contaminated soil or water, or cleanup supplies may be discharged to any sanitary sewer without approval of the local sewer authority. Contaminated stormwater will not be discharged to any sanitary sewer without approval of the local sewer authority. Write N/A if no equipment will be used below the ordinary high water line and delete the following table (but not the table title, above).

9. Project Site Map

A Project site map, clearly showing each of the following required or recommended items (attach map):

- A. Site location and boundaries;
- B. Site access roads;
- C. Drainage pathways from the site;
- D. Nearby waterways and sensitive areas (Waterways include streams, creeks, sloughs, rivers, Puget Sound, etc. Sensitive areas are areas that typically contain populations that could be particularly sensitive to a hazardous materials spill or release. Such areas include wetlands, areas that provide habitat for threatened or endangered species, nursing homes, hospitals, child care centers, etc. Sensitive areas also include areas where groundwater is used for drinking water, such as wellhead protection zones and sole source aquifer recharge areas.);
- E. Hazardous materials, equipment, and decontamination areas identified in Section 4 (Potential Spill Sources), above;
- F. Pre-existing contamination or contaminant sources described in Section 5 (Pre-Existing Contamination), above;
- G. Spill prevention and response equipment described in Section 7 (Spill Prevention) and Section 8 (Spill Response), above;
- H. Recommend providing the WSDOT Prime Contractor Executive, WSDOT Prime Contractor Project Manager and WSDOT Prime Contractor Superintendent initial sign-off; and
- I. Recommend using Project-specific Plan Sheets or a consistent map scale with identifiable or readable map symbols for each Project SPCC Map.

10. Spill Report Form(s)

A copy of the spill report form that Contractor shall use in the event of a release or spill is attached (attach form; an example is attached at the end of this template).

11. Plan Approval

This SPCC Plan is supported by the executives, project manager and the superintendents of Contractor having the authority to commit the necessary resources, including labor, equipment, and materials, to expeditiously control and remove any harmful quantity of fuel, petroleum product or hazardous materials spilled or released to the waters or land of the State of Washington.

Date

Preparers Name
Title
Contractor

This SPCC Plan has been reviewed and approved by the City of Everett Project Manager and Spill Reporter

Date

Name
Project Manager
City of Everett

Date

Name
Spill Reporter
City of Everett

This is to certify that I have read this Project SPCC Plan and understand its contents. I have attended a Project orientation meeting discussing the elements of this SPCC Plan and the safety and health hazards associated with SPCC operations to be performed at this Project. Failure to comply with the requirements contained in this SPCC Plan may result in my removal from the Project.

[illegible]

APPENDIX A - Example Spill or Incident Report Form

Instructions: Complete for any type of petroleum product or hazardous materials/waste spill or incident. Provide a copy of this report to City of Everett Project Engineer.

1. Personnel Involved in Spill Reporting:

Project Office: Name, Title, and Phone Number: _____

Regional Environmental Office: Name, Title, and Phone Number: _____

2. Contractor:

Name and Title of Person Responsible for Spill Response: _____
Phone Number: _____

3. General Spill Information:

Common Name of Spilled Substance: _____

Quantity Spilled (Estimate): _____

Describe Concentration of Material (Estimate): _____

Date of Spill: ____/____/____

Time Spill Started: ____ AM ____ PM

Time Spill Ended: ____ AM ____ PM

4. Spill Location and Conditions:

Project Title: _____

Street Address and/or Milepost, City: _____

Weather Conditions: _____

If Spill to Water,

Name of Water Body (if ditch or culvert, identify the water body that the structure discharges to):

Identify the Discharge Point: _____

Estimate the Depth and Width of the Water Body: _____

Estimate Flow Rate (i.e., slow, moderate, or fast): _____

Describe Environmental Damage (i.e., fish kill?): _____

5. Actions Taken:

To Contain Spill or Impact of Incident: _____

To Cleanup Spill or Recover from Incident: _____

To Remove Cleanup Material: _____

To Document Disposal: _____

To Prevent Reoccurrence: _____

6. Reporting the Spill:

Spills to water: Immediately call the National Response Center (1-800-424-8802), Emergency Management (1-800-258-5990), and the appropriate Ecology Regional Office.

Spills to soil that may be an immediate threat to health or the environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek, etc.): Call the appropriate Ecology Regional Office immediately. If not immediately threatening, but may be a threat to human health

List all agencies contacted; include names, dates, and phone numbers for people you spoke with:

Record ERTS #, if issued by Ecology: _____

7. Person Responsible for Managing Termination/Closure of Incident or Spill:

Name and Phone: _____

Address and Fax: _____

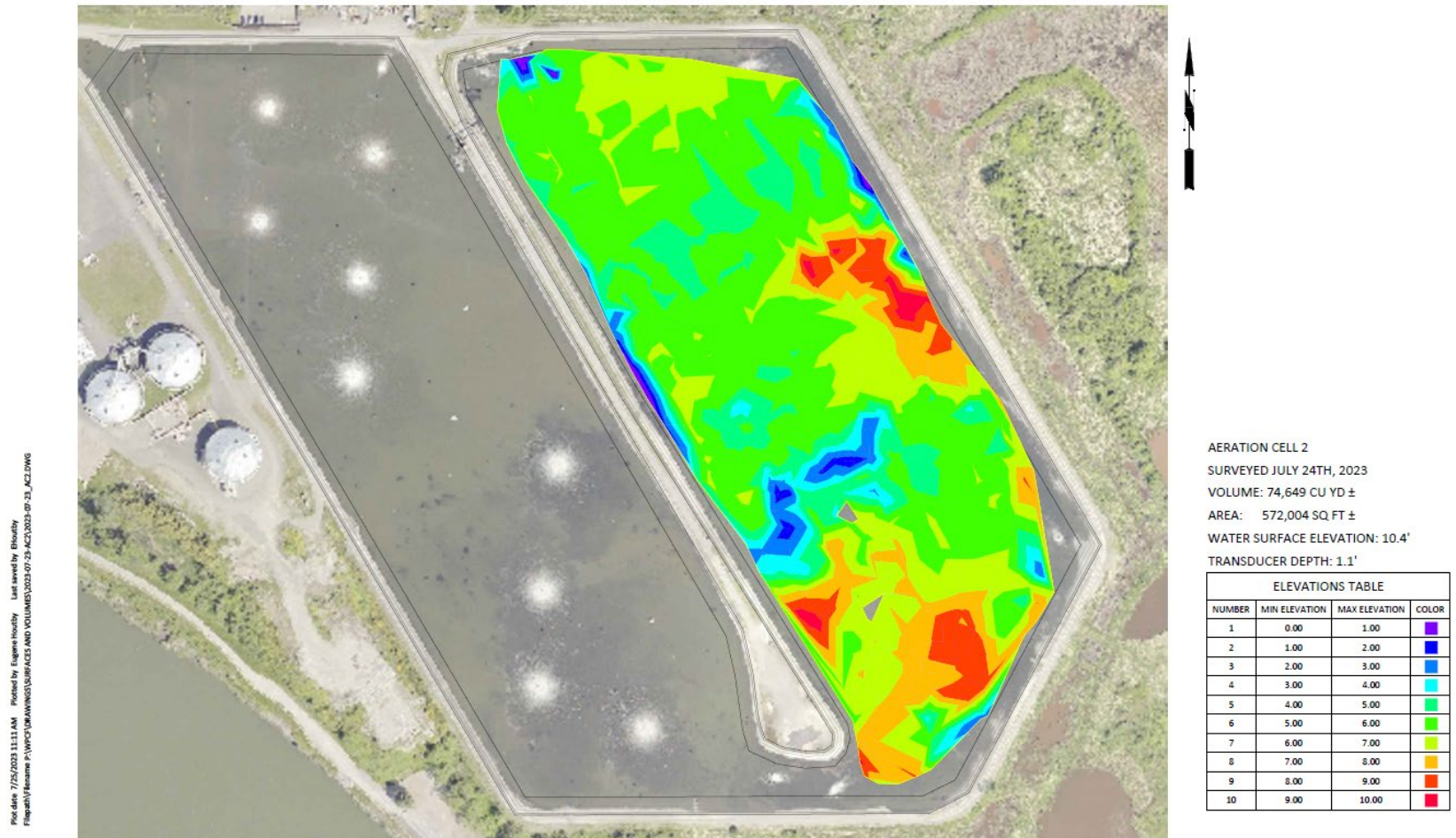
8. Additional Notes/Information (if necessary):

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Appendix C

Biosolids Data

A. Biosolids Blanket Survey – Aeration Cell #2



3200 Cedar Street
 Everett, WA 98201
 425.257.8800 everettwa.gov

WATER POLLUTION CONTROL FACILITY
 BIOSOLIDS VOLUME

B. Results of Biosolids Sampling and Analysis

CITY OF EVERETT
ENVIRONMENTAL LABORATORY

PROJECT #

00064220

Client: CITY OF EVERETT Date Received: 07/24/23
Program: BSM - EWPCF AC2 Data Release: SF
Contact: JOYFUL BELL Date Reported: 09/05/23

Department	Analysis	Units	DL	Method	PQL	BP94005	BP94006
						COMP	COMP DUP
						7/24/2023	7/24/2023
CONTRACT	Ammonia	mg-N/kg				1740	1970
	Nitrate/Nitrite	mg-N/kg				<1.62	2.27
	Phosphorus	mg/kg				4920	5290
	TKN	mg-N/kg				21400	22900
CONVENTIONALS	% TS	%		SM2540-G		3.4	3.4
	% TVS	%		SM2540-G		58.7	58.8
METALS(S)	Arsenic mg/kg	mg/kg	0.505	6020B	2.380		8.55
			0.506	6020B	2.384	8.75	
	Cadmium mg/kg	mg/kg	0.397	6020B	1.588		3.85
			0.398	6020B	1.592	3.87	
	Chromium mg/kg	mg/kg	0.992	6020B	3.968		72.7
			0.994	6020B	3.976	75.3	
	Copper mg/kg	mg/kg	0.992	6020B	3.968		470
			0.994	6020B	3.976	484	
	Lead mg/kg	mg/kg	0.505	6020B	2.380		70.8
			0.506	6020B	2.384	71.9	
	Mercury mg/kg	mg/kg	0.001	7471	0.004	0.956	1.37
	Molybdenum mg/kg	mg/kg	0.505	6020B	2.380		27.7
			0.506	6020B	2.384	28.6	
	Nickel mg/kg	mg/kg	0.505	6020B	2.380		41.3
			0.506	6020B	2.384	42.7	
	Potassium mg/kg	mg/kg	19.8	6020B	79.2		1670
			19.9	6020B	79.6	1740	
	Selenium mg/kg	mg/kg	0.505	6020B	2.380		7.42
			0.506	6020B	2.384	7.66	
	Silver mg/kg	mg/kg	0.505	6020B	2.380		7.00
			0.506	6020B	2.384	7.47	
	Zinc mg/kg	mg/kg	5.95	6020B	23.80		1640
			5.96	6020B	23.84	1680	
Department	Analysis	Units	DL	Method	PQL	BP94007	BP94008
						SITE A	SITE B
						7/24/2023	7/24/2023
CONVENTIONALS	% TS	%		SM2540-G		3.3	3.2
MICRO	Fecal Coliform MPN	#/g Dry		9221E/9221C		390000	250000

