

## CONTRACT



THIS CONTRACT is made and entered by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the “City”) and Absher Stellar J Joint Venture, (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: “Port Gardner Storage Facility – Facility Construction Package” (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 (Because of the size of the Contract Documents, the pdf is in three parts, each with its own link)	Vol 1-5: <a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2032369&amp;searchid=7bf4552f-8b78-426d-8a4b-a2a85aafa48a&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2032369&amp;searchid=7bf4552f-8b78-426d-8a4b-a2a85aafa48a&amp;dbid=0</a>  This is a 2805-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2025.12.08 15:40:35 -08’00’
	Vol 6-7: <a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2033002&amp;searchid=2dfea400-502f-42e7-af58-3fbe9974197a&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2033002&amp;searchid=2dfea400-502f-42e7-af58-3fbe9974197a&amp;dbid=0</a>  This is a 1634-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2025.12.08 16:35:11 -08’00’
	Addenda: <a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2033465&amp;searchid=64e4749d-3cdc-4f84-905a-7a33b450e168&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2033465&amp;searchid=64e4749d-3cdc-4f84-905a-7a33b450e168&amp;dbid=0</a>  This is a 99-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2025.12.08 15:14:05 -08’00’

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 Seven Hundred Sixty (760) 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. **(Contractor acknowledges that, in accordance with the Washington State Department of Ecology Agreed Order 11638, all Work associated with combined sewer overflow control must be substantially complete by December 31, 2027.)** Contractor shall cause the Project to be ready for Final acceptance no later than ninety (90) calendar days following 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 for Substantial Completion 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:

	\$95,414,622.50
+ WA Sales Tax (as applicable)	\$9,446,047.63
Contract Sum	\$104,860,670.13

This is based on the proposal/bid submitted by Contractor dated October 21, 2025. A copy of this 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. 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. Compliance with Project Labor Agreement.** Contractor agrees to be party to and bound by the terms and conditions of the Northwest Washington Building and Construction Trades Council Project Labor Agreement (PLA) included as an attachment to this Contract. The PLA is a Contract Document. By signing this Contract and the Letter of Assent, Contractor certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of the PLA. By signing this Contract, Contractor agrees that it is thoroughly familiar with the requirements of the PLA and that no claim for additional compensation will be allowed that is based upon Contractor's lack of knowledge of these requirements. In the event of any conflict between the PLA and any other Contract Document, the PLA governs unless otherwise required by applicable law.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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 AdobeSign, and any such signature is fully binding.

**16. Third-Party Beneficiary.** All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

***[Remainder of Page Intentionally Left Blank]***

**CITY OF EVERETT  
WASHINGTON**

By: 

\_\_\_\_\_  
Cassie Franklin, Mayor

12/11/2025

\_\_\_\_\_  
Date

ATTEST:



\_\_\_\_\_  
Office of the City Clerk

STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
(10.31.23)

**CONTRACTOR:**

**ABSHER STELLAR J JOINT VENTURE**

By:   
\_\_\_\_\_  
Signature

Typed/Printed Name of Signer: Adam Buckley

Title of Signer: Designated Agent

12/10/2025  
Date: \_\_\_\_\_

**ATTACHMENT  
TO CONTRACT**

**BID PROPOSAL**

**SECTION 00 41 13 - BID FORM**

**1.1 BIDDER INFORMATION**

Project Title: Port Gardner Storage Facility – Facility Construction Package

Project No.: WO# UP-3525

Date: October 21, 2025

Submitted by: Adam Buckley, Designated Agent

Company Name and

Address: Absher/Stellar J Joint Venture  
1001 Shaw Rd  
Puyallup, WA 98372

**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.

- B. BASE BID SCHEDULE A

I, the Bidder, propose to provide following items in accordance with the terms, conditions, and specifications contained herein for the price set forth below:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
1.	Mobilization and Demobilization <sup>a</sup>	Lump Sum	1	N/A	\$ _____ - 4,250,000.00
2.	Temporary erosion and sediment control	Lump Sum	1	N/A	\$ _____ - 1,100,000.00
3.	Buttress Wall Ground Improvement	Lump Sum	1	N/A	\$ _____ - 3,804,000.00
4.	Hazardous waste materials removal and disposal	Lump Sum	1	N/A	\$ _____ - 97,000.00
5.	Contaminated soil removal and disposal	Ton	1,090	\$ 110.00	\$ _____ - 119,900.00
6.	Grading, Paving, Fencing, and General Site Improvements Area 10	Lump Sum	1	N/A	\$ _____ - 13,887,660.00
7.	Combined sewer conveyance Area 10	Lump Sum	1	N/A	\$ _____ - 7,042,000.00
8.	Combined sewer influent, screening, and storage Areas 15, 20, 25 and 30	Lump Sum	1	N/A	\$ _____ - 18,626,000.00
9.	Stormwater conveyance Area 10 <sup>b</sup>	Lump Sum	1	N/A	\$ _____ - 3,822,000.00
10.	Stormwater diversion and treatment Area 40 and stormwater equalization Area 35 <sup>b</sup>	Lump Sum	1	N/A	\$ _____ - 4,570,000.00
11.	Stormwater Treatment Equipment Area 40 <sup>b</sup>	Lump Sum	Equipment for 2 of the 8 cells	\$ 606,000.00 -	\$ 606,000.00 - 6,062,000.00 SK
12.	Stormwater and combined sewer storage facility Areas 50 and 55 <sup>b</sup>	Lump Sum	1	N/A	\$ _____ - 1,285,000.00
13.	Effluent Pump Station Area 60 <sup>b</sup>	Lump Sum	1	N/A	\$ _____ - 3,079,000.00
14.	Site Stormwater Pump Station <sup>b</sup>	Lump Sum	1	N/A	\$ _____ - 324,000.00
15.	Lift Station 46	Lump Sum	1	N/A	\$ _____ - 5,320,000.00



ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
16.	General use facilities Areas 06 and 70	Lump Sum	1	N/A	\$ _____ - 4,500,000.00
17.	Area 30 Guardrail Repairs	Lump Sum	1	N/A	\$ _____ - 204,080.00
18.	Guardrail Replacement	LF	300	\$ 340.00	\$ _____ - 102,000.00
19.	Area 30 coatings	Per Area 30 Cell	6	\$ 495,000.00	\$ _____ - 2,970,000.00
20.	Mobilization and Demobilization for 18" Steel Piles	Lump Sum	1	N/A	\$ _____ - 255,000.00
21.	18" Test Steel Piles	Lump Sum	1	N/A	\$ _____ - 100,000.00
22.	Furnish 18" Permanent Piles	LF	7,000	\$ 114.29	\$ _____ - 800,000.00
23.	Drive 18" Permanent Piles	LF	7,000	\$ 73.14	\$ _____ - 512,000.00
24.	Mobilization and Demobilization for Drilled Micropiles	Lump Sum	1	N/A	\$ _____ - 146,000.00
25.	Test Drilled Micropiles	Lump Sum	1	N/A	\$ _____ - 118,000.00
26.	Furnish Materials and Equipment for Drilled Micropiles	LF	2,250	\$ 141.56	\$ _____ - 318,500.00
27.	Construct Drilled Micropiles	LF	2,250	\$ 78.89	\$ _____ - 177,500.00
28.	Mobilization and Demobilization for Steel Sheet Piles	Lump Sum	1	N/A	\$ _____ - 393,000.00
29.	Steel Sheet Piles	Lump Sum	1	N/A	\$ 4,000,000.00 <del>5,696,000.00</del> JR
30.	Allowance for Concrete Repairs	Force Account	1	\$200,000.00	\$200,000.00
31.	CCTV Pipe Inspections	LF	2,420	\$ 38.00	\$ _____ - 91,960.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
32.	Vibration and Settlement Monitoring	Lump Sum	1	N/A	\$ _____ - 195,000.00
33.	Trench safety system	Lump Sum	1	N/A	\$ _____ - 136,000.00
34.	Systems Integrator	Lump Sum	1	N/A	\$ _____ - 2,596,000.00
35.	As-built documentation and O&M manual	Lump Sum	1	\$60,000.00	\$60,000.00
36.	Force Account (Section 00 72 00)	-	N/A	N/A	\$2,500,000
37.	Apprenticeship Incentive	Lump Sum	1	\$5,000.00	\$5,000.00
38.	Groundwater Dewatering, Treatment, and Disposal	Force Account	1	N/A	\$3,500,000
39.	Performance Based Mitigation Measures for Settlement Control	Lump Sum	1	3,020,000.00 \$ _____	\$ _____ 3,020,000.00
				SUBTOTAL	\$ _____ - 94,564,520.00
				Washington State Sales Tax @ 9.9%	\$ _____ - 9,361,887.48
				TOTAL BASE BID	\$ _____ - 103,926,407.48
a. Mobilization and demobilization excludes Bid Items 20, 24, 28					
b. Bid item eligible to be funded in full or in part by the Washington State Department of Ecology stormwater grant					



**ALTERNATE BID ITEM SCHEDULE**

The following alternate bid items are an integral part of this proposal, and to be responsive, the bidder shall quote for the Base Bid, and also for the following alternate bid items:

ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT BID PRICE	CONTRACT PRICE
A1.	Area 30 Guardrail Replacement	Lump Sum	1	N/A	\$ <u>850,000.00</u>
9.9% WA STATE SALES TAX FOR ITEM A1					\$ <u>84,150.00</u>
ADDITIVE BID					\$ <u>934,150.00</u>

The amount bid for Alternative A1 shall be the differential price between the price included in the base bid Item 17 ("Area 30 Guardrail Repairs") and the price to provide Alternative A1.

At the City's sole discretion, the Project awarded will be either:

1. The Base Bid only, in which case the Project will not include Alternative A1, and the Contract Sum and lowest bidder will be determined by the lowest TOTAL BASE BID; or
2. The Base Bid plus Alternate A1, in which case the Project will include Alternative A1, and the Contract Sum and lowest bidder will be determined by the lowest TOTAL BASE BID + TOTAL A1 BID.

The Bid Security is based on the TOTAL BASE 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. Furnish the required 100% payment and 100% performance bonds in the form described in Contract Documents within 14 calendar days of receipt of Notice of Award.
  2. Submit to the City in pdf format the certificate of Insurance and additional insured endorsements, per SECTION 007200 of the Contract Documents, within 14 calendar days of receipt of Notice of Award
  3. Execute the Contract within 3 business after receipt from the City's AdobeSign system.
  4. 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.....1....., dated .....10/8/25.....  
Addendum No.....2....., dated .....10/8/25.....  
Addendum No.....3....., dated .....10/15/25.....  
Addendum No.....4....., dated .....10/17/25.....

#### 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 Adam Buckley, Designated Agent 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.
- C. 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
------	-------	---------

<u>Adam Buckley, Designated Agent</u>		<u>Absher Construction Company, 1001 Shaw Rd, Puyallup, WA 98372</u>
---------------------------------------	--	--

<u>Jeff Carlsen, Designated Agent</u>		<u>Stellar J Corporation, 1363 Down River Dr, Woodland, WA 98674</u>
---------------------------------------	--	--

**1.9 BID FORM SIGNATURES**


- A. By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 72 00 – GENERAL CONDITIONS and certifies that coverage will be provided as required.

- B. The undersigned also hereby certifies that, within the five-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 21st day of October, 2025

Name of Bidder: Absher/Stellar J Joint Venture

Signature of Bidder's Authorized Agent:

  
Adam Buckley, Designated Agent

City and State Where Signed: Puyallup, WA

Title: Designated Agent

Phone: (253) 845-9544

State of Incorporation WA Contractor's License No. ABSHEC\*345PS

Washington State UBI: 275-003-716

Email address of Bidder's authorized Agent:

Adam.Buckley@AbsherCo.com

**END OF SECTION 00 41 13**

SECTION 00 43 13 - 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. Bid  
Project: Port Gardner Storage Facility -  
Facility Construction Package  
Project No. Work Order: UP-3525

KNOW ALL MEN BY THESE PRESENTS,

that Absher-Stellar J, A Joint Venture [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 Liberty Mutual Insurance Company [Surety], a corporation organized under the laws of the State of Massachusetts 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 Bid Amount and 00/100's Dollars (\$ 5% of Bid Amount), 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
<u>Absher-Stellar J, A Joint Venture</u> Bidder's Name	<u>Liberty Mutual Insurance Company</u> (seal) Surety's Name and Corporate Seal
 <u>[Signature]</u> 10/21/2025 Signature, Title, and Date <u>Adam Buckley,</u> <u>Designated Agent</u>	By: <u>[Signature]</u> 10/21/2025 Signature, Title, and Date <u>Christopher Kinyon,</u> <u>Attorney-in-Fact</u>
Address: <u>1001 Shaw Road</u> <u>Puyallup, WA 98154</u>	Address: <u>1001 4th Avenue, Suite 3700</u> <u>Seattle, WA 98154</u>
Attest: <u>[Signature]</u> 10/21/2025 Signature, Title and Date <u>George Kujala, Lead Estimator</u>	Attest: <u>[Signature]</u> 10/21/2025 Signature, Title and Date <u>Allison N. Kinyon,</u> <u>Witness to Surety</u>

END OF SECTION 00 43 13





# POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8214732-023049**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner; Amelia G. Burrill; Annelies M. Richie; Brandon K. Bush; Brent E. Heilsen; Carley Espiritu; Charla M. Boodle; Christopher Kinyon; Donald Percell Shanklin, Jr.; Edward Sims; Eric A. Zimmerman; Holli Lagerquist; Jacob T. Haddock; James B. Binder; Jamie L. Marques; Julie A. Craker; Justin Dean Price; Kari Michelle Motley; Katharine J. Snider; Lindsey Elaine Jorgensen; Lois F. Weathers; Michael Mansfield; Sarah Whitaker; Tamara A. Ringeisen; Thomas Buell; Travis J. Robles

