

CITY OF EVERETT, WASHINGTON

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 Colacurcio Brothers, Inc. (“**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 appurtenances in accordance with the Specifications and Plans and all other Contract Documents entitled: “Everett Mall Bus Platform” (the “**Project**”).

1. Contract Documents. This Contract is the written agreement signed between the City and Contractor and includes Division C – CONTRACT, Division P - PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project, all of which are referred to as the “Contract Documents” and all of which are hereby incorporated by reference. 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	https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1845588&searchid=880b19e2-6ffe-4012-b06d-5e4bba37ff08&dbid=0
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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 shall be achieved within One Hundred (100) working days after the effective date of the Notice to Proceed. Physical completion shall be within Fifteen (15) working 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 completion date stated. 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 as computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, for each and every working day required to accomplish substantial completion of the work in excess of the period established above for substantial completion. For overruns in contract time occurring after the physical completion date, liquidated damages shall be assessed at the rate computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, until the work is physically complete.

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

Contract Sum	\$1,992,715.50
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This is based on the proposal/bid submitted by Contractor dated February 18, 2025. A copy of such proposal/bid 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.

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. Vacant

8. Indemnification.

- A.** Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out of 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.

11. 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.

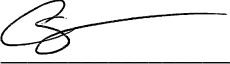
12. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, 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.

13. 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.

14. 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. This Contract may be signed with AdobeSign, and any such signature is fully binding.


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**CITY OF EVERETT
WASHINGTON**

By: 
Cassie Franklin, Mayor

05/02/2025
Date

ATTEST:


Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY
ATTORNEY
OCTOBER 31, 2023

CONTRACTOR:

COLACURCIO BROTHERS, INC.

BY: *Daniel Colacurcio*

Typed/Printed Name of Signer: Daniel Colacurcio

Title of Signer: Vice President of Civil Operations

Date: 04/04/2025

ATTACHMENT TO CONTRACT

PROPOSAL

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**DIVISION P - PROPOSAL
CITY OF EVERETT, WASHINGTON
EVERETT MALL BUS PLATFORM
WORK ORDER #MALLSTN/24462**

To the City Council
Everett, Washington

The undersigned Bidder declares that it has carefully examined the Notice to Contractors and the Contract Documents (including without limitation Plans and Specifications, Standard Specifications, Special Provisions, Appendix, Proposal, and Contract) for the construction of 400 linear feet concrete transit platform, concrete pavement loading zone, HMA pavement, restroom building, and related transit center improvements, and other such Work as may be necessary, in accordance with the Contract. The undersigned Bidder declares that the Bidder has made such investigations as are necessary to determine the conditions to be encountered, and that, if this Proposal is accepted, the undersigned will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, the undersigned will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and the undersigned will furnish all labor and materials necessary to complete the Work in the manner herein specified and according to the requirements of the Engineer.

The undersigned Bidder certifies that this Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned below, and no officer or employee of the City of Everett is personally or financially interested, directly or indirectly, in the Proposal or in any purchase of or sale of any materials or supplies for the Work to which it relates, or any portion of the profits thereof.

The undersigned Bidder agrees that the undersigned will complete the Work in all respects as required by Division C, Section 2. Contract Time and that the Bidder will pay liquidated damages to the City in the amount specified in the Contract Documents.

Accompanying this Proposal is a bid bond or certified check or cashier's check in the amount of five percent (5%) of the Proposal according to the conditions of the "Notice to Contractors" and "Division 1 - General Requirements" hereby incorporated. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in the Division 1 - General Requirements hereto incorporated, within 14 calendar days after the Award Date, then the City may, at its option, determine that the undersigned has abandoned the Contract and the amount of the bid bond or certified check or cashier's check accompanying this Proposal shall be forfeited and become the property of the City of Everett, Washington.

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CITY OF EVERETT - PROPOSAL

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.

BID SCHEDULE

BIDDER: COLACURCIO BROTHERS, INC.

Item No.	Item Description	Unit	Bid Qty.	Unit Price	Total Amount
1	Mobilization	LS	1	180,000.00	180,000.00
2	Minor Changes	FA	20,000	\$1.00	\$20,000.00
3	Surveying	LS	1	18,000.00	18,000.00
4	Record Drawings	LS	1	2,000.00	2,000.00
5	Maintenance and Protection of Traffic Control	LS	1	20,000.00	20,000.00
6	SPCC Plan	LS	1	1,000.00	1,000.00
7	Temporary Construction Fencing	LF	1,210	16.00	19,360.00
8	Potholing	FA	3,500	\$1.00	\$3,500.00
9	Type B Progress Schedule - Min Bid Req - \$1,500	LS	1	1,500.00	1,500.00
10	Clearing and Grubbing	AC	0.1	80,000.00	8,000.00
11	Sawcutting Asphalt Concrete Pavement, Final Joint Cut up to 6-inch	LF	1,075	6.50	6,987.50
12	Sawcutting Concrete Curb, Gutter and Sidewalk	LF	65	16.00	1,040.00
13	Removing Cement Concrete Extruded Curb	LF	836	3.00	2,508.00
14	Removing Asphalt Concrete Pavement	SY	3,090	16.00	49,440.00
15	Roadway Excavation Incl. Haul	CY	1,133	40.00	45,320.00
16	Gravel Borrow	TN	121	54.00	6,534.00
17	Site Grading	LS	1	8,000.00	8,000.00
18	Crushed Surfacing Base Course	TN	840	50.00	42,000.00
19	Crushed Surfacing Top Course	TN	30	60.00	1,800.00
20	HMA CL. 1/2-inch PG 58H-22	TN	310	170.00	52,700.00
21	HMA CL. 1/2 inch PG 64H-22 for Pavement Repair	TN	50	280.00	14,000.00
22	Cement Concrete Pavement (12-inch Thick)	SY	1,256	190.00	238,640.00
23	Transit Shelter	EA	4	15,000.00	60,000.00
24	Restroom Building Complete	LS	1	730,000.00	730,000.00
25	Corporation Stop w/ Service Saddle, 3/4-inch	EA	2	500.00	1,000.00
26	Assist COE in Connecting to Existing Watermain	EA	2	2,800.00	5,600.00
27	Double Check Valve Assembly, 3/4-inch	EA	2	2,400.00	4,800.00
28	Water Service Connection, 3/4-in.	EA	2	7,000.00	14,000.00
29	Side Sewer - 4-inch. Diam PVC	LF	8	900.00	7,200.00
30	Storm Drainpipe, 8-inch Diam.	LF	87	140.00	12,180.00
31	Testing Storm Sewer Pipe	LF	87	10.00	870.00
32	Structure Excavation Cl. B Including Haul	CY	9	90.00	810.00
33	Catch Basin - Type 2 - 48- inch Diam.	EA	1	9,000.00	9,000.00
34	Clean Out - Type 2 with Cast Iron Bolted Ring and Cover	EA	1	1,500.00	1,500.00
35	Trench Excavation Safety Systems	LS	1	500.00	500.00