DATA REPORTING QUALIFIERS

DL = Detection Limit
PQL = Practical Quantitation Limit (= 4xDL)
J = Analyte concentration less than PQL
SA = See Attached
ND = No Data
TNTC = Too numerous to count

M = Matrix effect / interference
P/A (used for Total Coliform results) P= Coliforms present, A = Coliforms absent
Y/N (used for E. Coli Results) Y= E. Coli present, N=E. Coli absent
E = Estimated Value. Count from plates not within ideal range.
R = Sample was re-analyzed after holding time.
H = Analyzed past hold time
* Flagged value QC not within established control limits

**CITY OF EVERETT
ENVIRONMENTAL LABORATORY**

PROJECT #

00064220

Client:	CITY OF EVERETT	Date Received:	07/24/23
Program:	BSM - EWPCF AC2	Data Release:	SF
Contact:	JOYFUL BELL	Date Reported:	08/23/23

Department	Analysis	Units	DL	Method	PQL	BP94009	BP94010
						SITE C	SITE D
CONVENTIONALS	% TS	%		SM2540-G		7/24/2023	7/24/2023
						4.0	5.3
MICRO	Fecal Coliform MPN	#/g Dry		9221E/9221C		200000	130000

Department	Analysis	Units	DL	Method	PQL	BP94011	BP94012
						SITE E	SITE F
CONVENTIONALS	% TS	%		SM2540-G		7/24/2023	7/24/2023
						3.0	1.7
MICRO	Fecal Coliform MPN	#/g Dry		9221E/9221C		170000	140000

Department	Analysis	Units	DL	Method	PQL	BP94013
						SITE G
CONVENTIONALS	% TS	%		SM2540-G		7/24/2023
						2.8
MICRO	Fecal Coliform MPN	#/g Dry		9221E/9221C		1800000

DATA REPORTING QUALIFIERS

DL = Detection Limit
PQL = Practical Quantitation Limit (= 4xDL)
J = Analyte concentration less than PQL
SA = See Attached
ND = No Data
TNTC = Too numerous to count

M = Matrix effect / interference
P/A (used for Total Coliform results) P= Coliforms present, A = Coliforms absent
Y/N (used for E. Coli Results) Y= E. Coli present, N=E. Coli absent
E = Estimated Value. Count from plates not within ideal range.
R = Sample was re-analyzed after holding time.
H = Analyzed past hold time
* Flagged value QC not within established control limits

**CITY OF EVERETT
ENVIRONMENTAL LABORATORY**

PROJECT #

00064282

Client:	CITY OF EVERETT	Date Received:	08/01/23
Program:	BSM - EWPCF AC2	Data Release:	SF
Contact:	JOYFUL BELL	Date Reported:	09/05/23

Department	Analysis	Units	DL	Method	PQL	BP94635	BP94636
						COMP	COMP DUP
						8/1/2023	8/1/2023
CONTRACT	Ammonia	mg-N/kg				3900	3500
	Nitrate/Nitrite	mg-N/kg				3.57	<2.70
	Phosphorus	mg/kg				8920	8520
	TKN	mg-N/kg				43100	48800
CONVENTIONALS	% TS	%		SM2540-G		3.3	3.3
	% TVS	%		SM2540-G		63.2	63.8
METALS(S)	Arsenic mg/kg	mg/kg	0.606	6020B	2.424		7.41
			0.624	6020B	2.496	7.75	
	Cadmium mg/kg	mg/kg	0.404	6020B	1.616		3.03
			0.416	6020B	1.664	3.19	
	Chromium mg/kg	mg/kg	1.01	6020B	4.04		63.9
			1.04	6020B	4.16	66.9	
	Copper mg/kg	mg/kg	1.01	6020B	4.04		426
			1.04	6020B	4.16	435	
	Lead mg/kg	mg/kg	0.606	6020B	2.424		57.3
			0.624	6020B	2.496	56.3	
	Mercury mg/kg	mg/kg	0.001	7471	0.004	0.908	0.975
			0.606	6020B	2.424		27.8
	Molybdenum mg/kg	mg/kg	0.606	6020B	2.424		
			0.624	6020B	2.496	28.8	
	Nickel mg/kg	mg/kg	0.606	6020B	2.424		38.7
			0.624	6020B	2.496	39.9	
	Potassium mg/kg	mg/kg	20.2	6020B	80.8		1740
			20.8	6020B	83.2	1810	
	Selenium mg/kg	mg/kg	0.606	6020B	2.424		7.47
			0.624	6020B	2.496	7.36	
	Silver mg/kg	mg/kg	0.606	6020B	2.424		4.57
			0.624	6020B	2.496	4.69	
	Zinc mg/kg	mg/kg	6.06	6020B	24.24		1530
			6.24	6020B	24.96	1540	
Department	Analysis	Units	DL	Method	PQL	BP94637	BP94638
						SITE H	SITE I
						8/1/2023	8/1/2023
CONVENTIONALS	% TS	%		SM2540-G		3.1	3.2
MICRO	Fecal Coliform MPN	#/g Dry		9221E/9221C		250000	93000

DATA REPORTING QUALIFIERS

DL = Detection Limit
PQL = Practical Quantitation Limit (= 4xDL)
J = Analyte concentration less than PQL
SA = See Attached
ND = No Data
TNTC = Too numerous to count

M = Matrix effect / interference
P/A (used for Total Coliform results) P= Coliforms present, A = Coliforms absent
Y/N (used for E. Coli Results) Y= E. Coli present, N=E. Coli absent
E = Estimated Value. Count from plates not within ideal range.
R = Sample was re-analyzed after holding time.
H = Analyzed past hold time
* Flagged value QC not within established control limits

**CITY OF EVERETT
ENVIRONMENTAL LABORATORY**

PROJECT #

00064282

Client:	CITY OF EVERETT	Date Received:	08/01/23
Program:	BSM - EWPCF AC2	Data Release:	SF
Contact:	JOYFUL BELL	Date Reported:	08/09/23

Department	Analysis	Units	DL	Method	PQL	BP94639 SITE J 8/1/2023	BP94640 SITE K 8/1/2023
CONVENTIONALS	% TS	%		SM2540-G		2.9	2.9
MICRO	Fecal Coliform MPN	#/g Dry		9221E/9221C		830000	1000000

Department	Analysis	Units	DL	Method	PQL	BP94641 SITE L 8/1/2023	BP94642 SITE M 8/1/2023
CONVENTIONALS	% TS	%		SM2540-G		2.6	3.8
MICRO	Fecal Coliform MPN	#/g Dry		9221E/9221C		490000	630000

Department	Analysis	Units	DL	Method	PQL	BP94643 SITE N 8/1/2023
CONVENTIONALS	% TS	%		SM2540-G		3.5
MICRO	Fecal Coliform MPN	#/g Dry		9221E/9221C		1400000

DATA REPORTING QUALIFIERS

DL = Detection Limit
PQL = Practical Quantitation Limit (= 4xDL)
J = Analyte concentration less than PQL
SA = See Attached
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P/A (used for Total Coliform results) P= Coliforms present, A = Coliforms absent
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R = Sample was re-analyzed after holding time.
H = Analyzed past hold time
* Flagged value QC not within established control limits

**CITY OF EVERETT, WASHINGTON
PUBLIC WORKS DEPARTMENT**

**Addendum No. 1
2024 EWPCF Biosolids Removal
W.O. # UT 3826 - 2
September 12, 2023**

Notice to Plan Holders:

This Addendum No. 1 contains the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the plans and specifications (Contract Documents) for the above named project, and shall be taken into consideration by Bidders in submitting their bids.

Bidders shall acknowledge receipt of this Addendum No. 1 in the space provided on the Proposal. Failure to do so may subject the Bidder to disqualification of its bid.

This addendum updates language and instructions for contract routing through Adobe Sign. Addendum effects specifications 00 2113 and 00 5213 in the Bid Documents set.

PLANS

No changes to plans.

SPECIFICATIONS

Item 1 - SPECIFICATION 00 2113, INSTRUCTIONS TO BIDDERS

Language and instructions in the specification have been updated to reflect new contract routing requirements through Adobe Sign. Remove and replace section 00 2113. Refer to attachment.

Item 2 - SPECIFICATION 00 5213, CONTRACT FORM

Language and instructions in specification have been updated to reflect new contract routing requirements through Adobe Sign. Remove and replace section 00 5213. Refer to attachment.

CONTRACT

No changes to contract.

PROPOSAL

No changes to proposal.

All other requirements of the plans and specifications remain in effect.

This addendum shall be attached to and made a part of the plans and specifications and shall be acknowledged on the bidder's proposal in specification 00 4113 – Bid Form.

Sincerely,

Joseph Ferguson

Wastewater Quality Process Analyst

Attachments:

- 002113 – Instructions to Bidders – Addendum 1 Revision
- 005213 – Contract Form – Addendum 1 Revision

SECTION 00 2113 INSTRUCTIONS TO BIDDERS

1-00 INTRODUCTORY MATTERS

General Description and Location of Project

The Work to be performed will include furnishing all labor, materials and equipment necessary to perform all Work as required by the Contract in accordance with the Contract Documents.

The Project is located at 4027 4th Street Southeast, Everett WA. See Appendix A.

Project Manager

Questions and inquiries about these Contract Documents should be directed in writing to the attention of the Project Manager Joseph Ferguson at 425-257-6789 or email JFerguson@everettwa.gov.

Standard Specifications

The following other Specifications and Standard Plans shall apply **only to the extent** that they are called out in the Contract Documents.

- WSDOT "2021 Standard Specifications for Road, Bridge and Municipal Construction", hereinafter referred to as the "Standard Specifications."
- City of Everett "Design and Construction Standards and Specifications" (Revised January 2018), as found online on the City's Website at: <https://everettwa.gov/1531/Design-Construction-Standards>
- "Standard Plans for Road and Bridge Construction," latest edition as prepared by WSDOT.
- "Manual on Uniform Traffic Control Devices" (MUTCD), latest edition.
- APWA Standards, latest edition.
- AWWA Standards, latest edition.
- American Concrete Institute (ACI), latest edition

1-01 DEFINITIONS AND TERMS

1-01.1 Definitions

Definitions are found in SECTION 7200 GENERAL CONDITIONS.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Bidder Responsibility Criteria

1-02.1(1) Mandatory Bidder Responsibility Criteria

Bidder shall meet mandatory responsibility criteria in accordance with RCW 39.04.350(1). The City may require Bidder to submit documentation demonstrating compliance with the criteria under this 1-02.1(1). Bidder must:

1. Registration. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Bid submittal; and

2. UBI. Have a current Washington Unified Business Identifier (UBI) number; and
3. State Requirements. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
4. Disqualification. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Prevailing Wage Training. Unless Bidder has completed three or more public works projects and had a valid business license for three or more years, Bidder must have received Department of Labor and Industries training on the requirements related to public works and prevailing wage under RCW 39.12 and RCW 39.04.
5. Certification of Wage Compliance. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
6. Apprentices. If the Project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.

1-02.1(2) Supplemental Bidder Responsibility Criteria

If this Project is subject to supplemental bidder responsibility criteria, then such criteria will be contained in SECTION 00 2213, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS. If there is no SECTION 00 2213, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS in the bid package, then the Project is not subject to supplemental bidder responsibility criteria.