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of September, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 9th day of September, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

## ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

## ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 21st day of October, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## SECTION 00 43 36 – PROPOSED SUBCONTRACTORS FORM

1. Bidder SHALL identify in the table below the licensed Subcontractors with whom it will subcontract to perform the heating, ventilation and air conditioning, plumbing (as defined by RCW Chap. 18.106), and electrical work (as defined by RCW Chap. 19.28). Bidder may identify itself to perform this work provided that Bidder is licensed to perform the work for which it has identified itself. Bidder SHALL provide the license number for all Subcontractors identified (or the license number for itself, if it has identified itself). If Bidder believes a category of work is not part of the Work, Bidder shall write "NO WORK". **Bidder SHALL submit the information required by this Paragraph 1 with the bid proposal at the published bid submittal time.**
2. Bidder SHALL identify in the table below the Subcontractors with whom it will subcontract to perform the structural steel installation and rebar installation work. Bidder may identify itself to perform this work. If Bidder believes a category of work is not part of the Work, Bidder shall write "NO WORK". **Bidder SHALL submit the information required by this Paragraph 2 with the bid proposal at the published bid submittal time or within forty-eight hours of the published bid submittal time.**
3. 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.
4. **Bidder's Bid shall be deemed non-responsive and void if:**
  - A. If Bidder fails: (1) to submit the names of Subcontractors as required above; (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 category of Work; or
  - C. Bidder fails to provide (or to correct) proof of license as required herein.
5. The requirements of this section apply only to Subcontractors who will contract directly with the prime contract bidder submitting the Bid to the City.



Type/Scope of Work	Name and Address of Subcontractor or Bidder and License Number
HEATING Subcontractor, bidder or "no work" <b>MUST</b> be stated	ACCO Engineered systems 5300 Denver, WA 98108 Aves ACCOES1971DU
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" <b>MUST</b> be stated	ACCO Engineered Systems 5300 Denver, WA 98108 Aves ACCOES1971DU
PLUMBING (as described in RCW Ch. 18.106) Subcontractor, bidder or "no work" <b>MUST</b> be stated	ACCO Engineered Systems 5300 Denver Aves, WA 98108 ACCOES 794RD
ELECTRICAL (as described in RCW Ch. 19.28) Subcontractor, bidder or "no work" <b>MUST</b> be stated	Nuuko Electric 4038 148th AVE NE Redmond, WA 98052 NUUCOEC 776NS

Errors identified by the City in the proof of license information must be corrected by the Bidder within 48 hours of submission.

Type/Scope of Work	Name and Address of Subcontractor or Bidder
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	Form to be submitted within forty-eight (48) hours of the published bid submittal time per Item #2 above.
REBAR INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	Form to be submitted within forty-eight (48) hours of the published bid submittal time per Item #2 above.

END OF SECTION 00 43 36

## NON-COLLUSION AFFIDAVIT

**SECTION 00 45 39 – 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: 15% [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 3% [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):

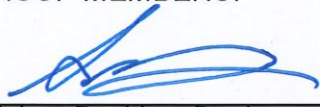


Minority Business Name	Address	Goods or Services Involved	Certification Number*
	Please see	attached.	

\*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:   
Adam Buckley, Designated Agent

Date: October 21, 2025

**END OF SECTION 00 45 39**



**Absher Construction**  
**Port Gardner Storage Facility - REBID (Everett, WA)**  
**List of All Minority Businesses Solicited**  
**Spec Section 00 45 39, Paragraph IV, RCW 35.22.650 Certification**

Minority Business Name	Address	City	State	Zip	Goods or Services Involved	Certification #
A1 Asphalt Paving, Inc.	25210 45th Place South	Kent	WA	98032	Asphalt Paving	D6M0023495 M6M0023495
AAR Testing Laboratory, Inc.	7126 180th Avenue Northeast	Redmond	WA	98052	Testing and Inspection	D4M0026150 M4M0026150
Adept Mechanical Services Inc.		Kent	WA	98064	Plumbing	D3M0018841 M3M0018841
Ahora Construction	1407 S 129th St	Burien	WA	98168	Drywall and Metal Stud Framing	D5M0026258 M5M0026258
Aluttiq	3909 Arctic Blvd, Ste 500	Anchorage	AK	99503	Earthwork and Utilities	P000026258 D1M0023369
American Abatement & Demo	2 Auburn Way N, Ste 101	Auburn	WA	98002	Demolition and Abatement	D5F0025594 M5F0025594
American Interiors, Inc.	11818 Northeast 116th Street	Kirkland	WA	98034	Doors, Frames & Hardware Supply	W2F0018294 D2F0027168
Anderson Specialties, LLC	17713 15th Avenue Northeast	Shoreline	WA	98155	Roof Accessories	W2F0027168 D3M0027438 M3M0027438
Apex Electrical Group LLC	3420 C Street Northeast	Auburn	WA	98002	Electrical	P000027438 D2F0026475 P000026475
Apex Engineering LLC	2601 South 35th Street	Tacoma	WA	98409	Surveying	W2F0026475 D2F0024133 W2F0024133
Armadillo Painting, LLC	610 Industry Drive	Seattle	WA	98188	Painting	D2F0004453 W2F0004453
Ashford Electric & Construction Co.	909 Kirkland Avenue	Kirkland	WA	98033	Electrical	D2F0004453 D2F0026223 W2F0026223
Atlas Construction Specialties, Inc.		Pacific	WA		Roof Accessories	D2F0014814 W2F0014814
Austin Specialties	8212 Henning Drive	Stanwood	WA	98292	Fire Extinguishers & Cabinets	D2F0028198 W2F0028198
Bassett Construction LLC	9210 Northeast 62nd Avenue	Vancouver	WA	98665	Sheet Metal	S000030140
BEE Engineers	170 West Dayton St, #206	Edmonds	WA	98020	Testing and Inspection	D5M0016842 M5M0016842
Belarde Company, Inc.	20011 87th Ave SE	Woodinville	WA	98296	Concrete	M4M0027794
BG Ford Exteriors Inc.	P.O. Box 98825	Des Moines	WA	98198	Siding	P000020888 W2F0020888
Building Specialties NW		Mercer Island	WA	98040	Roof Accessories	D1M0023827 M1M0023827
Burly Products	3999 Saint Joe Avenue	Post Falls	ID	83854	Fencing	D1M0027672
Cannon Companies, LLC.	406 Porter Way	Milton	WA	98354	Electrical	M3F0030345
Collrich, LLC	1342 Fones Rd SE, Unit 103	Olympia	WA	98501	Electrical and Low Voltage	W2F0029017
Construction Group International LLC	19407 144th Avenue Northeast	Woodinville	WA	98072	Demolition and Abatement	