CITY OF EVERETT - PROPOSAL

Item No.	Item Description	Unit	Bld Qty.	Unit Price	Total Amount
36	Street Cleaning and Sweeping	HR	80	100.00	8,000.00
37	Erosion/Water Pollution Control	LS	1	2,000.00	2,000.00
38	Inlet Protection	EA	2	60.00	120.00
39	Topsoil Type A	CY	155	60.00	9,300.00
40	Compost	CY	5	70.00	350.00
41	Mulch	CY	10	65.00	650.00
42	PSIPE Plantings	LS	1	5,000.00	5,000.00
43	Root Barrier	LF	270	20.00	5,400.00
44	Irrigation System Complete	LS	1	11,000.00	11,000.00
45	4-inch Irrigation Casing PVC Sch 80	LF	295	27.00	7,965.00
46	Cement Concrete Seat Wall	LF	60	430.00	25,800.00
47	Cement Concrete Sidewalk – 4-inch Thickness	SY	767	95.00	72,865.00
48	Cement Concrete Curb & Gutter, Type A-1	LF	494	56.00	27,664.00
49	Cement Concrete Pedestrian Curb	LF	27	64.00	1,728.00
50	Cement Concrete Curb, Type E-1	LF	52	65.00	3,380.00
51	Integral Cement Concrete Curb	LF	367	40.00	14,680.00
52	Cement Concrete Curb Ramp	EA	2	4,000.00	8,000.00
53	Permanent Signing	LS	1	4,500.00	4,500.00
54	Detectable Truncated Dome Warning Strip	SF	535	40.00	21,400.00
55	Transit Bay Flag Posts & Foundation	EA	5	1,000.00	5,000.00
56	Transit Shelter Bench	EA	4	1,300.00	5,200.00
57	Kiosk Foundation & Installation	LS	1	2,800.00	2,800.00
58	Big Bally Solar Garbage Compactor	EA	2	6,000.00	12,000.00
59	Bike Rack	EA	6	1,000.00	6,000.00
60	Painted Double Yellow Line	LF	370	5.00	1,850.00
61	Plastic Stop Line	LF	94	21.00	1,974.00
62	Plastic Crosswalk Line	SF	100	21.00	2,100.00
63	Conduit Pipe 2-inch Diam.	LF	350	35.00	12,250.00
64	Conduit Pipe 4-inch Diam.	LF	350	37.00	12,950.00
65	Security Camera System Complete	LS	1	40,000.00	40,000.00
66	PUD Service Connection, Transformer and Connection to the Building	LS	1	50,000.00	50,000.00
67	Communication Utility Connections	LS	1	15,000.00	15,000.00
TOTAL AMOUNT BID				1,992,715.50	

The work is subject to State Sales Tax – Rule 171. The bidder shall include Washington State Retail Sales Tax on the individual unit prices.

PROPOSAL SIGNATURE SHEET

The undersigned Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work as either increased or decreased in accordance with the provisions of the Contract Documents and at the unit prices bid in the Bid Schedule, unless such schedule designates lump sum bids, or force account items.

The full names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

Name	Title	Address
DANIEL N COLACURCIO JR	PRESIDENT	3287 H ST RD, BLAINE WA 98230
CHRIS COLACURCIO	SEC/TREAS	3287 H ST RD, BLAINE WA 98230

Bidder acknowledges receipt of Addenda N/A
through N/A

Bidder has reviewed the insurance provisions of the Contract and hereby certifies that coverage will be provided as required. ☒ Yes ☐ No

In preparing this Bid, Bidder is especially directed to consider [1-07.1(7) NOISE, 1-07.23(1) CONSTRUCTION UNDER TRAFFIC, 1-08.4(2) SPECIAL CONSTRUCTION CONSTRAINTS], which contain information that must be taken into consideration when preparing this bid. This notice is only a convenience to the Bidder during bidding and in no way relieves the Bidder from fully reading and taking into account all Contract Documents when preparing its Bid.

The undersigned Bidder 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 hereby declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.

Name of Bidder: COLACURCIO BROTHERS, INC.

State of Washington Contractor's License No. COLACBI150P8

Signature of Bidder's Authorized Agent:  CHRIS COLACURCIO, SEC/TREAS

City and State Where Signed: BLAINE, WA

Email Address of Bidder's Authorized Agent: C.COLACURCIO@COLACURCIOBROTHERS.COM

This email address may be used by the City to provide notice of any kind to the Bidder. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

Dated at: BLAINE, WA

Date: 2/18/25

SUBCONTRACTORS FORM

1. For heating, ventilation, 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 scope of 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 nonresponsive and void if:**
 - A. For heating, ventilation, air conditioning, plumbing, electrical, 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 and air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors applies only to proposed heating, ventilation and 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, 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.

Type/Scope of Work	Name and Address of Subcontractor Or Bidder
HEATING Subcontractor, bidder or "no work" MUST be stated	DB Solutions 2100 190th St SW Ste 122 Lynnwood WA 98036
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" MUST be stated	DB Solutions 2100 190th St SW Ste 122 Lynnwood WA 98036
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" MUST be stated	SLATTZ Plumbing 23716 S Bassett Rd Sedro Woolley WA 98284
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" MUST be stated	Service Electric 1415 Fifth St Bryn Mawr WA 98291
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" MUST be stated	Colacurcio Brothers 3287 H Street RD Blaine, WA 98230
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	Colacurcio Brothers 3287 H Street RD Blaine, WA 98230

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 [yes or no]

II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: 5 [state estimated percentage]

Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 0 [state estimated percentage]

III. 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*
O Bunco Engineering	33650 40th Avenue Ste 102 Federal Way WA 98003	Surveying	D3140016030
Salinas Construction	7804 40th Avenue Mukilton WA 98275	Concrete	DSM0022245 MSM0901688
Belarde Company	PO Box 684 Woodinville WA 98022	Concrete	DSM0016842
Electric West	817 N 6th St Ste B Mt Vernon WA 98273	Electric	DSM0010152 MSM0016152
Custom Concrete Contracting Inc	4200 Meridian St Suite 104 Bellingham, WA 98226	Concrete	D4M0021302 W4M0021302

*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: 2/18/25
CHRIS COLACURCIO, SEC/TREAS

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss
 COUNTY OF SNOHOMISH)

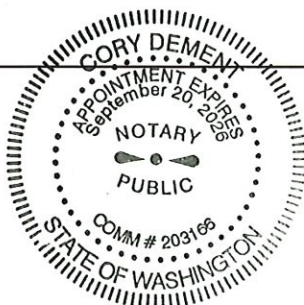
The Undersigned, being first duly sworn, on oath says that the Bid above submitted is a genuine and not a sham of collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the Bidder has not directly or indirectly induced or solicited any Bidder on the above Work or supplies to put in a sham bid, or any 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.