1-02.2 Plans and Specifications

Information as to where bid documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the Work.

1-02.3 Not Used

1-02.4 Examination of Plans, Specifications, and Site of Work

1-02.4(1) General

The Bidder shall carefully examine the Contract Documents. Submittal of a Bid shall be conclusive evidence that the Bidder has made these examinations and understands all requirements for the performance of the completed Work. The Bidder further warrants, agrees, and acknowledges by submitting a Bid that it:

1. Has taken steps reasonably necessary to ascertain the nature and location of the Work, including without limitation the actual physical conditions of and at the location, surface and subsurface conditions, and conditions ordinarily to be encountered and generally recognized as inherent in the Work;
2. Has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:
 - a. Conditions bearing upon acquisition, transportation, disposal, handling, and storage of materials;
 - b. The availability of labor, materials, services, utilities (including without limitation water and electric power), and roads;
 - c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - d. The conformation and condition of the ground;
 - e. The character of equipment and facilities needed preliminary to and during Work performance;
 - f. The site biological hazards and associated physical hazards;
 - g. Access to the Site;
 - h. Environmental factors; and
 - i. All other data, matters and things requisite to the fulfillment of the Work.
3. Has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Work site (including material sites) as well as from the bid documents and other information made a part of this Contract, and, if physical testing by Bidder of the Site is permitted by the City, Bidder has completed such testing to its satisfaction; and
4. Has satisfied itself as to the adequacy of time allowed for the completion of the physical Work on the Contract.

Any failure of the Bidder to take the actions described and acknowledged in this clause shall not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or from proceeding to successfully perform the Work without additional expense to the City.

The Bidder agrees that the City shall not be liable to it on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the Bidder's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.

The Bidder shall be familiar and comply with all Federal, State, tribal, and local laws, ordinances, and regulations which might affect those engaged in the Work. The City will not consider any plea of misunderstanding or ignorance of such requirements.

Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.

Prospective Bidders are advised that projects with Work on or adjacent to water may require insurance coverage in compliance with:

1. The Longshoremen's and Harbor Worker's Compensation Act (administered by U.S. Department of Labor), or
2. The State Industrial Insurance (administered by the Washington State Department of Labor and Industries), or
3. Both.

The Contractor shall bear all cost for such insurance as provided in the Contract Documents.

No Claim shall be allowed because of any ambiguity in the Contract if:

1. The Bidder discovers an ambiguity but fails to notify the City, or
2. The Bidder failed to discover a patent ambiguity that would be discovered by a reasonably prudent contractor in preparing its Bid.

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business seven business days preceding the Bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

Bidder acknowledges that the Bidder has not relied on representation or warranty of the City not expressly included in the Contract Documents.

The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of the Drawings and Specifications or Site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not relied upon City or Engineer furnished information regarding site conditions in preparing and submitting a Bid.

1-02.4(1)A Interpretation of Contract Documents

Should a Bidder find what is believed to be discrepancies in or omissions from the Plans, Specifications, or any other Contract Document, or should the Bidder be in doubt as to their meaning, Bidder may submit to the City a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the

documents, if made, will be made only by addendum duly issued. **All requests for interpretations must be received by the City or Engineer no later than 7 calendar days prior to the bid opening date.** All questions regarding the Contract Documents shall be referred to the City at the address provided in the Contract Documents.

1-02.4(1)B Prevailing Wages

Bidder is directed to the Contract Documents for requirements regarding applying payment of prevailing wage rates for employment of labor on within Snohomish County.

All laborers, workmen, or mechanics in each trade or occupation employed in the performance of the Contract either by Contractor, Subcontractor, or other person doing Work shall be paid not less than the prevailing rate of wage as defined in RCW 39.12.010. Current prevailing wage rates may be found online at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. The rules and regulations noted within the Contract Documents are available from:

State of Washington Department of Labor and Industries
Prevailing Wage Section
PO Box 44540
Olympia, WA 98504-4540
(360) 902-5335
pw1@lni.wa.gov

Bidders are advised to examine and to be thoroughly familiar with such requirements. No claim for additional compensation will be allowed that is based upon a lack of knowledge of these requirements or a failure to include adequate increases in such wages over the term of this Contract in the Bidder's Bid.

1-02.4(2) Subsurface Information

If the City has made subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the City will be made available for inspection by the Bidders. The boring logs and soil sample test data shall NOT be considered as part of the Contract. In addition, the City makes no representation or warranty expressed or implied that:

1. The Bidders' interpretations from the boring logs are correct,
2. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made, and
3. The ground at the location of the borings has not been physically disturbed or altered after the boring was made.

The City specifically makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the

specific borings regardless of any subsurface information the City may make available to the prospective Bidders.

The boring log data and soil sample data, if any, are included in the bid documents.

If there is a geotechnical report made by the City, Bidder may contact the Project Manager to arrange to view the geotechnical report.

1-02.5 Bid Form

The City reserves the right to arrange the bid forms with alternates and additives, if such be to the advantage of the City. The Bidder shall bid on all alternates and additives set forth in the Bid Form unless otherwise specified.

1-02.6 Preparation of Bid

Bids shall be submitted on the forms provided by the City and found in the Contract Documents. All blank spaces in the Bid form shall be legibly filled in using a non-erasable medium. Do not qualify Bids, since this will automatically be cause for rejection of the Bid.

A Bid will be rejected if the authorized Bid form furnished by the City is not used.

Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.

Bidders are warned against making erasures or alterations of any kind to the Bid Form, and bids that contain omissions, erasures, or irregularities of any kind may be rejected. No oral, telegraphic, electronic, or telephonic bids or modifications will be considered.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

RCW 35.22.650 CERTIFICATION

Contractor agrees that the Contractor shall actively solicit the employment of minority group members. Contractor further agrees that the Contractor shall actively solicit Bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor is required to submit evidence of

compliance with this section as part of the Bid by completing and submitting with the Bid the RCW 35.22.650 CERTIFICATION.

PROPOSED SUBCONTRACTORS FORM

Bidder shall complete SECTION 00 4336 – PROPOSED SUBCONTRACTORS FORM and submit it with the Bid.

NONCOLLUSION AFFIDAVIT

The City has determined every Bidder must submit a Non-Collusion Affidavit for every Project. Accordingly, the Bidder shall submit a “Non-Collusion Affidavit”, contained in the Contract Documents as SECTION 4519 NONCOLLUSION AFFIDAVIT, with the Bid. If the City has reason to believe that collusion exists among Bidders, the City will reject the Bids of the known participants in such collusion and may, at its option, require that all Bidders certify under penalty of perjury, that no collusion has occurred or exists.

1-02.7 Bid Security

Bid Security in the amount of at least 5 percent of the Total Bid shall accompany each Bid. This security may be by certified check, cashier’s check, or a bid bond made payable to the City of Everett. A bid bond shall be on the form provided in the Contract Documents. A bid bond shall not be conditioned to modify the minimum 5-percent required. The surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a bid security of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the City of Everett.

Bid security shall serve as evidence of good faith and as a guarantee that if awarded the Contract the Bidder will execute the Contract and provide bonds as required by the Bid. Should the successful Bidder fail to enter into the Contract, furnish a satisfactory performance and payment bond, and furnish evidence of insurance within 14 calendar days after the award date unless such date is extended by the City, the certified check, cashier’s check or bid bond shall be forfeited as liquidated damages.

1-02.8 Not Used.

1-02.9 Delivery of Bid

Bidder shall submit Bidder’s Bid in a sealed opaque envelope that clearly and legibly notes the Project Name, the time and date of the bid opening, and the Bidder’s name and address on the outside of the envelope.

The City will not open or consider any Bid or any supplement to a Bid that is received after the time specified for receipt of Bids, or received in a location other than that specified for receipt of Bids.

1-02.10 *Withdrawing, Revising, or Supplementing Bid*

After submitting a physical Bid Form to the City, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bids, and
2. The City receives the request before the time set for receipt of Bids, and
3. The revised or supplemented Bid (if any) is received by the City before the time set for receipt of the Bid.

The original physical Bid Form may be supplemented, or revised and resubmitted as the official Bid if the City receives it before the time set for receipt of Bids.

Email, fax or telephone requests to withdraw, revise, or supplement a Bid are not acceptable.

Resubmitted Bids shall be in full compliance with the bidding requirements. Bid deposit shall be in an amount sufficient for the Bid as resubmitted.

After the scheduled time for opening Bids, no Bidder will be permitted to withdraw its Bid unless the award of contract is delayed for a period exceeding 45 calendar days. Proposals received after the scheduled closing for opening Proposals will be returned unopened to the Bidder.

1-02.11 *Not Used*

1-02.12 *Public Opening of Proposals*

1-02.12(1) *Postponement of Opening*

Proposals will be opened and publicly read at the time indicated in the call for Bids unless the Bid opening has been delayed or canceled. Bidders, their authorized agents, and other interested parties are invited to be present.

If an emergency or unanticipated event interrupts normal work processes of the City so that Bids cannot be opened at the time indicated in the call for Bids the time specified for opening of Bids will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the City resume.

The City reserves the right to postpone the date and time for receiving or opening of Bids, or both, at any time prior to the date and time established in the Notice to Bidders. Postponement notices shall be provided to Bidders in the form of addenda.

1-02.12(2) *Video Conferencing*

The City reserves the right to open and publicly read Bids by use of video-conferencing, such as by Microsoft Teams, Zoom or other application.

1-02.13 *Irregular Bids*

1. A Proposal will be considered irregular and will be rejected if:
 - a. The authorized bid form furnished by the City is not used or is altered;

- b. The completed bid form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - c. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - d. A price per unit cannot be determined from the Bid Form;
 - e. The Bid Form is not properly executed;
 - f. The Bidder fails to submit or properly complete on the form provided by the City a Subcontractor list, if applicable, as required in these Instructions;
 - g. The Bidder fails to submit or properly complete a RCW 35.22.650 Certification, as required in these Instructions;
 - h. The Bidder fails to submit or properly complete a Non-collusion Affidavit, as required in these Instructions;
 - i. The Bid Form does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. If the Bid Form includes unit prices, the Bidder's Bid Form does not include a unit price for every Bid item;
 - b. If the Bid Form includes unit prices, any of the Bidder's unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City, as determined by the City;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Bid Form entries are not made in ink.

1-02.14 Disqualification of Bidders

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended, and noted in 1-02.1(1).

The City will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the City reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the City determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the City shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the

determination within two business days of the City's determination by presenting its appeal and any additional information to the City. The City will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the City will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the City's final determination.

If the Contract Documents contain supplemental responsibility criteria, then a Bidder will be deemed not responsible if the Bidder does not meet those criteria, all as set forth in SECTION 00 2213, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS.

1-02.15 Pre-Award Information

Before awarding any contract, the City may require one or more of these items or actions of the apparent lowest responsible Bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule, in a form the City requires, showing the order of and time required for the various phases of the Work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the City of Everett.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the Bidder is the lowest responsible bidder.