**Absher Construction**  
**Port Gardner Storage Facility - REBID (Everett, WA)**  
**List of All Minority Businesses Solicited**  
**Spec Section 00 45 39, Paragraph IV, RCW 35.22.650 Certification**

Minority Business Name	Address	City	State	Zip	Goods or Services Involved	Certification #
CR Construction, LLC	45127SE 140th St	North Bend	WA	98045	Earthwork and Utilities	D2F0022933 W2F0022933
Custom Source Woodworking, Inc	7745 Arab Dr	Olympia	WA	98501	Finished Carpentry	D5M0025835 M5M0025835
Davids Showcase Floors	4324 South Union Avenue	Tacoma	WA	98409	Tile	P000028406 S000028406
Denzel Northwest	2415 82nd Avenue Northeast	Medina	WA	98039	Louvers & Vents	W2F0027908
Diverse Contractors & Associates, LLC	1971 Midway Lane	Bellingham	WA	98226	Toilet Partitions	D1M0025564 M1M0025564
Division 9	18311 Bothell Everett Highway	Bothell	WA	98012	Tile	D2F0027925 W2F0027925
East Slope Earthworks	PO Box 1311	Cle Elum	WA	98922	Earthwork and Utilities	P000027925
Evergreen Sign Company	1513 Central Avenue South	Kent	WA	98032	Signage	S000027415 D3M0026403
Excel Electric Of Tacoma	5832 South Adams Street	Tacoma	WA	98409	Electrical	D3M0025829 M3M0025829
FASTSIGNS Lacey	4609 Lacey Boulevard Southeast	Lacey	WA	98503	Signage	P000025829
GCI, LLC	3021 69th Ave W, Unit G	University Place	WA	98466	Roofing	P000025829
Green Latrine Inc	1211 E Denny Way	Seattle	WA	98122	Project Requirements	D2F0023516 W2F0023516
Grizzly Bar And Post Tensioning	22704 66th Avenue Court East	Spanaway	WA	98387	Rebar	M3M0026963 M5F0026591
Hayre McElroy	9644 153rd Avenue Northeast	Redmond	WA	98052	Testing and Inspection	P000026591 S000026304
Hi Grade Asphalt & Sealcoat	113 Meridian Avenue East	Edgewood	WA	98371	Asphalt Paving	D4M0024753 M4M0024753
Highmark Concrete Contractors, LLC	2003 136th Avenue East	Sumner	WA	98390	Concrete	D5F0021914 M5F0021914
Hilltop Commercial Supply, Inc.	739 Spring Valley Dr	Medford	WA	97501	Toilet Partitions/Accessories	P000021914 D1M0027736
Hughes Group, LLC	3701 S Lawrence St	Tacoma	WA	98409	Pavement marking	W2F0028669 D3M0017700
Hunnicut's Inc.	3910 Bakerview Spur	Bellingham	WA	98226	Painting	M3M0017700 P00030238
Image360 - Tacoma Central	222 East 26th Street	Tacoma	WA	98421	Signage	D5F0025073 M5F0025073
Industry Erectors Inc DBE / MBE	1429 Avenue D	Snohomish	WA	98290	Structural Steel Erection	D1M0024595 M1M0024595
INSULATION 4 LESS	17812 52nd Avenue East	Tacoma	WA	98446	Insulation	D4M0027216 M4M0027216
Integrated Door Systems	11128 117th Place Northeast	Kirkland	WA	98033	Doors, Frames & Hardware Supply	P000030130
Jenco Building Services	10430 Portland Ave E	Tacoma	WA	98445	Damproofing and Waterproofing	M1F0028939 D2F0028434
JSB Contractors, LLC	1319 Thornton Avenue Southwest	Pacific	WA	98047	Earthwork and Utilities	W2F0028434



**Absher Construction**  
Port Gardner Storage Facility - REBID (Everett, WA)  
List of All Minority Businesses Solicited  
Spec Section 00 45 39, Paragraph IV, RCW 35.22.650 Certification

Minority Business Name	Address	City	State	Zip	Goods or Services Involved	Certification #
Just Right Heating & Cooling	514 NE 112th Ave	Vancouver	WA	98684	HVAC	D5M0023283
KolKay Electric Inc.	930 Battersby Avenue	Enumclaw	WA	98022	Electrical	M5M0023283 D2F0025058 W2F0025058
Lamb Contracting LLC	22722 29th Drive Southeast	Bothell	WA	98021	Site Concrete	D2F0026861 W2F0026861
Lanktree Land Surveying, Inc.	421 B Street Northeast	Auburn	WA	98002	Surveying	S00024093
LeMaster Electric	9209 60th Dr NE	Marysville	WA	98270	Electrical	D2F0029995
Liberty Electric	13075 Gateway Dr S, Ste 160	Tukwila	WA	98128	Electrical	M2F0029995 D2M0030693
Life Safety Solutions, Inc.	9210 Northeast 62nd Avenue	Vancouver	WA	98665	Fireproofing	M5M0026530
Lindsay-Johnson Mechanical	1320 26th St NW, #9	Auburn	WA	98001	HVAC	P00029113
M D Marine Electric	672 East 11th Street	Tacoma	WA	98421	Electrical	S00028590
M2 Industrial	180 Hanson Rd	Ellensburg	WA	98926	Fencing	D2F0011551 W2F0011551
Madlyn Metal Fab, LLC	778 South 27th Street	Washougal	WA	98671	Structural Steel Fabrication	D2F0025189 W2F0025189
Magna Services	P.O. Box 53384	Bellevue	WA	98015	Dewatering	D5M0024408 M5M0024408
Marwood General Construction	18887 Washington 305	Poulsbo	WA	98370	Earthwork and Utilities	D3M0023262 M3M0023262
Mason Coatings	P.O. Box 2342	Tacoma	WA	98401	Painting	P00023262 D2F0009506 W2F0009506
Mastercraft Roofing, Inc.	20612 196th PL SE	Maple Valley	WA	98038	Roofing	M5M0021767 P00021767
MBI Construction Services, Inc.	2016 Fruitvale Boulevard	Yakima	WA	98902	Structural Steel Fabrication	D3M0023698 M3M0023698
Metro Painting LLC	1900 West Nickerson Street	Seattle	WA	98119	Painting	D2F0021643 W2F0021643
MJ Hughes Construction	11510 Northeast 87th Avenue	Vancouver	WA	98662	Site Concrete	S00026869
MJE Industrial, LLC	1801 E 4th St	Vancouver	WA	98661	Painting	S00030096
MK Fall Protection Inc	PO Box 1432	Lake Stevens	WA	98258	Fall Protection	M5M0026459
MNG Construction LLC	1002 Cole St	Enumclaw	WA	98022	Earthwork and Utilities	D3M0026036 M3M0026036
Modern Custom Woodworking	1102 Northwest Rhoton Court	Yelm	WA	98597	Finished Carpentry	D3M0025980
Moe Welding & Erecting LLC	5720 112th Street East	Puyallup	WA	98373	Structural Steel Erection	M3M0025980 D3M0024333
Monarch Masonry	P.O. Box 1377	Coupeville	WA	98239	Masonry	M3M0027798
Morse Steel Service	3006 West Illinois Street	Bellingham	WA	98225	Rebar	S00027837
N. W. Arrow Construction Staking LLC (MBE)	25326 155th Street East	Buckley	WA	98321	Surveying	M1M0028570