COLACURCIO BROTHERS, INC.

FIRM NAME


 AUTHORIZED SIGNATURE
 CHRIS COLACURCIO, SEC/TREAS

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18 DAY OF FEBRUARY, 2025.




 NOTARY PUBLIC IN AND FOR THE STATE OF
 WASHINGTON, RESIDING AT Lynden
 MY COMMISSION EXPIRES: 9/20/26

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.


The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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BID DEPOSIT

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

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



Signature

BID BOND

Bond No. N/A

Project: Everett Mall Bus Platform

W.O. #: MALLSTN/24462

KNOW ALL MEN BY THESE PRESENTS,
that Colacurcio Brothers, Inc. [Contractor], a
corporation organized under the laws of the State of Washington, and
registered to do business in the State of Washington as a contractor, as Principal,
and
Fidelity and Deposit Company of Maryland [Surety], a
corporation organized under the laws of the State of Illinois 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 Five Percent (5%) of the total amount bid and /100's
Dollars (\$ 5% ---), 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.

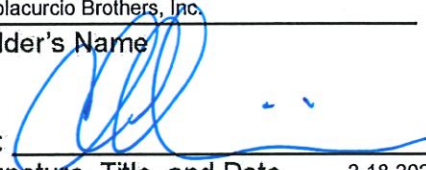

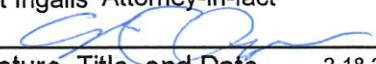
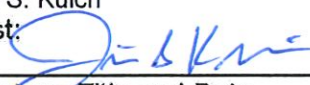
NOW, THEREFORE, the condition of this obligation is such that the Surety is held
and bound to the City to pay and forfeit to the City the amount of this bond as
provided herein, upon the conditions contained herein, unless the conditions for
release contained herein are satisfied or expressly waived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

It is expressly understood and agreed that:

1. 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.

2. 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.
3. This obligation shall be null and void if:
 - 3.1. 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 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
 - 3.2. All bids are rejected by City, or
4. 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.
5. 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 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.
6. 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.
7. 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.
8. Notice required hereunder shall be in writing sent to Bidder and Surety. 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.
9. 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.
10. 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.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

CITY OF EVERETT - PROPOSAL

<p>BIDDER</p> <p>Colacurcio Brothers, Inc.</p> <p>Bidder's Name _____</p> <p>By: </p> <p>Signature, Title, and Date _____ 2-18-2025 CHRIS COLACURCIO, SEC/TREAS.</p> <p>Address: 3287 H Street Road Blaine, WA 98230</p> <p>Attest: </p> <p>Signature, Title and Date _____ 2-18-2025 SHANNON VANDERKAMP, VP Human Resources</p>	<p>SURETY</p> <p>Fidelity and Deposit Company of Maryland (seal)</p> <p>Surety's Name and Corporate Seal _____</p> <p>Grant Ingalls Attorney-in-fact</p> <p>By: </p> <p>Signature, Title, and Date _____ 2-18-2025</p> <p>Address: 12100 NE 195th Street Suite 200, Bothell, WA 98011</p> <p>Jim S. Kuich</p> <p>Attest: </p> <p>Signature, Title and Date _____ 2-18-2025</p>
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**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jim W. DOYLE, Natalie C. CHAU, Steven M. WAGNER, Michael A. MURPHY, Chad M. EPPLER, S.M. SCOTT, Andy D. PRILL, Heather L. ALLEN, Dana BROWN, Theresa A. LAMB, Jim S. KUICH, Emma C. DOLESHEL, Adam HOWARD, Grant INGALLS, of Bothell, Washington, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of January, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A handwritten signature in black ink, appearing to read 'Chris Nolan', is written over a horizontal line.

By: Christopher Nolan
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 10th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

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CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the five-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

COLACURCIO BROTHERS, INC.

Bidder's Business Name

Signature of Authorized Official*

CHRIS COLACURCIO

Printed Name

SEC/TREAS

Title

2/18/25

Date

BLAINE

City

WA

State

Check One:

Sole Proprietorship ☐

Partnership ☐

Joint Venture ☐

Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

WASHINGTON STATE

If a co-partnership, give firm name under which business is transacted:

**If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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Phone: 360-332-4044
Fax: 360-332-5079

EVIDENCE OF AUTHORITY TO SIGN

This is evidence of authorization for Chris Colacurcio to sign on behalf of the Board of Directors of Colacurcio Brothers, Inc. and to execute this bid document for: EVERETT MALL BUS PLATFORM WO NO - MALLSTN/24462.

A handwritten signature in blue ink, appearing to read "Dan Colacurcio", is written over a horizontal line. The signature is stylized with loops and a long horizontal stroke extending to the right.

Dan Colacurcio, President

DIVISION B
BID ITEM DESCRIPTIONS

CITY OF EVERETT – BID ITEM DESCRIPTIONS

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DIVISION B - BID ITEM DESCRIPTIONS

Bid Item 1 - Mobilization

Measurement and Payment: Lump Sum (LS)

The lump sum bid for mobilization shall constitute complete compensation for all of Contractor's preconstruction costs of preparatory work and operations including, but not limited to, those necessary for the movement of the Contractor's personnel, equipment, supplies and incidentals to the Project; for the establishment of its offices, buildings and other facilities necessary for Work on this Project; for premiums on bonds and insurance for the Project, and for Work and operations that the Contractor must perform or costs it must incur before beginning production work on the various items on the Project. Mobilization also includes, but is not limited to, posting construction identification signs, securing permits, establishing safety and security measures, preparing a traffic control plan(s), preconstruction photographs, developing a Schedule of Values for lump sum bid items, submitting the project schedule and providing product and material submittals, and posting of notices and jobsite posters as required by WSDOT 1-07.9(2). Also include mobilization costs for all subcontracted work along with all costs for utility coordination noted on the Plans and in the Specifications.