After Bid opening, but prior to award, the apparent successful Bidder shall, if requested by the City, attend a pre-award conference to respond to questions by the City regarding evaluation of Bids. The City will emphasize items such as insurance and bonding that will assist in prompt issuance of the Notice to Proceed. By conducting a pre-award conference, the City has not thereby waived its right to make determinations regarding responsiveness and responsibility of the Bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Bids will be evaluated by the City to determine which bid is the lowest responsive bid by a responsible bidder and which bid, if any, should be accepted in the best interest of the City. The right is reserved by the City to waive informalities in the bidding, accept a Bid of the lowest responsible Bidder, reject any or all Bids,

republish the call for Bids, revise or cancel the Work, or require the Work to be done in another way if the best interest of the City is served.

Within 5 days after the opening of Bids (or such longer time as the City may grant in writing), a Bidder who wishes to claim error shall submit a notarized affidavit signed by the Bidder, accompanied by original work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The affidavit shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. The Engineer will review the certified work sheets to determine the validity of the claimed error and make recommendation to the City. If the City concurs in the claim of error, the Bidder will be relieved of responsibility, and the bid deposit of the Bidder will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or Award made to next lowest and responsive Bidder.

1-03.1(2) Preference for Resident Contractors

In accordance with RCW 39.04.380, if a Bid is received from a nonresident contractor from a state that provides a percentage bidding preference and does not have an office located in Washington, then a comparable percentage disadvantage will be applied to the Bid of that nonresident contractor.

1-03.1(3) Tie Bids

After opening Bids, if two or more lowest responsive and responsible Bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this section. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

1-03.2 Award of Contract

Within 45 days after the opening of Bids, the City will act either to accept the Bid from the lowest responsive, responsible Bidder, or to reject all Bids. The City reserves the right to request extensions of such Bid acceptance period. If the lowest responsible Bidder and the City cannot agree on an extension by the 45 day deadline, the City reserves the right to award the Contract to the next lowest responsible Bidder or reject all Bids.

The acceptance of a Bid will be evidenced by a written Notice of Award of Contract delivered in person or by certified mail to the Bidder whose Bid is accepted, together with a request to furnish a Contract Bond and evidence of insurance and to execute the Contract set forth in the Contract Documents. No Contract is formed until the Contract Execution Date.

1-03.3 Execution of Contract

Successful Bidder has 14 calendar days after receiving the Notice of Award to complete the following:

- Execute the Contract with the City's AdobeSign system.
- Submit to the City two original paper payment bonds and two paper original performance bonds submitted on forms contained in Contract Documents and fully executed.
- Submit by pdf a Certificate of Insurance and additional insured endorsements in accordance with the Contract Documents.

Until the City executes a Contract, no Bid shall bind the City nor shall any Work begin within the project limits or within City-furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the City.

If the Bidder experiences circumstances beyond their control that prevents return of the Contract Documents within 14-calendar days after the Award Date, the City may grant more time for return of the documents, provided the City deems the circumstances warrant it.

A Contract shall not be formed until the Contract is signed by the Mayor.

1-03.4 Contract Bonds

The Contractor shall provide a separate payment bond and performance bond, each in the amount of 100 percent of the Contract Sum and each in the form contained in the Contract Documents. The bonds must be accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

1-03.5 Failure to Execute Contract

Failure to return the insurance certification and bonds with the signed Contract as required in these Instructions, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington shall result in forfeiture of the bid bond or deposit of this Bidder. If this should occur, the City may then Award the Contract to the second lowest responsible Bidder or reject all remaining Bids. If the second lowest responsible Bidder fails to return the required documents as stated above within the time provided after Award, the Contract may then be Awarded successively in a like manner to the remaining lowest responsible Bidders until the above requirements are met or the remaining Bid are rejected.

In addition, failure to have or obtain a City of Everett business license prior to executing the Contract, unless immediately cured by Bidder after notice from the City, shall result in forfeiture of the proposal bond or deposit of this Bidder.

1-03.6 Return of Bid Deposit

When Bids have been examined and corrected as necessary, proposal bonds and deposits accompanying Bids ineligible for further consideration will be returned. All other proposal bonds and deposits will be held until the Contract has been properly executed. When the Contract has been properly executed, all remaining deposits or bonds, except those subject to forfeiture, will be returned.

Within 15 calendar days after the Bids are opened, the City will return the bid deposit accompanying the Bids that are not to be considered in making the Award.

1-03.7 Judicial Review

All protests by Bidders must be in accordance with Chapter 3.46 of the Everett Municipal Code, "Bid Protest Procedures."

The exclusive venue of all lawsuits shall be in Snohomish County Superior Court.

OTHER MATTERS

Time of Completion

The Contractor shall complete the Work on or before the date or dates specified in Section 00 5213 -AGREEMENT FORM

Equal Employment Opportunity

The Contractor will be required to assure that equal employment opportunities will be in effect to all individuals throughout the duration of this Contract, pursuant to SECTION 00 7200, Part 7 "Labor Standards," of the Contract Documents. The Contractor must comply with all local, State and Federal laws pertaining to non-discrimination and equal employment opportunity.

Sales Tax

The Washington State Department of Revenue has issued special rules on the State sales tax. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability. The Contractor shall not include State retail sales taxes in the unit bid prices. A separate line item for applying State retail sales tax is provided in the Bid Form.

Limitations Regarding Contractor's Claim for Damages

Bidders should review the Contract Documents regarding limitations on claims for damages.

Delays and Interference

Bidders should review the Contract Documents regarding delays and interference.

Business License

A City of Everett business license is required for the Contractor and Subcontractors performing Work on this Project.

BIDDER'S CHECKLIST

Forms for Submission with the Bid

The Bidder's attention is especially called to the following forms that must be executed in full as required and submitted with the Bid.

1. Bid Form: Show the lump sum and unit price items in the spaces provided on the Bid Form. To be filled in and signed by the Bidder
2. Subcontractors Form: To be filled in by the Bidder, if required by these Instructions.
3. Bid Security: This form is to be executed by the Bidder and the surety company unless Bid is accompanied by a certified or cashier's check, as

required by these instructions. The amount of the bond or cashier's check, which shall be not less than five percent of the Total Bid Amount, may be shown in dollars or on a percentage basis.

4. RCW 35.22.650 Certification: To be filled in and signed by the Bidder.

5. Non-Collusion Affidavit: To be signed, notarized and submitted with the Bid.

Failure to complete and fully execute the aforementioned forms and to submit them with the Bid may result in rejection of Bid.

Forms for Submission after Award of Contract

The following forms are to be executed after the award of Contract:

1. Contract: This Contract to be executed by the successful Bidder with the City's AdobeSign system within 14 calendar days after the award date.
2. Payment and Performance Bonds: These forms are to be executed by the successful Bidder and the Bidder's surety company. The amount of these bonds shall be 100 percent of the Total Bid and shall be submitted with the Contract.
3. Proof of Insurance: Insurance certificates and endorsements shall be obtained and maintained in force in accordance with SECTION 00 7200, Part 15 "Liability and Insurance", of the Contract Documents.
4. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
5. Statement of Intent to Pay Prevailing Wage (L&I Form F700-029-000) and Affidavit of Wages Paid (F700-007-000) from the Contractor, Subcontractor and agents to the Subcontractor shall be submitted to the Employment Standards Division, State Department of Labor and Industries, Olympia, Washington. If the prime contract is over \$1,000,000, then Contractor also needs to submit L&I Form F700-164-000 (Affidavit of Wages Paid EHB 2805 Addendum).
6. Weekly Statement with Respect to Payment of Wages (U.S. Dept of Labor Form WH347): Contractors, Subcontractors, and agents to Subcontractors using Payroll Form WH347 may use State of Compliance found on the back of the form.
7. Weekly Statement of Compliance (U.S. Dept of Labor Form WH348). Contractors, Subcontractors, or agents to Subcontractors not using Payroll Form WH347 shall attach the Statement of Compliance Form WH348 to each payroll.
8. Approval of Subcontractors: Contractors shall request approval of Subcontractors on a form provided by the City prior to their working on the Site.
9. Construction Progress Schedule: To be submitted as required by Section 00 7200, Part 5 "Progress and Completion", of the Contract Documents by the Contractor within ten calendar days, or such time as determined by the City, after the date of receipt of Notice to Proceed.

10. Traffic Control Plan: Standard Traffic Control Plans are included in the City's Design and Construction Standards. If, and to the extent, such plans are not sufficient, complete or adequate to support the Bidder's planned means and methods of performing the Work, the Bidder must develop an adequate, complete and sufficient traffic control plan at its cost, that shall be submitted for the City's approval prior to construction. Deviation from the Standard Plans must be submitted by the Contractor and approved by the City prior to construction.
11. Disposal Sites: Provide the City with the location of all disposal sites to be used, and also provide copies of the permits and approvals for such disposal sites. The Contractor shall provide the City with copies of all permits for disposal and storage of surplus materials within ten calendar days after award of the Contract.

END OF SECTION 00 2113

SECTION 00 5213 - AGREEMENT FORM

CONTRACT

THIS CONTRACT is made and entered into by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and _____, (the "**Contractor**").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and/or appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled:

"_____" (the "**Project**").

- 1. Contract Documents.** The "Contract Documents" are defined in the General Conditions. The Contract Documents are part of this Contract and are hereby incorporated by reference. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents. The Contract Documents are as posted for the Project on Builder's Exchange of Washington (www.bxwa.com) as of the Bid Opening Date. The complete set of these posted documents as a single pdf as of Bid Opening Date is maintained by the City Clerk's Office and is available as follows:

Link to PDF	
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Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

- 2. Contract Time.** Substantial Completion of the Work shall be achieved within sixty (60) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within Thirty (30) calendar days after the actual date of issuance of Substantial Completion.
- 3. Liquidated Damages.** The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the Work in all respects and have it ready for use by the Substantial and Physical Completion dates stated above. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

- 4. _____ Contract Sum.** The Contract Sum of this Contract is:

+ WA Sales Tax (as applicable)	
Contract Sum	

This is based on the proposal/bid submitted by Contractor dated _____.

The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Sum stated herein and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Sum stated herein, unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

6. Compliance with Employment and Wage Laws. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

7. RCW 35.33.650. Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall

consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification.

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 8 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

9. Insurance. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the

City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

10 Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

8.Repair of Damage. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

9.Pre-Bid Inspection and 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: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

10. Headings for Convenience Only. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

11.Effective Date/Counterparts/Signature. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original. This Contract may be signed with AbodeSign, and any such signature is fully binding.

[Remainder of Page Intentionally Left Blank]

CITY OF EVERETT
WASHINGTON

By: _____

Cassie Franklin, Mayor

ATTEST: _____

Date

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
(9.6.23)

CONTRACTOR:

Corporation
Limited Liability
Company
Partnership

[Contractor's Complete Legal Name]

By: _____
Signature

Typed/Printed Name of Signer: _____

Title of Signer: _____

Date: _____

Sole Proprietorship

[Typed/Printed Name]

Signature

Date: _____

END OF SECTION 00 5213

**CITY OF EVERETT, WASHINGTON
PUBLIC WORKS DEPARTMENT**

**Addendum No. 2
2024 EWPCF Biosolids Removal
W.O. # UT 3826 - 2
October 4th, 2023**

Notice to Plan Holders:

This Addendum No. 2 contains the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the plans and specifications (Contract Documents) for the above named project, and shall be taken into consideration by Bidders in submitting their bids.

Bidders shall acknowledge receipt of this Addendum No. 2 in the space provided on the Proposal. Failure to do so may subject the Bidder to disqualification of its bid.