**Absher Construction**  
**Port Gardner Storage Facility - REBID (Everett, WA)**  
**List of All Minority Businesses Solicited**  
**Spec Section 00 45 39, Paragraph IV, RCW 35.22.650 Certification**

Minority Business Name	Address	City	State	Zip	Goods or Services Involved	Certification #
N.W. Construction General Contracting Nc Structures Llc	22317 NE 72nd Ave	Battle Ground	WA	98604	Earthwork and Utilities	D5M0021558
	7085 Southwest Tenby Court	Port Orchard	WA	98367	Siding	M5M0021558 P00021558
Netcompliance Environmental Services NI Painting & Construction Company	2112 E 26th St	Vancouver	WA	98661	Demoition & Abatement	M4M0021667
	1826 145th Pl SE	Bellevue	WA	98007	Painting	D4M0017991 M4M0017991
Northwest Asphalt, Inc.	10430 Renton Issaquah Road Southeast	Issaquah	WA	98027	Asphalt Paving	M4M0018809
	33650 6th Avenue South	Federal Way	WA	98003	Surveying	D1M0026259 M1M0026259 P000026259
OBunco Engineering						D3M0016030 M3M0016030
Olson Concrete Construction Otto Rosenau & Associates, Inc.	2210 W Main St, #107-353	Battle Ground	WA	98604	Site Concrete	D2F0026979 W2F0026979
	6747 Martin Luther King Junior Way South	Seattle	WA	98118	Testing and Inspection	W2F0013684
Pacific Construction Supply Inc	19501 144th Avenue Northeast	Woodinville	WA	98072	Roof Accessories	D2F0027281 W2F0027281
	5810 152nd St NE	Marysville	WA	98271	Piling/Ground Improvements	D2F0001949 W2F0001949
Pearson Drilling						D2F0023823 W2F0023823
Perimeter Security Group Phampena, Inc.	7488 N Government Way	Dalton Gardens	ID	83815	Fencing	M4F0025618
Pile Contractors, Inc.	21715 Southeast 239th Street	Maple Valley	WA	98038	Siding	S000025485
	Po Box 1079	Ravensdale	WA	98051	Ground Improvements	D5M0026484 M5M0026484
PNW Reinforcing Inc	31600 126th Avenue Southeast	Auburn	WA	98092	Rebar	D3M0029932 M3M0029932
Premier Electric	2225 SW 313th St	Federal Way	WA	98023	Electrical	D2F0022245 W2F0022245
Puget Sound Steel	906 3rd Avenue South	Kent	WA	98032	Rebar	D2F0026123 P000026123
Quality Fence Builders, Inc.	214 21st Street Southeast	Auburn	WA	98002	Fencing	W2F0026123
	22833 Southeast 287th Place	Maple Valley	WA	98038	Finished Carpentry	D3M0016768 M3M0016768
Quality Woodworking & Construction Rainbow Federal, Inc.	4503 83rd Ave SE, Suite A	Snohomish	WA	98290	Roofing	W2F0027534
RC Building Specialties LLC Realfine Painting LLC	988 Industry Drive	Tukwila	WA	98188	Roof Accessories	M3M0021635
	2515 South Tacoma Way	Tacoma	WA	98409	Painting	S000028945
Rebar International Incorporated ReCor Door	2604 Meridian Avenue East	Edgewood	WA	98371	Rebar	D2F0006440 W2F0006440
		Everett	WA	98206	Doors, Frames & Hardware Supply	S000027449
Riviera Masonry, Inc.	1995 North Mulberry	Prescott Valley	AZ	86314	Rebar	D5M0024706 M5M0024706



**Absher Construction**  
**Port Gardner Storage Facility - REBID (Everett, WA)**  
**List of All Minority Businesses Solicited**  
**Spec Section 00 45 39, Paragraph IV, RCW 35.22.650 Certification**

Minority Business Name	Address	City	State	Zip	Goods or Services Involved	Certification #
Roc City Flooring Group, LLC						D3M0027750
Rojas Exteriors LLC	118 Pogue Rd	Omak	WA	98841	Resinous Floor	M3M0027750
	2627 South 138th Street	SeaTac	WA	98168	Siding	P000027750
Salinas Construction, Inc.	7804 40th Avenue West	Mukilteo	WA	98275	Concrete	M5M0026631
						D5M0022265
						M5M0022265
						P000022265
Shipley Specialties	27809 59th ave NE	Arlington	WA	98223	Toilet and Bath Accessories	D2F0022784
Shj Electric Co. Inc.		Seattle	WA	98148	Electrical	W2F0022784
Siteline Contractor Surveys	14625 Northeast 145th Street	Woodinville	WA	98072	Surveying	S000024534
						S000025815
SQL, Inc.	3821 South Road	Mukilteo	WA	98275	Roofing	D2F0028312
						W2F0028312
ST Fabrication, Inc. / Jabez	13322 142nd Avenue East	Orting	WA	98360	Structural Steel Fabrication	D4M0018443
SteelKorr	1705 S 93rd St, Ste F4	Seattle	WA	98108	Structural Steel Erection	M4M0018443
						M4M0022652
Subsurface Construction	9716 237th Place Southwest	Edmonds	WA	98020	Ground Improvements	D4M0024998
						M4M0024998
Sundancer Electric Inc.	8041 South 228th Street	Kent	WA	98032	Electrical	D1M0022607
						M1M0022607
Sunset Company llc	16444 Southeast 135th Street	Renton	WA	98059	Rebar	D5M0024643
						M5M0024643
Synchronized Enterprises Inc. dba. Farwest Fabrication	5521 184th Street East	Puyallup	WA	98375	Structural Steel Fabrication	D2F0024844
						W2F0024844
The Bag Lady	11124 Valley Ave E	Puyallup	WA	98372	TESC	D2F0016394
The Greenbusch Group Inc.	1900 West Nickerson Street	Seattle	WA	98119	Vibration and Settlement Monitoring	W2F0016394
Top Iron LLC	8203 205th Ave East	Bonney Lake	WA	98391	Structural Steel Erection	M4F0007923
						S000027428
True North Land Surveying	1930 6th Ave S, Ste 401	Seattle	WA	98134	Surveying	D2F0018164
						W2F0018164
Tunista Construction	4425 South Orchard Street	Tacoma	WA	98466	Earthwork and Utilities	D1M0024253
						M1M0024253
United Professional Caulking & Restoration, Inc.	4491 South 134th Place	Tukwila	WA	98168	Damproofing and Waterproofing	D5F0016236
United Seattle LLC	1010 se Everett mall way Suite 100	everett	WA	98208	Insulation	M5F0016236
UWD PreBuild, Inc.	15034 SW 91st Ave	Tigard	OR	97224	Demolition and Abatement	S000027336
VP Peri Painting Company	PO Box 2470 Redmond, WA 98073	Redmond	WA	98073	Painting	D4F0029137
						M3M0028808
W.E. Coates Surveying	9701 50th Avenue East	Tacoma	WA	98446	Surveying	D3M0019952
Warfield Masonry	2601 96th St S	Tacoma	WA	98444	Masonry	M3M0019952
Washington Best Finishes, LLC	3702 West Valley Highway North	Auburn	WA	98001	Drywall and Metal Stud Framing	M5M0026991