Items not included in this item include, but are not limited to:

- (a) Work covered by a specific bid item or Work that is to be included in a bid item or items.
- (b) Profit, interest on borrowed money, overhead or management costs.

Partial payments will be made for the lump sum contract price for "Mobilization" as follows:

- (a) When 5% of the total original contract amount is earned from other bid items, 50% of the amount bid for mobilization, or 5% of the total original contract amount, whichever is the least, will be paid.
- (b) When 10% of the total original contract amount is earned from other bid items, 100% of the amount bid for mobilization, or 10% of the total contract amount, whichever is the least, will be paid.

Upon substantial completion, payment of any amount bid for mobilization in excess of 10% of the total original contract amount will be paid.

Bid Item 2 - Minor Changes

Measurement and Payment: Force Account (FA)

Payments for credits will be determined in accordance with Section 1-09.4. For the purpose of providing a common Proposal for all Bidders, The Contracting Agency has entered an amount for "Minor Changes" in the Proposal to become a part of the total Bid by the Contractor.

Bid Item 3 - Surveying

Measurement and Payment: Lump Sum (LS)

The lump sum bid for surveying includes, but is not limited to, all costs associated with furnishing all labor, tools, survey instruments, materials, and other equipment necessary for the setting and monitoring the location, elevation, alignment and grade of the Work as specified in 1-05.4 CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES and the Plans.

The lump sum bid item also includes, but is not limited to, all costs associated with furnishing all labor, tools, survey instruments, materials and other equipment necessary for verifying the rim and invert elevations, prior to construction, of all existing manholes and pipes where connections are to be made.

The lump sum bid also includes, but is not limited to, all costs associated with furnishing all labor, tools, survey instruments, materials and other equipment necessary for obtaining the "as constructed" location and elevations of the Work, in particular, sewer pipe invert elevations and other information necessary for production of the Record Drawing (As Constructed) documents meeting the requirements defined in RECORD DRAWINGS of these Special Provisions.

Partial payments will be made for the lump sum contract price for "Surveying" as follows:

- (a) When 10% of the total original contract amount is earned from other bid items, 50% of the amount bid for surveying will be paid.
- (b) When redlines are received for preparing RECORD DRAWINGS, including all information described above, 100% of the amount bid for surveying will be paid.

Bid Item 4 - Record Drawings

Measurement and Payment: Lump Sum (LS)

The lump sum bid for record drawings will be made to the Contractor at the end of the contract once record drawings in PDF and in CAD format have been submitted to the Contracting Agency for review and approval. Contractor is also required to provide redlines of any construction changes to the Contracting Agency on a monthly basis at time of their submitting monthly pay application request. Monthly pay applications will not be approved for payment without receipt of redline construction changes and other required documentation.

Bid Item 5 - Maintenance and Protection of Traffic Control

Measurement and Payment: Lump Sum (LS)

Measurement for Maintenance and Protection of Traffic Control shall be the ratio of the number of working days completed to the total number of working days authorized in the Contract.

This lump sum bid item includes the maintenance and protection of traffic control materials, tools, and equipment necessary to accomplish the Work in accordance with 1-10.3(2) MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL, including yet not limited to, signs, barricades, cones, flashers, reader boards, and temporary pavement markings. This Lump Sum bid item shall also include all Traffic Control labor, Flagging labor and spotter labor costs.

Bid Item 6 - SPCC Plan

Measurement and Payment: Lump Sum (LS)

The lump sum bid for the Spill Prevention, Control and Countermeasures (SPCC) Plan includes, but is not limited to, all costs associated with complying with the requirements of Section 1-07.15(1) of the Standard Specification.

Bid Item 7 - Temporary Construction Fencing

Measurement and Payment: Linear Foot (LF)

The measurement and payment per linear foot of "Temporary Construction Fencing" will be made for providing and or renting, delivering, installing, maintaining and removing at end of project "Temporary Construction Fencing" around the work site and designate material laydown space.

Bid Item 8 - Potholing

Measurement and Payment: Force Account (FA)

The Potholing Force Account bid item will be measured and paid for per the Standards Specification Section 1-09.6.

Bid Item 9 - Type B Progress Schedule – Min Bid Req - \$1,500

Measurement and Payment: Lump Sum (LS)

The lump sum bid for Type B Progress Schedule includes, but is not limited to, all costs associated with complying with the requirements of Section 1-08.3(2)B of the Standard Specification. At a minimum, the Contractor will place a bid of \$1,500 or include a bid greater bid amount.

Bid Item 10 - Clearing and Grubbing

Measurement and Payment: Acre (AC)

The measurement and payment for the clearing of landscape islands will be by the Acre (AC) for clearing, grubbing, removal and disposal of landscaping materials within existing landscaped island that have been designated to be removed and will be performed in conformance with Section 2-01 of the Standard Specifications:

Bid Item 11 - Sawcutting Asphalt Concrete Pavement, Final Joint Cut up to 6-inch.

Measurement and Payment: Linear Foot (LF)

Measurement for saw-cutting will be per linear foot along the true length of the surface cut.

The unit price per lineal foot for the final Sawcutting of Asphalt Concrete Pavement, up to 6-inch thickness, shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the Work as specified in Section 2-02.3(3)B1 of Special Provisions and as shown on the Plans. The unit price per lineal foot for the final sawcutting of asphalt concrete pavement, up to 6-inch thickness includes, but is not limited to, the sawcutting necessary for the final joint between existing pavement and permanent HMA pavement.

Include cost of cleanup by vacuum collection and disposal of the cuttings slurry with this bid item as there will be no separate payment for cleanup.

Bid Item 12 - Sawcutting Concrete Curb, Gutter and Sidewalk

Measurement and Payment: Linear Foot (LF)

Measurement for sawcutting will be per linear foot along the true length of the surface cut.

The unit price per lineal foot for the final Sawcutting of Concrete Curb, Gutter and Sidewalk, shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the Work as specified in Section 2-02.3(3)C1 of these Special

Provisions and as shown on the Plans. The unit price per lineal foot for the final sawcutting of concrete curb, gutter and sidewalk includes, but is not limited to, the sawcutting necessary for the final joint between existing concrete sidewalk or curb and permanent concrete repair.

Include cost of cleanup by vacuum collection and disposal of the cutting's slurry with this bid item as there will be no separate payment for cleanup.

Bid Item 13 - Removing Cement Concrete Extruded Curb

Measurement and Payment: Linear Foot (LF)

The measurement and payment for the Removing Cement Concrete Extruded Curb shall be for the removal of and disposal of existing Cement Concrete Extruded Curb per linear foot in accordance with Specification 2-02 of the Standard Specifications.