Items 1 and 2 in this addendum updates language and instructions for contract routing through Adobe Sign. Items effect Specifications 00 2113 and 00 5213 in the Bid Documents set. **This addendum supersedes previous replacements made in addendum #1.**

Item 3 in this addendum effects Specification 00 7200.

This addendum also includes responses to clarification questions submitted by contractors on or before October 3rd, 2023.

PLANS

No changes to plans.

SPECIFICATIONS

Item 1 - SPECIFICATION 00 2113, INSTRUCTIONS TO BIDDERS

Language and instructions in the specification have been updated to reflect new contract routing requirements through Adobe Sign. Remove and replace section 00 2113. Refer to attachment. **This addendum supersedes previous replacements made in addendum #1.** Remove and replace section 00 2113. Refer to attachment.

Item 2 - SPECIFICATION 00 5213, CONTRACT FORM

Language and instructions in specification have been updated to reflect new contract routing requirements through Adobe Sign. Remove and replace section 00 5213. Refer to attachment. **This addendum supersedes previous replacements made in addendum #1. Remove and replace section 00 5213.** Refer to attachment.

Item 3 - SPECIFICATION 00 7200, GENERAL CONDITIONS, Page 53 Clause 15.3.14.2 Builder's Risk

Remove entire clause.

CONTRACT

No changes to contract.

PROPOSAL

Answers to questions submitted:

Q1: What are the approximate concentration and location of solids in the area to be dredged?

The City's best estimate of solids location in the area to be dredged is shown in Appendix C - Biosolids Blanket Survey. The City's best estimate of percent total solids of in-situ solids is shown in Appendix C – Results of Biosolids Sampling and Analysis.

Q2: What is the elevation and material of the lagoon liner in the area to be dredged?

The lagoon liner consists of bentonite clay. The design elevation of the liner is at 1.05' (NAVD 88). The water level in the lagoon is slightly variable as water is added or removed from the lagoon, changing a few inches per day. The City will communicate the lagoon level to the contractor on a daily basis.

Q3: Are there any restrictions on dewatering technologies used?

The dewatering technique to be used is not specified in the contract and is at the discretion of the contractor. However, as the planned end-use of these solids are for agricultural land application, the contractor must not introduce additional recognizable manufactured material. The term "Centrate" in the contract documents shall be interpreted as "the liquid separated from the dewatered solids as part of the dewatering process", and the specified return of this liquid via the existing return line to Aeration Cell #1 still applies.

Q4: Are there additional power sources adjacent to Aeration Cell #2 that the contractor may utilize?

Yes. Refer to answer to question 14.

Q5: Will the city allow electronic bids to be submitted?

Electronic submittals are not allowed currently. Bids must either be dropped off or mailed to the address provided in Section 00 1113. Any bids not received by 2 p.m. on October 10th will not be eligible.

Q6: Section 3 of the Contract Agreement articulates that Liquidated damages may be assigned for delay or incomplete performance of the work. Contractor requests that Section 3 be modified to include the following language "Liquidated Damages shall not be assessed if the delay or failure to perform is the result of, or occasioned by any Force Majeure event, or circumstances beyond the control of the Contractor."

The City will not be adding this language to the contract documents.

Q7: Section 5.4.2 of the Agreement (Termination for Convenience) – Contractor requests that Section 5.4.2 be modified to include the following language "Owner and Contractor agree in advance that if the Owner exercises its discretionary right to terminate for convenience, the Owner will pay Contractor for expenses incurred because of early termination. These expenses include, but are not limited to, recovery of capital costs, percent of lost profits, demobilization, employee severance payments and costs to terminate subcontractors and equipment leases."

The City will not be adding this language to the contract documents.

Q8: Section 9.1.2.1 Contractor requests that the following language be added to section 9.1.2.1 of the Contract Agreement – "Upon submission of a properly formatted application for progress payment by the 10th day of each month, Owner shall pay to Contractor the full amount due under said invoice within thirty (30) days of the date of said invoice application. Any invoice application amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one- and one-half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, Owner agrees to promptly pay any undisputed amounts."

The City will not be adding this language to the contract documents.

Q9: Section 12.4.3.4 – Contractor requests that the definition of Force Majeure Event in the contract be modified to include the following language “any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party’s personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; equipment failure (other than due to the inadequate maintenance thereof); and acts of God.”

The City will not be adding this language to the contract documents.

Q10: Section 13. 3 – Contractor requests the addition of section 13.3 to the Contract Agreement – “13.3 Mutual Waiver of Consequential Damages - Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract.”

The City will not be adding this language to the contract documents.

Q11: Have the materials identified within the scope of work been tested for PFAS / PFOAs or other 40 CFR 503 regulated substances over the previous 10 years? If yes will the Owner share the results of this test with the bidders? Furthermore, are there any plans to test the materials for PFAS / PFOAs or other 40 CFR 503 regulated substances over the duration of this contract term?

The city has not tested in-situ or dewatered biosolids for PFAS or PFOAs in the past 10 years and does not plan to test for PFAS or PFOAs in these materials for the duration of the contract term. The City has tested for 40 CFR 503 regulated substances (i.e., metal pollutants and pathogens) over the past 10 years, the most recent data of which is included in Appendix C Section B - Results of Biosolids Sampling and Analysis.

Q12: Will the Owner agree to provide Notice to Proceed to the winning bidder within 90 days of the Notification of award, or allow the winning bidder to adjust their pricing based on current market conditions (BLS CPI for the Geographic region and/or DOT Fuel Adjustments)?

Notice to Proceed is planned to be given early January. The City will not be adding the proposed clause to this project.

Q13: Will the drying time of the decontamination process be included in the 60- and 30-day contract terms? Per the specifications, Temperature and humidity dictate drying time. Being that weather is an unknown variable, will the city exclude this from the contract timeline?

The City will not be adding the proposed clause to the contract documents.

Q14: Regarding the power supply. What breaker sizes and amperage be available to the contractor?

The City will provide ONLY connection points to existing available power sources. Quick disconnects and ground fault protection are not provided. Contractor must provide licensed and qualified personnel to connect to power as well as all necessary equipment.

The City may provide the following power sources to contractors:

Biosolids Pad:

- (3x) 300-Amp 480-Volt 3-phase terminals
- (1x) 150-Amp 480-Volt 3-phase terminal
- (1x) 15-Amp 480-Volt 3-phase terminal
- (1x) 30-Amp 480-Volt 3-phase terminal

Aeration Cell #2:

- (x1) 400-Amp 480-Volt 3-phase terminal
- (x1) 150-Amp 480-Volt 3-phase terminal
- (x1) 20-Amp 480-Volt 3-phase terminal
- (x1) 15-Amp 480-Volt 3-phase terminal
- (x32) 20-Amp 110-Volt 1-phase terminals.

Q15: Will the city provide as built drawings of the filtrate and in flow return connection points?

Yes, refer to attachment: Centrate and Solids Return Lines Drawings.

Q16: Will the contractor be allowed to temporary staging of material on site, to facilitate loading of trucks?

Yes. The Contractor may temporarily stage dewatered biosolids on the dewatering pad apart from the designated storage area, provided this does not block access for City operations on the dewatering pad. Pipes and other equipment may be temporarily staged around the contract areas, provided they do not block access for City operations around the treatment plant, as determined by the Project Manager.

Q17: Will contractors be able to access the East levee to place dredge anchor blocks?

Yes. Be aware that the East levee has space only for one vehicle to pass through at a time.

Q18: Will contractors be able to drive poles in the ground (if needed) in able to anchor the dredge blocks and/or cable on the East levee?

Yes. Contractor must ensure that there is no damage done to the integrity of the levee, and that installed poles are removed at the end of the contract. The City recommends that poles are not driven more than five feet into the levee.

Q19: Can you provide a list of businesses in accordance with the RCW 35.22.650?

Contractors may consider using <https://omwbe.wa.gov/> as a resource to identify businesses which meet these criteria.

Q20: Any boxes testing under 28% TS will not be counted towards total tonnage, is that correct?

Correct. Per Specification 00 4523 Material Testing Section 1.2 "Failure of any material to meet the required TS, as tested by the City, will result in the load of material being ineligible for payment."

Q21: Can the City please provide the list of companies that attended the mandatory site visits?

Yes, refer to attachment: Pre-bid Walkthroughs Sign-in Sheets.

Q22: After sampling AC2 and looking at analytical provided in the documents and comparing to years past the sludge appears to have a lower/lighter in-situ solids content. With this in mind, what will be the situation if the 2,000 dry tons is not found from AC2?

If 2,000 dry tons are not able to be dredged from AC2, contractor will be paid unit price per actual dry ton weighed and transported to the storage area on the biosolids pad according to Specification 01 2213 – Measurement and Payment.

Q23: In section 00 1113 - Advertisement of Bids, Part 1, Section 15.3.14.2 it states the Contractor shall provide property insurance under an "All Risk Builder's Risk" form in an amount equal to the value of the structure. As there is no design or construction component to the work within this bid and there is no portion of the scope in which all risk builders risk insurance would provide coverage for, contractor would therefore request to have the City remove this requirement from the project.

Clause will be removed – See Item 3.

All other requirements of the plans and specifications remain in effect.

This addendum shall be attached to and made a part of the plans and specifications and shall be acknowledged on the bidder's proposal in specification 00 4113 – Bid Form.

Sincerely,

Joseph Ferguson

Wastewater Quality Process Analyst

Attachments:

- 002113 – Instructions to Bidders – Addendum 2 Revision
- 005213 – Contract Form – Addendum 2 Revision
- Centrate and Solids Return Lines Drawings
- Pre-Bid Walkthroughs Sign-in Sheets
- Pre-Bid Walkthrough Agenda

SECTION 00 2113 INSTRUCTIONS TO BIDDERS

1-00 INTRODUCTORY MATTERS

General Description and Location of Project

The Work to be performed will include furnishing all labor, materials and equipment necessary to perform all Work as required by the Contract in accordance with the Contract Documents.

The Project is located at 4027 4th Street Southeast, Everett WA. See Appendix A.

Project Manager

Questions and inquiries about these Contract Documents should be directed in writing to the attention of the Project Manager Joseph Ferguson at 425-257-6789 or email JFerguson@everettwa.gov.

Standard Specifications

The following other Specifications and Standard Plans shall apply **only to the extent** that they are called out in the Contract Documents.

- WSDOT "2021 Standard Specifications for Road, Bridge and Municipal Construction", hereinafter referred to as the "Standard Specifications."
- City of Everett "Design and Construction Standards and Specifications" (Revised January 2018), as found online on the City's Website at: <https://everettwa.gov/1531/Design-Construction-Standards>
- "Standard Plans for Road and Bridge Construction," latest edition as prepared by WSDOT.
- "Manual on Uniform Traffic Control Devices" (MUTCD), latest edition.
- APWA Standards, latest edition.
- AWWA Standards, latest edition.
- American Concrete Institute (ACI), latest edition

1-01 DEFINITIONS AND TERMS

1-01.1 Definitions

Definitions are found in SECTION 7200 GENERAL CONDITIONS.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Bidder Responsibility Criteria

1-02.1(1) Mandatory Bidder Responsibility Criteria

Bidder shall meet mandatory responsibility criteria in accordance with RCW 39.04.350(1). The City may require Bidder to submit documentation demonstrating compliance with the criteria under this 1-02.1(1). Bidder must:

1. Registration. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Bid submittal; and

2. UBI. Have a current Washington Unified Business Identifier (UBI) number; and
3. State Requirements. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
4. Disqualification. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Prevailing Wage Training. Unless Bidder has completed three or more public works projects and had a valid business license for three or more years, Bidder must have received Department of Labor and Industries training on the requirements related to public works and prevailing wage under RCW 39.12 and RCW 39.04.
5. Certification of Wage Compliance. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
6. Apprentices. If the Project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.