**Absher Construction**  
**Port Gardner Storage Facility - REBID (Everett, WA)**  
**List of All Minority Businesses Solicited**  
**Spec Section 00 45 39, Paragraph IV, RCW 35.22.650 Certification**

Minority Business Name	Address	City	State	Zip	Goods or Services Involved	Certification #
WDX Specialties	13504 NE 84th St, Ste 103, PMB 105	Vancouver	WA	98682	Toilet Partitions/Accessories	D3M0029374 M3M0029374 P000029374
West Coast Flooring	3320 West Valley Highway North	Auburn	WA	98001	Tile	W2F0027463

# ABSHER/STELLAR J JOINT VENTURE

October 22, 2025

City of Everett  
ATTN: Zach Brown, PE  
Principal Engineer | Public Works  
3200 Cedar Street, Everett, WA 98201  
ZBrown@everettwa.gov

Re: Supplemental Bidder Criteria: Port Gardner Storage Facility- Facility Construction Package; WO# UP-3525

Dear Mr. Brown:

Enclosed please find Absher/Stellar J Joint Venture's supplemental bidder criteria for the Port Gardner Storage Facility- Facility Construction Package, including responses below to the additional 002213 requirements and Addendum 1.

## **Responses to requirements stated in section 002213**

1.2.3(c)(1) Absher/Stellar J joint venture agreement has been included with this submittal

1.2.3(c)(2) Absher Construction Company and Stellar J Corporation are not related entities. The only formal business relationship that exists is as members of the Absher/Stellar J Joint Venture for the Port Gardner Storage Facility Project.

1.2.3(c)(3) Specific Roles and Responsibilities for the PGSF Project:

Absher/Stellar Joint Venture will operate as a single entity as it relates to working with the City of Everett. Internally, we have divided work as follows to leverage each company's strengths and expertise:

Absher Construction will act as the Majority JV member for the project and control work for Existing Conditions (Demo), Concrete, Masonry, Metals, Woods, Plastics and Composites, Thermal and Moisture Protection, Openings, Finishes, Specialties, Residential Equipment, Furnishings, some of the Plumbing and HVAC work, Electrical, Communications, Earthwork and Utilities, and Exterior Improvements.

Stellar J will provide management and oversight for work on the waterwater/infrastructure components of the project including certain plumbing and HVAC components, Process Interconnections, some of the Material Processing and Handling Equipment, Process Gas and Liquid Handling Purification and Storage equipment, Pollution and Waste Control Equipment, and Waste and Wastewater Equipment work.

1.2.3(c)(4) Absher and Stellar J have not previously worked on projects together.

## **Response to requirements stated in section Addendum 01**

1.02.1(2)A Absher/Stellar J confirms that it complies with the Wage Compliance requirements applying to this project

1.02.1(2)B Absher/Stellar J confirms that it complies with the Apprentice Utilization requirements applying to this project

Thank you,

Adam Buckley, Designated Agent

City of Everett  
Port Gardner Storage Facility – Facility Construction Package

00 45 13 - 1  
WO# UP-3525

## SECTION 00 45 13 - BIDDER QUALIFICATION STATEMENT

PROJECT NAME: Port Gardner Storage Facility – Facility Construction Package

CONTRACTOR'S

COMPANY NAME: Absher/Stellar J Joint Venture

DATE: October 22, 2025

ADDRESS: 1001 Shaw Rd

TELEPHONE: 253.845.9544

Puyallup, WA 98372

The Bidder must document in Sections 1-3 below and in the worksheets provided in Attachment A that the Bidder, Bidder's Project Manager, and Bidder's Superintendent meet the Supplemental Responsibility Criteria in the Supplementary Instructions to Bidders (Section 00 22 13). The Bidder should provide additional sheets to fully describe referenced projects and experience as needed.

1. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder must satisfy both (a) and (b):
  - (a) Within the twelve years prior to bid opening, the Bidder must have successfully completed (or be successfully completing under current contract) at least two Similar Projects; and
  - (b) Within the twelve years prior to bid opening, the Bidder must have successfully completed (or be successfully completing under current contract) at least one Similar Excavation Project. This project must be a different project than the projects used for (a).

Requirements for a project to qualify as a "Similar Project" and "Similar Excavation Project" are listed in Section 00 22 13. List the Similar Project's that show that Bidder has this experience.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
1. WRF Phase 2 Upgrades	2022	City of Yelm	Yelm, WA	\$35M
2. Primary Clarifier, Hauled Waste, Aerobic Digester, and Dryer Upgrades	2024	Three Rivers Regional Wastewater Authority	Longview, WA	\$40M
3. Biosolids Handling Facilities	2024	City of Washougal	Washougal, WA	\$28M

**City of Everett**  
**Port Gardner Storage Facility – Facility Construction Package**

00 45 13 - 2  
 WO# UP-3525

Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Brad Chatwood	Project Manager	360-890-0904	bradc@yelmwa.gov
Gary Myers	PE Facility Engineer	564-233-1139	gary.myers@ecy.wa.gov
Ryan Baker	Project Manager	360-835-2662	ryan.baker@cityofwashougal.us

2. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's project manager for the Project must satisfy both (a) and (b):

- (a) Within the twelve years prior to bid opening, the Bidder's project manager must have successfully served (or be currently successfully serving) as project manager on at least one Similar Project; and
- (b) Within the twelve years prior to bid opening, the Bidder's project manager must have successfully served (or be currently successfully serving) as project manager on at least one Similar Excavation Project. This project must be a different project than the project used for (a).

Requirements for a project to qualify as a "Similar Project" and "Similar Excavation Project" are listed in Section 00 22 13. List the project manager's name and projects that show that he or she has this experience.