Bid Item 14 - Removing Asphalt Concrete Pavement

Measurement and Payment: Square Yard (SY)

The measurement and payment for the Removing Asphalt Concrete Pavement shall be for the removal of and disposal of existing Asphalt Concrete Pavement with a thickness of up to six inches per Square Yard in accordance with Specification 2-02 of the Standard Specifications.

Bid Item 15 - Roadway Excavation Incl. Haul

Measurement and Payment: Cubic Yard (CY)

The measurement and payment for Roadway Excavation Incl. Haul shall be for removing excavated materials, hauling off site and disposing of per cubic yard in accordance with Specification 2-03 of the Standard Specifications.

Bid Item 16 - Gravel Borrow

Measurement and Payment: (TON)

Measurement for Gravel Borrow shall be by the ton, recorded on certified weight tickets in accordance with 1-09.2 WEIGHING EQUIPMENT, and placed within the limits of dimensions defined in the Work, descriptions for other bid items, shown on the Plans, or COE Standard Drawings, or as otherwise approved by the Engineer.

Measurement for gravel borrow shall be limited to maximum trench widths defined in the work descriptions for other bid items.

The unit price per ton, based on certified weight tickets, for gravel borrow shall be full compensation for all labor, material, tools and equipment necessary to furnish imported gravel borrow for trench backfill where Engineer has determined native soils are not suitable for backfill, and other Work as required, from a Contractor-supplied source in accordance with 2-03.3(14)J of the Standard Specifications and these Special Provisions.

The unit price for gravel borrow shall include all costs of furnishing, hauling, stockpiling, placing, grading and compacting the material in place.

The unit price for this bid item includes all costs for removing, loading and disposing of displaced unsuitable material, including haul.

Bid Item 17 - Site Grading

Measurement and Payment: Lump Sum (LS)

No specific unit of measurement will be made for Site Grading, which consists of rough grading, smoothing and compacting the limits of the site to receive specified roadway, sidewalk and bus platform building materials.

Bid Item 18 - Crushed Surfacing Base Course

Measurement and Payment: TON

Measurement for Crushed Surfacing Base Course will be by the ton as recorded on certified weight tickets in accordance with 1-09.2 WEIGHING EQUIPMENT and limited to dimensions defined in the Work, descriptions for other bid items, shown on the Plans, details or COE Standard Drawings or as otherwise approved by the Engineer. In addition to surfacing, this product will be paid by the ton for sewer and storm pipe bedding. Crushed Surfacing Base Course material placed exceeding "neatline" quantities without advance authorization by the Inspector will not be paid for.

The unit price per ton shall be full compensation for all labor, compaction, material, tools, and equipment necessary to furnish, haul, stockpile, place, grade, and compact imported crushed surfacing base course for the Work as required, from a Contractor-supplied source in accordance with the Standard Specifications and these Special Provisions.

The unit price for crushed surfacing base course also includes all costs for controlling moisture content and all costs for dewatering.

Also included in this bid item shall be the cost of all equipment required to remove existing soils to attain proper elevations, compaction of native subgrade soils, as well as to uniformly spread and compact the crushed surfacing material. The unit price for this bid item includes all costs for removing, loading and disposing of displaced unsuitable material, including haul.

Included in this bid item the cost of sprinkling during dry periods prior to placement of the crushed surfacing and while spreading and compacting the material.

Payment for crushed surfacing base course will be by the ton of material placed and approved by the Inspector.

Bid Item 19 - Crushed Surfacing Top Course

Measurement and Payment: TON

Measurement for Crushed Surfacing Top Course will be by the ton as recorded on certified weight tickets in accordance with 1-09.2 WEIGHING EQUIPMENT and limited to dimensions defined in the Work, descriptions for other bid items, shown on the Plans, details or COE Standard Drawings or as otherwise approved by the Engineer. Crushed Surfacing Top Course material placed exceeding "neatline" quantities without advance authorization by the Inspector will not be paid for.

The unit price per ton shall be full compensation for all labor, compaction, material, tools, and equipment necessary to furnish, haul, stockpile, place, grade, and compact imported crushed surfacing top course for the Work as required, from a Contractor supplied source in accordance with the Standard Specifications and these Special Provisions.

The unit price for Crushed Surfacing Top Course also includes all costs for controlling moisture content.

Also included in this bid item shall be the cost of all equipment required to remove existing soils to attain proper elevations, compaction of native subgrade soils, as well as to uniformly spread and compact the crushed surfacing material.

The unit price for this bid item includes all costs for removing, loading and disposing of displaced unsuitable material, including haul.

Included in this bid item is the cost of sprinkling during dry periods prior to placement of the crushed surfacing and while spreading and compacting the material.

Payment for crushed surfacing top course will be by the ton of material placed and approved by the Inspector.

Bid Item 20 - HMA CL. ½ inch PG 58H-22

Measurement and Payment: TON

The measurement and payment for HMA CL. ½ inch PG 58H-22 will be by the ton. HMA place and compacted to Plans specified depth per Section 5-04 of the Standard Specifications.

Bid Item 21 - HMA CL. ½ inch PG 64H-22 for Pavement Repair

Measurement and Payment: TON

The measurement and payment for HMA CL. ½ inch PG 64H-22 for Pavement Repair will be by the ton. HMA place and compacted in trench repair areas to Plans specified depth per Section 5-04 of the Standard Specifications.

Bid Item 22 - Cement Concrete Pavement (12-inch Thick)

Measurement and Payment: Square Yard (SY)

The measurement and payment for Cement Concrete Pavement (12-inches Thick) shall be measured by the finished square yard for providing, placing, finishing and curing Cement Concrete Pavement per the Plans, details and Sections 5-05 of the Standard Specifications. This work also includes procuring and placing dowel bars, rebar and dowel bar baskets and any necessary form work including stripping of forms.

Bid Item 23 - Transit Shelter

Measurement and Payment: Each (EA)

The measurement and payment for Transit Shelter shall be for procuring, transporting, pouring six inch concrete foundation pad as notes in the Plans and assembling and installing Transit Shelter per each per technical specifications.

Bid Item 24 - Restroom Building Complete

Measurement and Payment: Lump Sum (LS)

There will be no specific unit of measurement for constructing a fully functional Restroom Building Complete. The contractor will receive a lump sum payment for constructing a complete and fully functioning Restroom Building which includes foundation, utility connections, building, roofing, interior and exterior finishes, two fully furnished restrooms, furnished breakroom, heating, air conditioning, interior and exterior light fixtures, hardware and locks, utility room with separately secured security/computer rack system, electrical, plumbing, ventilations, flooring and other necessary components and furnishings to make

the building fully functional and ready for occupancy in accordance with the plan set and contract specifications.