1-02.1(2) Supplemental Bidder Responsibility Criteria

If this Project is subject to supplemental bidder responsibility criteria, then such criteria will be contained in SECTION 00 2213, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS. If there is no SECTION 00 2213, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS in the bid package, then the Project is not subject to supplemental bidder responsibility criteria.

1-02.2 Plans and Specifications

Information as to where bid documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the Work.

1-02.3 Not Used

1-02.4 Examination of Plans, Specifications, and Site of Work

1-02.4(1) General

The Bidder shall carefully examine the Contract Documents. Submittal of a Bid shall be conclusive evidence that the Bidder has made these examinations and understands all requirements for the performance of the completed Work. The Bidder further warrants, agrees, and acknowledges by submitting a Bid that it:

1. Has taken steps reasonably necessary to ascertain the nature and location of the Work, including without limitation the actual physical conditions of and at the location, surface and subsurface conditions, and conditions ordinarily to be encountered and generally recognized as inherent in the Work;
2. Has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:
 - a. Conditions bearing upon acquisition, transportation, disposal, handling, and storage of materials;
 - b. The availability of labor, materials, services, utilities (including without limitation water and electric power), and roads;
 - c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - d. The conformation and condition of the ground;
 - e. The character of equipment and facilities needed preliminary to and during Work performance;
 - f. The site biological hazards and associated physical hazards;
 - g. Access to the Site;
 - h. Environmental factors; and
 - i. All other data, matters and things requisite to the fulfillment of the Work.
3. Has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Work site (including material sites) as well as from the bid documents and other information made a part of this Contract, and, if physical testing by Bidder of the Site is permitted by the City, Bidder has completed such testing to its satisfaction; and
4. Has satisfied itself as to the adequacy of time allowed for the completion of the physical Work on the Contract.

Any failure of the Bidder to take the actions described and acknowledged in this clause shall not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or from proceeding to successfully perform the Work without additional expense to the City.

The Bidder agrees that the City shall not be liable to it on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the Bidder's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.

The Bidder shall be familiar and comply with all Federal, State, tribal, and local laws, ordinances, and regulations which might affect those engaged in the Work. The City will not consider any plea of misunderstanding or ignorance of such requirements.

Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.

Prospective Bidders are advised that projects with Work on or adjacent to water may require insurance coverage in compliance with:

1. The Longshoremen's and Harbor Worker's Compensation Act (administered by U.S. Department of Labor), or
2. The State Industrial Insurance (administered by the Washington State Department of Labor and Industries), or
3. Both.

The Contractor shall bear all cost for such insurance as provided in the Contract Documents.

No Claim shall be allowed because of any ambiguity in the Contract if:

1. The Bidder discovers an ambiguity but fails to notify the City, or
2. The Bidder failed to discover a patent ambiguity that would be discovered by a reasonably prudent contractor in preparing its Bid.

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business seven business days preceding the Bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

Bidder acknowledges that the Bidder has not relied on representation or warranty of the City not expressly included in the Contract Documents.

The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of the Drawings and Specifications or Site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not relied upon City or Engineer furnished information regarding site conditions in preparing and submitting a Bid.

1-02.4(1)A Interpretation of Contract Documents

Should a Bidder find what is believed to be discrepancies in or omissions from the Plans, Specifications, or any other Contract Document, or should the Bidder be in doubt as to their meaning, Bidder may submit to the City a written request for an interpretation thereof. The Bidder submitting the

request will be responsible for its prompt delivery. Any interpretation of the documents, if made, will be made only by addendum duly issued. **All requests for interpretations must be received by the City or Engineer no later than 7 calendar days prior to the bid opening date.** All questions regarding the Contract Documents shall be referred to the City at the address provided in the Contract Documents.

1-02.4(1)B Prevailing Wages

Bidder is directed to the Contract Documents for requirements regarding applying payment of prevailing wage rates for employment of labor on within Snohomish County.

All laborers, workmen, or mechanics in each trade or occupation employed in the performance of the Contract either by Contractor, Subcontractor, or other person doing Work shall be paid not less than the prevailing rate of wage as defined in RCW 39.12.010. Current prevailing wage rates may be found online at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/>. The rules and regulations noted within the Contract Documents are available from:

State of Washington Department of Labor and Industries
Prevailing Wage Section
PO Box 44540
Olympia, WA 98504-4540
(360) 902-5335
pw1@lni.wa.gov

Bidders are advised to examine and to be thoroughly familiar with such requirements. No claim for additional compensation will be allowed that is based upon a lack of knowledge of these requirements or a failure to include adequate increases in such wages over the term of this Contract in the Bidder's Bid.

1-02.4(2) Subsurface Information

If the City has made subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the City will be made available for inspection by the Bidders. The boring logs and soil sample test data shall NOT be considered as part of the Contract. In addition, the City makes no representation or warranty expressed or implied that:

1. The Bidders' interpretations from the boring logs are correct,
2. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made, and
3. The ground at the location of the borings has not been physically disturbed or altered after the boring was made.

The City specifically makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings regardless of any subsurface information the City may make available to the prospective Bidders.

The boring log data and soil sample data, if any, are included in the bid documents.

If there is a geotechnical report made by the City, Bidder may contact the Project Manager to arrange to view the geotechnical report.

1-02.5 Bid Form

The City reserves the right to arrange the bid forms with alternates and additives, if such be to the advantage of the City. The Bidder shall bid on all alternates and additives set forth in the Bid Form unless otherwise specified.

1-02.6 Preparation of Bid

Bids shall be submitted on the forms provided by the City and found in the Contract Documents. All blank spaces in the Bid form shall be legibly filled in using a non-erasable medium. Do not qualify Bids, since this will automatically be cause for rejection of the Bid.

A Bid will be rejected if the authorized Bid form furnished by the City is not used.

Bid prices shall include everything necessary for the completion of the Work including, but not limited to, providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor, and all necessary testing services.

Bidders are warned against making erasures or alterations of any kind to the Bid Form, and bids that contain omissions, erasures, or irregularities of any kind may be rejected. No oral, telegraphic, electronic, or telephonic bids or modifications will be considered.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

RCW 35.22.650 CERTIFICATION

Contractor agrees that the Contractor shall actively solicit the employment of minority group members. Contractor further agrees that the Contractor shall actively solicit Bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to

said minority businesses. The Contractor is required to submit evidence of compliance with this section as part of the Bid by completing and submitting with the Bid the RCW 35.22.650 CERTIFICATION.

PROPOSED SUBCONTRACTORS FORM

Bidder shall complete SECTION 00 4336 – PROPOSED SUBCONTRACTORS FORM and submit it with the Bid.

NONCOLLUSION AFFIDAVIT

The City has determined every Bidder must submit a Non-Collusion Affidavit for every Project. Accordingly, the Bidder shall submit a “Non-Collusion Affidavit”, contained in the Contract Documents as SECTION 4519 NONCOLLUSION AFFIDAVIT, with the Bid. If the City has reason to believe that collusion exists among Bidders, the City will reject the Bids of the known participants in such collusion and may, at its option, require that all Bidders certify under penalty of perjury, that no collusion has occurred or exists.

1-02.7 Bid Security

Bid Security in the amount of at least 5 percent of the Total Bid shall accompany each Bid. This security may be by certified check, cashier’s check, or a bid bond made payable to the City of Everett. A bid bond shall be on the form provided in the Contract Documents. A bid bond shall not be conditioned to modify the minimum 5-percent required. The surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a bid security of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the City of Everett.

Bid security shall serve as evidence of good faith and as a guarantee that if awarded the Contract the Bidder will execute the Contract and provide bonds as required by the Bid. Should the successful Bidder fail to enter into the Contract, furnish a satisfactory performance and payment bond, and furnish evidence of insurance within 14 calendar days after the award date unless such date is extended by the City, the certified check, cashier’s check or bid bond shall be forfeited as liquidated damages.

1-02.8 Not Used.

1-02.9 Delivery of Bid

Bidder shall submit Bidder’s Bid in a sealed opaque envelope that clearly and legibly notes the Project Name, the time and date of the bid opening, and the Bidder’s name and address on the outside of the envelope.

The City will not open or consider any Bid or any supplement to a Bid that is received after the time specified for receipt of Bids, or received in a location other than that specified for receipt of Bids.

1-02.10 *Withdrawing, Revising, or Supplementing Bid*

After submitting a physical Bid Form to the City, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bids, and
2. The City receives the request before the time set for receipt of Bids, and
3. The revised or supplemented Bid (if any) is received by the City before the time set for receipt of the Bid.

The original physical Bid Form may be supplemented, or revised and resubmitted as the official Bid if the City receives it before the time set for receipt of Bids.

Email, fax or telephone requests to withdraw, revise, or supplement a Bid are not acceptable.

Resubmitted Bids shall be in full compliance with the bidding requirements. Bid deposit shall be in an amount sufficient for the Bid as resubmitted.

After the scheduled time for opening Bids, no Bidder will be permitted to withdraw its Bid unless the award of contract is delayed for a period exceeding 45 calendar days. Proposals received after the scheduled closing for opening Proposals will be returned unopened to the Bidder.

1-02.11 *Not Used*

1-02.12 *Public Opening of Proposals*

1-02.12(1) *Postponement of Opening*

Proposals will be opened and publicly read at the time indicated in the call for Bids unless the Bid opening has been delayed or canceled. Bidders, their authorized agents, and other interested parties are invited to be present.

If an emergency or unanticipated event interrupts normal work processes of the City so that Bids cannot be opened at the time indicated in the call for Bids the time specified for opening of Bids will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the City resume.

The City reserves the right to postpone the date and time for receiving or opening of Bids, or both, at any time prior to the date and time established in the Notice to Bidders. Postponement notices shall be provided to Bidders in the form of addenda.

1-02.12(2) Video Conferencing

The City reserves the right to open and publicly read Bids by use of video-conferencing, such as by Microsoft Teams, Zoom or other application.

1-02.13 Irregular Bids

1. A Proposal will be considered irregular and will be rejected if:
 - a. The authorized bid form furnished by the City is not used or is altered;
 - b. The completed bid form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - c. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - d. A price per unit cannot be determined from the Bid Form;
 - e. The Bid Form is not properly executed;
 - f. The Bidder fails to submit or properly complete on the form provided by the City a Subcontractor list, if applicable, as required in these Instructions;
 - g. The Bidder fails to submit or properly complete a RCW 35.22.650 Certification, as required in these Instructions;
 - h. The Bidder fails to submit or properly complete a Non-collusion Affidavit, as required in these Instructions;
 - i. The Bid Form does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
 - a. If the Bid Form includes unit prices, the Bidder's Bid Form does not include a unit price for every Bid item;
 - b. If the Bid Form includes unit prices, any of the Bidder's unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City, as determined by the City;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Bid Form entries are not made in ink.