Name: Tim Bauman

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
1. WRF Phase 2 Upgrades	2022	City of Yelm	Yelm, WA	\$35M
2. Primary Clarifier, Hauled Waste, Aerobic Digester, and Dryer Upgrades	2024	Three Rivers Regional Wastewater Authority	Longview, WA	\$40M
3. Biosolids Handling Facilities	2024	City of Washougal	Washougal, WA	\$28M



**City of Everett**  
**Port Gardner Storage Facility – Facility Construction Package**

00 45 13 - 3  
 WO# UP-3525

Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Brad Chatwood	Project Manager	360-890-0904	bradc@yelmwa.gov
Gary Myers	PE Facility Engineer	564-233-1139	gary.myers@ecy.wa.gov
Ryan Baker	Project Manager	360-835-2662	ryan.baker@cityofwashougal.us

3. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's superintendent for the Project must satisfy both (a) and (b):
- (a) Within the twelve years prior to bid opening, the Bidder's superintendent must have successfully served (or be currently successfully serving) as superintendent on at least one Similar Project; and
  - (b) Within the twelve years prior to bid opening, the Bidder's superintendent must have successfully served (or be currently successfully serving) as superintendent on at least one Similar Excavation Project. This project must be a different project than the project used for (a).

Requirements for a project to qualify as a "Similar Project" and "Similar Excavation Project" are listed in Section 00 22 13. List the superintendent's name and projects that show that he or she has this experience.

Name: Mike Koski

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
1. WRF Phase 2 Upgrades	2022	City of Yelm	Yelm, WA	\$35M
2. Primary Clarifier, Hauled Waste, Aerobic Digester, and Dryer Upgrades	2024	Three Rivers Regional Wastewater Authority	Longview, WA	\$40M
3. Biosolids Handling Facilities	2024	City of Washougal	Washougal, WA	\$28M

**City of Everett**  
**Port Gardner Storage Facility – Facility Construction Package**

**00 45 13 - 4**  
**WO# UP-3525**

---



---



---



---

Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Brad Chatwood	Project Manager	360-890-0904	bradc@yelmwa.gov
Gary Myers	PE Facility Engineer	564-233-1139	gary.myers@ecy.wa.gov
Ryan Baker	Project Manager	360-835-2662	ryan.baker@cityofwashougal.us

4. Name and title of person filling out form:

Adam Buckley  
NAME

Absher/Stellar J Joint Venture Designated Agent  
TITLE

**ATTACHMENT A TO SECTION 00 45 13 FOLLOWS**

**END OF SECTION 00 45 13**

### ATTACHMENT A: SUPPLEMENTAL RESPONSIBILITY CRITERIA WORKSHEET

**Bidder:** Absher/Stellar J Joint Venture

#### 1. WRF Phase 2 Upgrades

	Similar Project # 1	Answer
(1)	The project has a total contract value of at least \$25,000,000?	At least \$25,000,000? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
(2)	The project includes the construction, installation and commissioning of potable water or wastewater infrastructure.	Includes this infrastructure? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	Which of the following does this infrastructure include? (i) potable water or wastewater treatment plant process system component(s) capable of processing at least one million gallons per day (MGD) of potable water or one MGD of wastewater, (ii) a potable water or wastewater pump station with daily flow rate of at least one MGD	At least one must be checked:  (i) <input checked="" type="checkbox"/> (ii) <input checked="" type="checkbox"/>
(3)	The project must include the installation and commissioning of electrical, instrumentation, <u>and</u> controls infrastructure. If the installed and commissioned infrastructure does not include all three (electrical, instrumentation, <u>and</u> controls), it does <u>not</u> meet this requirement.	Includes all three (electrical, instrumentation, <u>and</u> controls infrastructure)?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)

#### 2. Primary Clarifier, Hauled Waste, Aerobic Digester,

	Similar Project #2 and Dryer Upgrades	Answer
(1)	The project has a total contract value of at least \$25,000,000?	At least \$25,000,000? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
(2)	The project includes the construction, installation and commissioning of potable water or wastewater infrastructure.	Includes this infrastructure? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	Which of the following does this infrastructure include? (i) potable water or wastewater treatment plant process system component(s) capable of processing at least one million gallons per day (MGD) of potable water or one MGD of wastewater, (ii) a potable water or wastewater pump station with daily flow rate of at least one MGD	At least one must be checked:  (i) <input checked="" type="checkbox"/> (ii) <input type="checkbox"/>
(3)	The project must include the installation and commissioning of electrical, instrumentation, <u>and</u> controls infrastructure. If the installed and commissioned infrastructure does not include all three (electrical, instrumentation, <u>and</u> controls), it does <u>not</u> meet this requirement.	Includes all three (electrical, instrumentation, <u>and</u> controls infrastructure)?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)



## **1. WRF Phase 2 Upgrades**

Schedule A – Liquid Process: Conversion of an existing Sequencing Batch Reactor (SBR) water reclamation facility (WRF) to a new membrane bioreactor (MBR) WRF including all ancillary equipment needed to support the MBR treatment system including but not limited to: Obtain and comply with permits; Partial demolition of SBR tanks, Blower equipment, pump station, Effluent Filters, lagoon equipment, power generators, chlorine contact tank, Influent structure, Solids building equipment, and abandoning site pipe; Construction of Mechanical Electrical Building, MBR tanks, Aeration tank walls, Headworks, Feed Forward Building, MBR CIP Building, Distribution structures, flow channels, Chemical Building, and Plant Drain Pump Station; Excavation, Paving and restoration; Supply and installation of headworks drum screens, gates and control panels; Supply and Installation of grit removal system with pump and classifier; Supply and installation of blowers, pumps, sanitary sewer piping, and supports; Supply and installation of MBR submerged membrane units (SMUs) in MBR tanks; Installation includes all piping, equipment and instruments provided by MBR manufacturer; Stainless steel, ductile iron and other pipe supply and installation; Supply and installation of electrical MCCs, VFDs, instruments, duct banks, conduit, and PLC replacement; Supply and installation of standby generator with fuel tank and transformer; Demolition and replacement of existing pipe, conduits, metal supports, and doors at the facility; Supply and installation of HVAC systems and louvers.

Schedule B – Solids Handling: Supply and install new centrifuge; polymer feed systems, controls, and conveyors; a biodryer constructed with expansion for second with up to three boilers, odor control, a 2,400-square foot weather enclosure, and ancillary equipment to produce an exceptional quality Class A Biosolid; and a new septage receiving station with screening, valving and metering, odor control, a storage tank, and pump station.

Phase startup, temporary pipes/pumps and commissioning of facility equipment; and other facility improvements and additions as shown on the Contract Drawings.

- MGD: 2.2

## **2. Primary Clarifier, Hauled Waste, Aerobic Digester, and Dryer Upgrades**

Construction of two primary clarifiers, an aerobic digester, digester control building, headworks improvements, installation and commissioning of an owner-furnished biosolids drying system, and a hauled waste receiving and pump station at the Three Rivers Regional Wastewater Treatment Plant. Other work includes a flow splitter structure and gates, replacement of primary sludge pumps and piping, associated yard piping, electrical upgrades, instrumentation and controls upgrades, grading and drainage improvements, and paving. The work includes demolition of two clarifiers, existing headworks channels, primary diversion structure, primary sludge pumps and piping, grit removal equipment, hauled waste station equipment, and solids handling equipment. The headworks improvements include installation of a grit chamber and bypass structure. Solids handling improvements will include installation of several sludge pumps, a rotary drum thickener, and a drum dryer system.