Bid Item 25 - Corporation Stop w/ Service Saddle, ¾-inch

Measurement and Payment: Each (EA)

The unit contract price for Corporation Stop w/ Service Saddle, ¾-inch shall be full compensation for supplying and installing Corporation Stop w/ Service Saddle, ¾ inch.

Bid Item 26 - Assist COE in Connecting to Existing Water Main

Measurement and Payment: Each (EA)

The unit contract price to Assist COE in Connecting to Existing Water Main shall constitute full compensation for all labor, materials, tools and equipment necessary for connection to the existing system, in accordance with 7-09.3(19)A including, yet not limited to; all costs for traffic control, excavation, shoring, dewatering, haul and disposal of excavated materials, furnishing, installing and compacting bedding and backfill materials; labor and equipment required for the complete installation of the connection as specified.

Unit contract price shall include all coordination efforts with the City and assistance as City forces make the actual connection. Connection of a water service line to the water main and connection of new water service line to existing water service line will not be considered a connection to the existing system.

Bid Item 27 - Double Check Valve Assembly ¾-inch.

Measurement and Payment: Each (EA)

The unit contract price for Double Check Valve Assembly ¾-inch will be full compensation for supplying and installing Double Check Valve Assembly ¾-inch and connecting per the City standard detail, Plans and specifications.

Bid Item 28 - Water Service Connection, ¾-inch

Measurement and Payment: Each (EA)

The unit contract price for Water Service Connection, ¾-inch, shall constitute full compensation for all labor, materials, tools and equipment necessary to connect new ¾-inch PE service lines off new 2-inch PE and reconnecting with the existing service line in accordance with Detail 4, Drawing D1. Work includes, yet not limited to, tee, trench excavation, backfill and compaction; street pavement, concrete curb, concrete curb and gutter, concrete driveway and concrete sidewalk removal; clearing and grubbing; testing; lawn restoration including seeding or sodding; dewatering; and removal or abandonment of existing service connection.

Bid Item 29 - Side Sewer – 4-inch Diam. PVC

Measurement and Payment: Linear Foot (LF)

The unit price per linear foot Side Sewer – 4-inch Diam. PVC shall be full compensation for all labor, material, tools and equipment necessary to satisfactorily complete the work as defined in Section 7-17 and 7-18 of these Special Provisions and as shown on the Plans.

Included in this bid item is locating the existing sewer, the side sewer as shown on the Contract Plans, connection to the main pipe and proposed building, fittings per COE Standard Drawings. Included in this bid item is the work to locate side sewers near the property line, including depth of utility, prior to installing tees at the main.

Included in this bid item are all costs for trench excavation, removing and disposing of pavement sidewalk, curb, miscellaneous surfacing, landscape materials or sod, removing and disposing of existing side sewer pipe; hauling and disposing of surplus or unsuitable materials; excavation; backfill; dewatering; sewage bypassing; stockpiling, hauling, cleaning and flushing pipes; testing and inspecting and replacing; protecting and maintaining adjacent utilities.

Included in this bid item is installation of backwater valves where shown on the Plans. Backwater valves will be furnished by the City for installation by the contractor.

All costs in jointing dissimilar side sewer pipe with a coupling shall be included in the unit price for this bid item.

Restoration of private improvements in streets and private property affected by side sewer construction and not otherwise included in other bid items, shall be considered incidental to this bid item.

Bid Item 30 - Storm Drain Pipe, 8-inch Diam.

Measurement and Payment: Linear Foot (LF)

The measurement and payment for Storm Drain Pipe, 8-inch Diam. will be measured by the linear foot and payment for the number of linear feet of completed installation measured along the invert and will include the length through elbows, tees, and fittings. The number of linear feet will be measured from the center of manhole to center of manhole or to the inside face of catch basins and similar type Structures. Refer to Section 7-04 of the Standard Specifications.

Bid Item 31 - Testing Storm Sewer Pipe

Measurement and Payment: Linear Foot (LF)

The measurement and payment for Testing Storm Sewer Pipe will be measured by the linear foot of pipe testes in accordance to Section 7-04 of the Standard Specifications.

Bid Item 32 - Structure Excavation Cl. B. Including. Haul

Measurement and Payment: Cubic Yard (CY)

Excavation of the trench will be measured and paid as Structure Excavation Class B or Structure Excavation Class B Including Haul by the cubic yard as specified in Sections 2-09 and 7-01 of the Standard Specifications.

Bid Item 33 - Catch Basin – Type 2 – 48-inch Diam.

Measurement and Payment: Each (EA)

The unit price per each for the catch basin – Type 2 – 48 inch Diam. shall be full compensation for all labor, material, incidentals, tools and equipment necessary to satisfactorily complete the work as defined in these Contract Documents.

The unit price for each catch basin – Type 2 – 48 inch Diam. shall be full compensation for furnishing, hauling, and assembling in place the completed installation including inlets, catch basins, frames and grates, adjustment sections, pipe connections, special fittings, and joint materials up to a depth of 10-feet as measured from the flowline of the outlet pipe to the surface of the Work measured to the nearest foot.

The unit price for each catch basin – Type 2 – 48 inch Diam. shall also include, but not be limited to, all costs for excavation; hauling and disposing of surplus or unsuitable material;

dewatering; storm water flow bypassing, furnishing and installing couplings; furnishing and installing steps or ladder; placing and compacting of suitable native backfill; furnishing, placing, and compacting foundation material as required; cleaning and flushing catch basins; reconnecting existing storm drainage connections; furnishing and installing gas traps; and replacing; protecting, and maintaining utilities.

All costs associated with abandoning, and/or removing and disposing of existing catch basins and inlets, salvaging frame and grate or cover, as shown on the Plans shall be included in the unit price for this bid item.

Adjusting new catch basin inlets to final grade is incidental and shall be included in the unit price for this bid item.

The cost of connection of pipes, including existing pipes, to the inlet or catch basin is incidental and shall be included in the unit price for this bid item.

Measurement and payment shall be per each catch basin installed as measured upon completion.

Bid Item 34 - Clean Out – Type 2 with Cast Iron Bolted Ring and Cover

Measurement and Payment: Each (EA)

The measurement and payment for Clean Out – Type 2 with Cast Iron Bolted Ring and Cover for each. Clean Out – Type 2 with Cast Iron Bolted Ring and Cover provided and installed flush to the finished grade in accordance with the Plans, standard Plans and specifications.