1-02.14 Disqualification of Bidders

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended, and noted in 1-02.1(1).

The City will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the City reserves

the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the City determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the City shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two business days of the City's determination by presenting its appeal and any additional information to the City. The City will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the City will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the City's final determination.

If the Contract Documents contain supplemental responsibility criteria, then a Bidder will be deemed not responsible if the Bidder does not meet those criteria, all as set forth in SECTION 00 2213, SUPPLEMENTAL INSTRUCTIONS TO BIDDERS.

1-02.15 Pre-Award Information

Before awarding any contract, the City may require one or more of these items or actions of the apparent lowest responsible Bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule, in a form the City requires, showing the order of and time required for the various phases of the Work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the City of Everett.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the Bidder is the lowest responsible bidder.

After Bid opening, but prior to award, the apparent successful Bidder shall, if requested by the City, attend a pre-award conference to respond to questions by the City regarding evaluation of Bids. The City will emphasize items such as insurance and bonding that will assist in prompt issuance of the Notice to Proceed. By conducting a pre-award conference, the City has not thereby waived its right to make determinations regarding responsiveness and responsibility of the Bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Bids will be evaluated by the City to determine which bid is the lowest responsive bid by a responsible bidder and which bid, if any, should be accepted in the best interest of the City. The right is reserved by the City to waive informalities in the bidding, accept a Bid of the lowest responsible Bidder, reject any or all Bids, republish the call for Bids, revise or cancel the Work, or require the Work to be done in another way if the best interest of the City is served.

Within 5 days after the opening of Bids (or such longer time as the City may grant in writing), a Bidder who wishes to claim error shall submit a notarized affidavit signed by the Bidder, accompanied by original work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The affidavit shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. The Engineer will review the certified work sheets to determine the validity of the claimed error and make recommendation to the City. If the City concurs in the claim of error, the Bidder will be relieved of responsibility, and the bid deposit of the Bidder will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or Award made to next lowest and responsive Bidder.

1-03.1(2) Preference for Resident Contractors

In accordance with RCW 39.04.380, if a Bid is received from a nonresident contractor from a state that provides a percentage bidding preference and does not have an office located in Washington, then a comparable percentage disadvantage will be applied to the Bid of that nonresident contractor.

1-03.1(3) Tie Bids

After opening Bids, if two or more lowest responsive and responsible Bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this section. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

1-03.2 Award of Contract

Within 45 days after the opening of Bids, the City will act either to accept the Bid from the lowest responsive, responsible Bidder, or to reject all Bids. The City reserves the right to request extensions of such Bid acceptance period. If the lowest responsive Bidder and the City cannot agree on an extension by the 45

day deadline, the City reserves the right to award the Contract to the next lowest responsible Bidder or reject all Bids.

The acceptance of a Bid will be evidenced by a written Notice of Award of Contract delivered in person or by certified mail to the Bidder whose Bid is accepted, together with a request to furnish a Contract Bond and evidence of insurance and to execute the Contract set forth in the Contract Documents. No Contract is formed until the Contract Execution Date.

1-03.3 Execution of Contract

Within 3 calendar days of receiving Notice of Award (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide to the City the information necessary to execute the Contract electronically. This information shall include contact information, including the full name, title, email address, and phone number for the authorized signer of the Bidder.

Successful Bidder has 14 calendar days after receiving the Notice of Award to complete the following:

- Execute the Contract upon receipt from the City's AdobeSign system.
- Submit to the City two original paper payment bonds and two paper original performance bonds submitted on forms contained in Contract Documents and fully executed, with proper power of attorney documents.
- Submit by pdf a Certificate of Insurance and additional insured endorsements in accordance with the Contract Documents.

Until the City executes a Contract, no Bid shall bind the City nor shall any Work begin within the project limits or within City-furnished sites. The Bidder shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the City.

If the Bidder experiences circumstances beyond its control that prevents return of the Contract, bonds, and insurance documents within 14-calendar days after receiving Notice of Award, the City may grant more time for return of the documents, provided the City deems the circumstances warrant it.

A Contract shall not be formed until the Contract is signed by the Mayor.

1-03.4 Contract Bonds

The Contractor shall provide a separate payment bond and performance bond, each in the amount of 100 percent of the Contract Sum and each in the form contained in the Contract Documents. The bonds must be accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

1-03.5 Failure to Execute Contract

Failure to return the insurance certification and bonds with the signed Contract as required in these Instructions, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington shall result in forfeiture of the bid bond or deposit of this Bidder. If this should occur, the City may then Award the Contract to the second lowest responsible Bidder or reject all remaining Bids.

If the second lowest responsible Bidder fails to return the required documents as stated above within the time provided after Award, the Contract may then be Awarded successively in a like manner to the remaining lowest responsible Bidders until the above requirements are met or the remaining Bid are rejected.

In addition, failure to have or obtain a City of Everett business license prior to executing the Contract, unless immediately cured by Bidder after notice from the City, shall result in forfeiture of the proposal bond or deposit of this Bidder.

1-03.6 Return of Bid Deposit

When Bids have been examined and corrected as necessary, proposal bonds and deposits accompanying Bids ineligible for further consideration will be returned. All other proposal bonds and deposits will be held until the Contract has been properly executed. When the Contract has been properly executed, all remaining deposits or bonds, except those subject to forfeiture, will be returned.

Within 15 calendar days after the Bids are opened, the City will return the bid deposit accompanying the Bids that are not to be considered in making the Award.

1-03.7 Judicial Review

All protests by Bidders must be in accordance with Chapter 3.46 of the Everett Municipal Code, "Bid Protest Procedures."

The exclusive venue of all lawsuits shall be in Snohomish County Superior Court.

OTHER MATTERS

Time of Completion

The Contractor shall complete the Work on or before the date or dates specified in Section 00 5213 -AGREEMENT FORM

Equal Employment Opportunity

The Contractor will be required to assure that equal employment opportunities will be in effect to all individuals throughout the duration of this Contract, pursuant to SECTION 00 7200, Part 7 "Labor Standards," of the Contract Documents. The Contractor must comply with all local, State and Federal laws pertaining to non-discrimination and equal employment opportunity.

Sales Tax

The Washington State Department of Revenue has issued special rules on the State sales tax. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability. The Contractor shall not include State retail sales taxes in the unit bid prices. A separate line item for applying State retail sales tax is provided in the Bid Form.

Limitations Regarding Contractor's Claim for Damages

Bidders should review the Contract Documents regarding limitations on claims for damages.

Delays and Interference

Bidders should review the Contract Documents regarding delays and interference.

Business License

A City of Everett business license is required for the Contractor and Subcontractors performing Work on this Project.

BIDDER'S CHECKLIST

Forms for Submission with the Bid

The Bidder's attention is especially called to the following forms that must be executed in full as required and submitted with the Bid.

1. Bid Form: Show the lump sum and unit price items in the spaces provided on the Bid Form. To be filled in and signed by the Bidder
2. Subcontractors Form: To be filled in by the Bidder, if required by these Instructions.
3. Bid Security: This form is to be executed by the Bidder and the surety company unless Bid is accompanied by a certified or cashier's check, as required by these instructions. The amount of the bond or cashier's check, which shall be not less than five percent of the Total Bid Amount, may be shown in dollars or on a percentage basis.
4. RCW 35.22.650 Certification: To be filled in and signed by the Bidder.
5. Non-Collusion Affidavit: To be signed, notarized and submitted with the Bid.

Failure to complete and fully execute the aforementioned forms and to submit them with the Bid may result in rejection of Bid.

Forms for Submission after Award of Contract

The following forms are to be executed after the award of Contract:

1. Contract: This Contract to be executed by the successful Bidder with the City's AdobeSign system within 14 calendar days after the award date.
2. Payment and Performance Bonds: These forms are to be executed by the successful Bidder and the Bidder's surety company. The amount of these bonds shall be 100 percent of the Total Bid and shall be submitted with the Contract.
3. Proof of Insurance: Insurance certificates and endorsements shall be obtained and maintained in force in accordance with SECTION 00 7200, Part 15 "Liability and Insurance", of the Contract Documents.
4. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
5. Statement of Intent to Pay Prevailing Wage (L&I Form F700-029-000) and Affidavit of Wages Paid (F700-007-000) from the Contractor, Subcontractor and agents to the Subcontractor shall be submitted to the Employment Standards Division, State Department of Labor and Industries, Olympia, Washington. If the prime contract is over \$1,000,000, then Contractor also needs to submit L&I Form F700-164-000 (Affidavit of Wages Paid EHB 2805 Addendum).

6. Weekly Statement with Respect to Payment of Wages (U.S. Dept of Labor Form WH347): Contractors, Subcontractors, and agents to Subcontractors using Payroll Form WH347 may use State of Compliance found on the back of the form.
7. Weekly Statement of Compliance (U.S. Dept of Labor Form WH348). Contractors, Subcontractors, or agents to Subcontractors not using Payroll Form WH347 shall attach the Statement of Compliance Form WH348 to each payroll.
8. Approval of Subcontractors: Contractors shall request approval of Subcontractors on a form provided by the City prior to their working on the Site.
9. Construction Progress Schedule: To be submitted as required by Section 00 7200, Part 5 "Progress and Completion", of the Contract Documents by the Contractor within ten calendar days, or such time as determined by the City, after the date of receipt of Notice to Proceed.
10. Traffic Control Plan: Standard Traffic Control Plans are included in the City's Design and Construction Standards. If, and to the extent, such plans are not sufficient, complete or adequate to support the Bidder's planned means and methods of performing the Work, the Bidder must develop an adequate, complete and sufficient traffic control plan at its cost, that shall be submitted for the City's approval prior to construction. Deviation from the Standard Plans must be submitted by the Contractor and approved by the City prior to construction.
11. Disposal Sites: Provide the City with the location of all disposal sites to be used, and also provide copies of the permits and approvals for such disposal sites. The Contractor shall provide the City with copies of all permits for disposal and storage of surplus materials within ten calendar days after award of the Contract.

END OF SECTION 00 2113

SECTION 00 5213 - AGREEMENT FORM

CONTRACT

THIS CONTRACT is made and entered into by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and _____, (the "**Contractor**").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and/or appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled:

"_____" (the "**Project**").

1. **Contract Documents.** The "Contract Documents" are defined in the General Conditions. The Contract Documents are part of this Contract and are hereby incorporated by reference. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents. A copy of the Contract Documents that were posted for the Project on Builder's Exchange of Washington (www.bxwa.com) as of Bid Opening Date is maintained by the City Clerk's Office as a single pdf and is available as follows:

Link to PDF	
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Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

2. **Contract Time.** Substantial Completion of the Work shall be achieved within sixty (60) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within Thirty (30) calendar days after the actual date of issuance of Substantial Completion.
3. **Liquidated Damages.** The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the Work in all respects and have it ready for use by the Substantial and Physical Completion dates stated above. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

4. Contract Sum. The Contract Sum of this Contract is:

+ WA Sales Tax (as applicable)	
Contract Sum	

This is based on the proposal/bid submitted by Contractor dated _____, a copy of which is attached hereto.

The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Sum stated herein and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Sum stated herein, unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

6. Compliance with Employment and Wage Laws. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

7. RCW 35.33.650. Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term “minority business” means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification.

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 8 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

9. Insurance. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a

material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

10 Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

8.Repair of Damage. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

9.Pre-Bid Inspection and 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: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

10. Headings for Convenience Only. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

11.Effective Date/Counterparts/Signature. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original. This Contract may be signed with AbodeSign, and any such signature is fully binding.

[Remainder of Page Intentionally Left Blank]

CITY OF EVERETT
WASHINGTON

By: _____

Cassie Franklin, Mayor

ATTEST: _____

Date

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
(9.6.23)

CONTRACTOR:

Corporation
Limited Liability
Company
Partnership

[Contractor's Complete Legal Name]

By: _____
Signature

Typed/Printed Name of Signer: _____

Title of Signer: _____

Date: _____

Sole Proprietorship

[Typed/Printed Name]

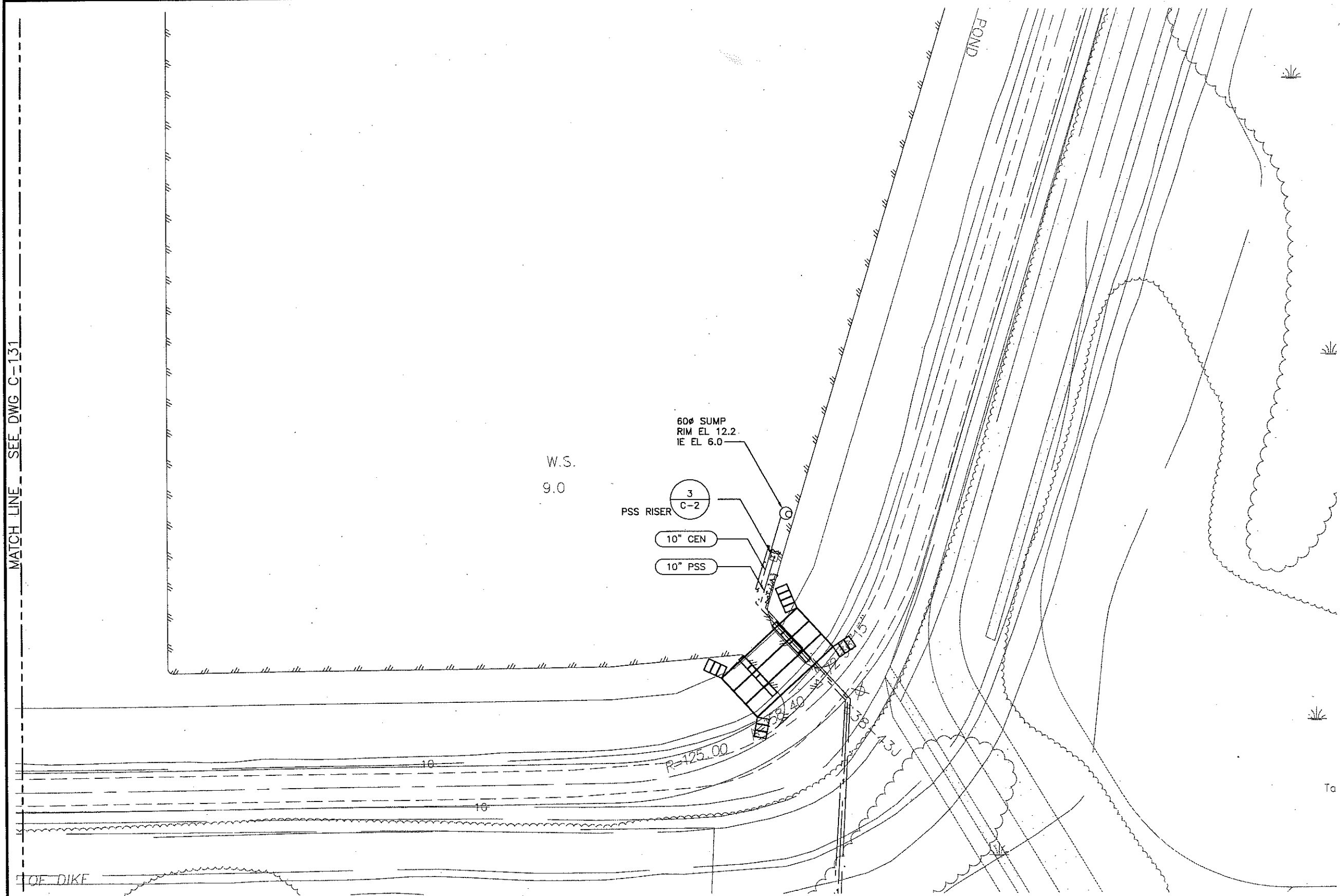
Signature

Date: _____

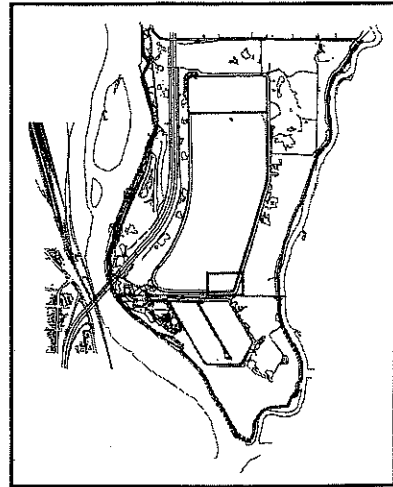
END OF SECTION 00 5213

Path: P:\24945\24945-C-Civil\24945-C-130 Plot date: Jul 24, 2007-03:57:06pm CAD User: jmillar

MATCH LINE SEE DWG C-131



PLAN
SCALE: 1"=20'

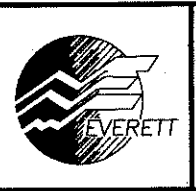


KEY PLAN
SCALE: 1"=2000'

NO.	DATE	BY	REVISION

RECORD DRAWING
JULY 2007
THIS RECORD DRAWING WAS
PREPARED USING
INFORMATION REPORTED TO
BROWN AND CALDWELL AND
CONTAINS ONLY THE
STANDARD AND CUSTOMARY
LEVEL OF DETAIL. THIS
DRAWING CANNOT BE
RELIED UPON AS AN EXACT
REPRESENTATION OF
ACTUAL CONDITIONS.

Drawn By:
M. Chastain
Designed By:
J. Rundall
Checked By:
J. Rundall
W.O. No.:
UP-2993-40
Date:
02-10-05

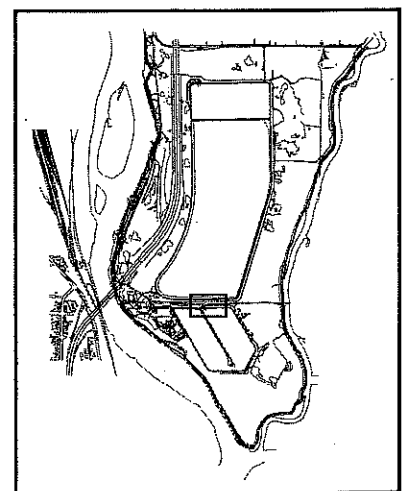


CITY OF EVERETT
PUBLIC WORKS DEPARTMENT

WATER POLLUTION CONTROL
FACILITY EXPANSION, PHASE A
BROWN AND CALDWELL

CIVIL
YARD PIPING AND UTILITIES
SITE PLAN-10

Drawing No.
C-130
Sheet No.
76
Of Total



 **KEY PLAN**
SCALE: 1"=2000'

[illegible]

RECORD DRAWING
JULY 2007
THIS RECORD DRAWING WAS
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INFORMATION REPORTED TO
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CONTAINS ONLY THE
STANDARD AND CUSTOMARY
LEVEL OF DETAIL. THIS
DRAWING CANNOT BE
RELIED UPON AS AN EXACT
REPRESENTATION OF
ACTUAL CONDITIONS.



Drawn By:	M. Chastain
Designed By:	J. Rundall
Checked By:	J. Rundall
W.D. No.:	UO-2993-40
Date:	02-10-05



BROWN AND CALDWELL

CIVIL
YARD PIPING AND UTILITIES
SITE PLAN-11

Drawing No.
C-131
Sheet No.
77
Of Total

 <p>American Process Group</p> <p>Geof Schutz Project Manager</p> <p>946 Boulder Boulevard Stony Plain, AB T7Z 0E6</p> <p>Toll Free: 866.960.1480 Direct: 780.823.1252 Phone: 780.963.1484 Ext. 226</p>		<p>6135 Industrial Drive Geismar, LA. 70734</p> <p>Matt Brown p: 225.647.3565 f: 225.647.3566 c: 225-571-4482 mbrown@spectrumwater.com</p>	
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gschutz@amprocessgroup.com
www.amprocessgroup.com

Toll Free: 866.960.1480
Direct: 780.823.1252
Phone: 780.963.1484 Ext: 236
Cell: 780.975.7741

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p: 225.647.3565
f: 225.647.3566
c: 225-571-4482
mbrown@spectrumwater.com



2023 WPCF Biosolids Removal Project Walk Through November 26th, 2023

[illegible]

**2024 WPCF Biosolids Removal
Pre-Bid Walk Agenda
10:30 a.m. 9/21 & 9/26**

1. Greetings
 - a. Contractor Sign In
 - b. Introductions
2. City Team Members
 - a. Project Manager –Joseph Ferguson
(jferguson@everettwa.gov, 425-257-6789)
 - b. WPCF Plant Manager – John Smit
 - c. WPCF Senior Wastewater Operator – Eddie Jones
3. Project Overview
 - a. Work Area
 - i. Decontamination
 - ii. Dredging – Aeration Cell #2 (see map)
 - iii. Solids handling - Biosolids Pad
 - iv. Centrate – will be returned to Aeration Cell #1 via centrate return line.
 - v. Water
 1. The Biosolids Pad has potable (2) water available. Contractor is responsible for determining if this water source is adequate for their operational needs. Any additional water use shall be the responsibility of the contractor.
 2. The City has non-potable (3) water at the WPCF site for wash down and site cleaning.
 - vi. Power
 1. City has provided 1200-amp 3-phase power to the Biosolids Pad. Electrical power is available via three 300 amp and one 150 amp terminals. Quick disconnects and ground fault protection are not provided. Any additional electrical power needs shall be the responsibility of Contractor.
 2. Contractor is responsible for providing licensed and qualified personnel to connect to power as well as all necessary equipment.
 3. All lighting must be provided by the Contractor as necessary.
 - vii. Contractor must provide temporary restroom facilities

- b. Access
 - i. Access site through Biosolids gate
 - ii. Daily sign in at WPCF Main building
 - iii. Contractor to secure gate at end of day
 - iv. Contractors will be sharing the use of pad and the scale
 - v. Work site available between 6:00 – 10:30 seven days a week
 - 1. Noise Ordinance - 7:00 AM to 10:00 PM on weekdays, 8:00 AM to 6:00 PM on weekends and state holidays
 - c. Schedule
 - i. Bid Opening – October 10, 2023
 - ii. Anticipated Notice to Proceed – Early January
 - d. Bid Documents
 - i. Bid Form – Payment is for dry tons
 - 1. Each truckload shall be sampled (3 grabs) by the contractor to verify the minimum TS of 28% to be eligible for payment
 - ii. Decontamination – pressure wash with hot water all equipment that will come in contact with the Ox Pond
4. Questions?
- a. Email additional questions to Joseph Ferguson
5. Site Visit/Sampling