Bid Item 35 - Trench Excavation Safety Systems

Measurement and Payment: Lump Sum (LS)

The Lump Sum bid item includes the costs directly allocated to the safety system for trenches and all other excavations including, but not limited to, shoring, benching, bracing, excavation, sheeting, and trench box. This Work shall be accomplished in accordance with Divisions 1, 2, 7, and 8 of the Standard Specifications and these Special Provisions.

Payment per lump sum includes all equipment, materials, labor, installation, and removal, and all other work required to meet the trench excavation and safety system requirements.

Bid Item 36 - Street Cleaning and Sweeping

Measurement and Payment: Unit Price per Hour (HR)

The unit price per hour for Street Cleaning & Sweeping shall be full compensation for all labor, tools, incidentals, and equipment necessary to provide the street sweeping, cleaning, and dust control water required for this project.

Measurement for street sweeping and cleaning will be by the hour for the actual time consumed in pavement sweeping, cleaning and debris removal. No allowance will be made for time consumed in making repairs to the equipment or for moving the equipment to or from the site on which the street cleaning is ordered. No separate payment will be made for water required for dust control and the normal operation of the pickup sweepers.

Bid Item 37 - Erosion/Water Pollution Control

Measurement and Payment: Lump Sum (LS)

Measurement and payment will be made for Erosion/Water Pollution Control, lump sum, shall constitute full compensation for all labor, materials, tools and equipment necessary

and incidental for the installation, maintenance and removal of the Temporary Erosion and Sedimentation Control (TESC) facilities to prevent pollution, erosion, siltation, and damage to any wetland, stream, other watercourse, or surrounding property throughout the life of the Contract. TESC facilities shall include, but not be limited to, any cover measures, runoff control measures, soil and site stabilization measures, silt fencing as shown on the Plans, and inlet protection measures for the work area and downstream areas.

The TESC measures shall limit the erosion possibility by covering disturbed soils, preventing sloughing or raveling of cut and natural slopes, and controlling surface runoff from flowing into excavations using measures such as curbs, berms, dikes, rock-lined ditches, and other approved measures. Filter fabric fence shall be used to treat small areas of non-concentrated runoff prior to discharge from the site.

Bid Item 38 - Inlet Protection

Measurement and Payment: Each (EA)

Measurement and payment of Inlet Protection shall be for each Inlet Protection device installed per Section 8-01 of the Standard Specification, plan and standard details. Maintenance of Inlet Protection devices will be paid for under the bid item Erosion/Water Pollution Control.

Bid Item 39 - Topsoil Type A

Measurement and Payment: (CY)

The contract bid price for "Topsoil Type A" per cubic yard, shall be full compensation for all labor, material, tools, equipment, and supplies necessary to fine grade, place, cultivate, and cleanup for the depth of topsoil called for in the Plans.

Bid Item 40 - Compost

Measurement and Payment: (CY)

The contract bid price for "Compost" per cubic yard, shall be full compensation for all labor, material, tools, equipment, and supplies necessary to fine grade, place, cultivate, and cleanup for the depth of compost called for in the Plans.

Bid Item 41 - Mulch

Measurement and Payment: (CY)

The contract bid price for "Arborist Wood Chip Mulch" per cubic yard, shall be full compensation for all labor, material, tools, equipment, and supplies necessary to fine grade, place, cultivate, and cleanup for the particular item called for in the Plans.

Bid Item 42 - PSIFE Plantings

Measurement and Payment: Lump Sum (LS)

The unit Contract price Lump Sum (LS) for "PSIFE Plantings" (Plant Selection Including Plant Establishment) will be full pay for all Work to perform as specified within the planting area for weed control and planting area preparation, planting, staking, cleanup, and water necessary to complete planting operations as specified to the end of first year plant establishment.

As the plants that include plant establishment are obtained, propagated, and grown, partial payments will be made as follows after inspection by the Engineer:

Payment of 5 percent of the unit Contract price, per each, when the plant materials have been contracted, propagated, and are growing under nursery conditions. The Contractor shall provide the Engineer with certification that the plant material has been procured or contracted for delivery to the project for planting within the time limits of the project. The certification shall state the location, quantity, and size of all material.

- Payment will be increased to 15 percent of the unit Contract price, per each, upon completion of the initial weed control and planting area preparation Work.
- Payment will be increased to 60 percent of the unit Contract price per each for the contracted plant material in a designated unit area when planted.
- Payment will be increased to 70 percent of the unit Contract price per each for contracted plant material at the completion of the initial planting.

Payment will be increased to the appropriate percentage upon reaching the following plant establishment milestones:

June 30	80 percent
September 30	90 percent
Completion of first-year plant establishment or after all replacement plants have been installed, whichever is later	100 percent

Plant establishment milestones are achieved when planting areas meet conditions described in WSDOT Standard Specifications Section 8-02.3(13).z

Bid Item 43 - Root Barrier

Measurement and Payment Linear Foot (LF)

The contract bid price for "Root Barrier" per lineal foot, shall be full compensation for all labor, material, tools, equipment, and supplies necessary to provide and install the particular item called for in the Plans and COE Standard Drawings.

Bid Item 44 - Irrigation System Complete

Measurement and Payment: Lump Sum (LS)

The unit Contract price Lump Sum (LS) for Irrigation System Complete shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, COE Standard Drawings, Standard Specifications and these Special Provisions, including all irrigation components indicated in the contract Plans, as-builts, and 1-year warranty corresponding with the beginning and ending dates for the 1-year of plant establishment.

Bid Item 45 - 4-inch Irrigation Casing PVC Sch 80

Measurement and Payment Linear Foot (LF)

The unit contract price per linear foot will be full pay for 4-inch Irrigation Casing PVC Sch 80 to perform work as described in Plans and Contract Specification.

Bid Item 46 - Cement Concrete Seat Wall

Measurement and Payment: Linear Foot (LF)

The unit contract price per linear foot Cement Concrete Seat Wall will be made for supplying cement concrete, rebar, forming, constructing, providing textured finish Cement Concrete Seat Wall in accordance with the Plans and Contract Specifications.

Bid Item 47 - Cement Concrete Sidewalk – 4-inch Thickness

Measurement and Payment: Square Yard (SY)

The measurements and payment for Cement Concrete Sidewalk – 4-inch Thickness shall be measured by the square yard of finished cement concrete sidewalk and fully compensated for forming, supplying cement concrete, finishing, adding joints and joint filler and stripping forms in accordance Plans, COE Standard Drawings, Standard Specifications and these Special Provisions. Refer to Section 8-14 of Contract Specifications. For sections of the bus platform that require additional thickness of cement concrete, that additional thickness cost will be compensated under their respect bid items such as bid items Bike Rack and Transit Shelter.

Bid Item 48 - Cement Concrete Curb & Gutter, Type A-1

Measurement and Payment: Linear Foot (LF)

The unit contract price per linear foot for Cement Concrete Curb & Gutter, Type A-1 shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, COE Standard Drawings, Standard Specifications and these Special Provisions, including forming, supplying cement concrete, finishing and stripping forms.

Bid Item 49 - Cement Concrete Pedestrian Curb

Measurement and Payment: Linear Foot (LF)

The unit contract price per linear foot for Cement Concrete Pedestrian Curb shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, COE Standard Drawings, Standard Specifications and these Special Provisions, including forming, supplying cement concrete, finishing and stripping forms.

Bid Item 50 - Cement Concrete Curb, Type E-1

Measurement and Payment: Linear Foot (LF)

The unit contract price per linear foot for Cement Concrete Curb, Type E-1 shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, COE Standard Drawings, Standard Specifications and these Special Provisions, including forming, supplying cement concrete, finishing and stripping forms.

Bid Item 51 - Integral Cement Concrete Curb

Measurement and Payment: Linear Foot (LF)

The unit contract price per linear foot for Integral Cement Concrete Curb shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, COE Standard Drawings, Standard Specifications and these

Special Provisions, including reinforcement rebar, epoxy, forming, supplying cement concrete, finishing and stripping forms.

Bid Item 52 - Cement Concrete Curb Ramp

Measurement and Payment: Each (EA)

The unit contract price per each for Cement Concrete Curb Ramp shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, WSDOT Standard Plans, Standard Specifications, and these Special Provisions, including sawcutting, removal, loading, hauling and disposal, and including Detectable Warning Surface.

Bid Item 53 - Permanent Signing

Measurement and Payment: Lump Sum (LS)

The unit contract price per lump sum will be full pay for supplying signs, posts, and constructing foundations for all project related project signing identified in the plan set. This also includes installing signs per COE and WSDOT standard plans and providing sign post sleeves and other necessary hardware.

Bid Item 54 - Detectable Truncated Dome Warning Strip

Measurement and Payment: Square Foot (SF)

The unit contract price per square foot for Detectable Truncated Dome Warning Strip shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, COE Standard Drawings, Standard Specifications and these Special Provisions, This pay items is intended for the placement of Detectable Truncated Dome Warning Strips at the five bus bays along the bus platform. Detectable Truncated Dome Warning Strips are incidental when placed at ADA curb ramp locations.

Bid Item 55 - Transit Bay Flag Posts & Foundation

Measurement and Payment: Each (EA)

The unit contract price per each for Transit Bay Flag Posts and Foundation shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, WSDOT and COE Standard Drawings, Standard Specifications and these Special Provisions, including constructing a cement concrete foundation and supplying and installing steel post and connection sleeve.

Bid Item 56 - Transit Shelter Bench

Measurement and Payment: Each (EA)

The unit contract price per each for Transit Shelter Bench shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, Standard Specifications and these Special Provisions, including supplying, assembling, and installing transit shelter bench and misc. parts.

Bid Item 57 - Kiosk Foundation & Installation

Measurement and Payment: Lump Sum (LS)

The unit contract price will be lump sum, and no measurement of payment will be made for supplying cement concrete, rebar, forming and constructing Kiosk Foundation & Installation in accordance with the Plans and Contract Specifications. This work also includes conduit

and wire installation. Electronic Kiosk will be owner-supplied materials that the contractor is required to install as part of this pay item work.

Bid Item 58 - Big Belly Solar Garbage Compactor

Measurement and Payment: Each (EA)

The unit contract price per each for Big Belly Solar Garbage Compactor shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, Standard Specifications and these Special Provisions, including supplying, assembling and installing Big Belly Solar Garbage Compactor and misc. parts.

Bid Item 59 - Bike Rack

Measurement and Payment: Each (EA)

The unit contract price per each for Bike Rack shall be full compensation for all materials, tools, labor and equipment necessary to complete the Work in accordance with the Plans, Standard Specifications and these Special Provisions, including supplying and constructing added concrete for foundations system, supplying and installing bike rack and misc. parts.

Bid Item 60 - Painted Double Yellow Line

Measurement and Payment: Linear Foot (LF)

The unit contract price per linear foot will be full pay for Painted Double Yellow Line to perform work as described in Section 8-22 of the Standard Specifications and per the plan set.

Bid Item 61 - Plastic Stop Line

Measurement and Payment: Linear Foot (LF)

The unit contract price per linear foot will be full pay for Plastic Stop Line to perform work as described in Section 8-22 of the Standard Specifications and per the plan set.

Bid Item 62 - Plastic Crosswalk Line

Measurement and Payment: Square Foot (SF)

The unit contract price per square foot will be full pay for Plastic Crosswalk Line to perform work as described in Section 8-22 of the Standard Specifications and per the plan set.

Bid Item 63 - Conduit Pipe 2-inch Drain

Measurement and Payment: Linear Foot (LF)

The unit contract price per linear foot will be full pay for Conduit Pipe 2-inch Diam. to perform work as described in Section 8-20 of the Standard Specifications and per the plan set.

Bid Item 64 - Conduit Pipe 4-inch Drain

Measurement and Payment: Linear Foot (LF)

The unit contract price per linear foot will be full pay for Conduit Pipe 4-inch Diam. to perform work as described in Section 8-20 of the Standard Specifications and per the plan set.

Bid Item 65 - Security Camera System Complete

Measurement and Payment: Lump Sum (LS)

The unit contract price per lump sum will be full pay for installing Owner supplied security cameras, installing conduit, conductors, cabling, brackets, power source on pedestrian pole with foundation and other necessary equipment so a fully functioning security camera system is operational by providing real-time monitoring and recording data collected.

Bid Item 66 - PUD Service Connection, Transformer, and Connection to Building

Measurement and Payment: Lump Sum (LS)

The unit contract price per lump sum will be full pay to bring PUD power to the site, trenching conduit, conductor, secure, and install a transformer, and connect power to the building. This will also include coordination efforts with Snohomish PUD No.1 and restoring trenched pavement surface.

Bid Item 67 - Communications Utility Connections

Measurement and Payment Lump Sum (LS)

The unit contract price per lump sum will be full pay to bring communications to the site and connect to the platform. Conduit and undergrounding will be necessary and will be part of this work.

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Everett Mall Bus Platform_Ready for Signature_SD













Final Audit Report

2025-05-02

Created:	2025-04-04
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