- MGD: 26.0
- Groundwater pumping and disposal
- Auger-cast piles

	Similar Project # 3	Answer
(1)	The project has a total contract value of at least \$25,000,000?	At least \$25,000,000? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
(2)	The project includes the construction, installation and commissioning of potable water or wastewater infrastructure.	Includes this infrastructure? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	Which of the following does this infrastructure include? (i) potable water or wastewater treatment plant process system component(s) capable of processing at least one million gallons per day (MGD) of potable water or one MGD of wastewater, (ii) a potable water or wastewater pump station with daily flow rate of at least one MGD	At least one must be checked:  (i) <input checked="" type="checkbox"/> (ii) <input type="checkbox"/>
(3)	The project must include the installation and commissioning of electrical, instrumentation, <u>and</u> controls infrastructure. If the installed and commissioned infrastructure does not include all three (electrical, instrumentation, <u>and</u> controls), it does <u>not</u> meet this requirement.	Includes all three (electrical, instrumentation, <u>and</u> controls infrastructure)?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)

### 3. Biosolids Handling Facilities

Construction of new biosolids management facilities at the City of Washougal wastewater treatment plant (WWTP) which will consist of a new biological selector, aerobic digester, biosolids handling building, and addition of odor control in the existing headworks building.

The City is working on multiple upgrades to the WWTP to reduce potential environmental impacts of the sludge lagoons to the adjacent Steigerwald National Wildlife Refuge, reduce odors, and improve effluent quality discharged to the Columbia River. The new solids handling building setup will include a rotary drum thickener, screw press dewatering, polymer activation and dosing, aeration blowers, electrical room for control panels and Motor Control Centers (MCCs), and conveyor system to biosolids storage. Other processes in the plant will include odor control in the headwork and solids handling processes, biological selector, decommissioning of the existing lagoon storage system, addition of aerobic solids digestion, WAS pump replacement, and upgrade of the existing utility water system. Two (2) new solids handling structures are proposed for the project: an aerobic digester and a solids handling building. The new structures are to be constructed in the location of

Lagoon 1, which will be fully decommissioned and filled. One (1) new treatment structure will be constructed between the headworks and the oxidation ditches: the biological selector.

- MGD: 26.0

**City of Everett**  
**Port Gardner Storage Facility – Facility Construction Package**

00 45 13 - 6  
 WO# UP-3525

**Bidder:** Absher/Stellar J Joint Venture **2. Primary Clarifier, Hauled Waste, Aerobic Digester, and Dryer Upgrades**

	Similar Excavation Project	Answer
(1)	The project has total contract value of at least \$25,000,000?	At least \$25,000,000? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
(2)	The project includes the construction, installation and commissioning of potable water or wastewater infrastructure.	Includes this infrastructure? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	Which of the following does this infrastructure include? (i) potable water or wastewater treatment plant process system component(s) capable of processing at least one million gallons per day (MGD) of potable water or one MGD of wastewater, (ii) a potable water or wastewater pump station with daily flow rate of at least one MGD	At least one must be checked:  (i) <input checked="" type="checkbox"/> (ii) <input type="checkbox"/>
(3)	The project must include the installation and commissioning of electrical, instrumentation, <u>and</u> controls infrastructure. If the installed and commissioned infrastructure does not include all three (electrical, instrumentation, <u>and</u> controls), it does <u>not</u> meet this requirement.	Includes all three (electrical, instrumentation, <u>and</u> controls infrastructure)?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
Excavation Requirements	The project has at least one excavation at a depth of at least 15 feet?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	The project includes ground water pumping and disposal?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	The project includes installation of structural ground improvement infrastructure specifically designed to enhance the engineering properties of subsurface soils such as, for example, pile supports, aggregate piers, or soil grouting? Preloading and compaction are examples of ground improvements that are not structural and do <u>not</u> meet this requirement.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)

**City of Everett**  
**Port Gardner Storage Facility – Facility Construction Package**

00 45 13 - 7  
 WO# UP-3525

**Bidder's Project Manager:** Tim Bauman

**1. WRF Phase 2 Upgrades**

	<b>Similar Project # 1</b>	<b>Answer</b>
(1)	The project has a total contract value of at least \$25,000,000?	At least \$25,000,000? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
(2)	The project includes the construction, installation and commissioning of potable water or wastewater infrastructure.	Includes this infrastructure? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	Which of the following does this infrastructure include? (i) potable water or wastewater treatment plant process system component(s) capable of processing at least one million gallons per day (MGD) of potable water or one MGD of wastewater, (ii) a potable water or wastewater pump station with daily flow rate of at least one MGD	At least one must be checked:  (i) <input checked="" type="checkbox"/> (ii) <input checked="" type="checkbox"/>
(3)	The project must include the installation and commissioning of electrical, instrumentation, <u>and</u> controls infrastructure. If the installed and commissioned infrastructure does not include all three (electrical, instrumentation, <u>and</u> controls), it does <u>not</u> meet this requirement.	Includes all three (electrical, instrumentation, <u>and</u> controls infrastructure)?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)



**City of Everett**  
**Port Gardner Storage Facility – Facility Construction Package**

00 45 13 - 8  
 WO# UP-3525

**Bidder's Project Manager:** Tim Bauman **2. Primary Clarifier, Hauled Waste, Aerobic Digester, and Dryer Upgrades**

	Similar Excavation Project	Answer
(1)	The project has total contract value of at least \$25,000,000?	At least \$25,000,000? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
(2)	The project includes the construction, installation and commissioning of potable water or wastewater infrastructure.	Includes this infrastructure? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	Which of the following does this infrastructure include? (i) potable water or wastewater treatment plant process system component(s) capable of processing at least one million gallons per day (MGD) of potable water or one MGD of wastewater, (ii) a potable water or wastewater pump station with daily flow rate of at least one MGD	At least one must be checked:  (i) <input checked="" type="checkbox"/> (ii) <input type="checkbox"/>
(3)	The project must include the installation and commissioning of electrical, instrumentation, <u>and</u> controls infrastructure. If the installed and commissioned infrastructure does not include all three (electrical, instrumentation, <u>and</u> controls), it does <u>not</u> meet this requirement.	Includes all three (electrical, instrumentation, <u>and</u> controls infrastructure)?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
Excavation Requirements	The project has at least one excavation at a depth of at least 15 feet?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	The project includes ground water pumping and disposal?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	The project includes installation of structural ground improvement infrastructure specifically designed to enhance the engineering properties of subsurface soils such as, for example, pile supports, aggregate piers, <u>or</u> soil grouting? Preloading and compaction are examples of ground improvements that are not structural and do <u>not</u> meet this requirement.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)

**City of Everett**  
**Port Gardner Storage Facility – Facility Construction Package**

00 45 13 - 9  
 WO# UP-3525

**Bidder's Superintendent:** Mike Koski

**1. WRF Phase 2 Upgrades**

	<b>Similar Project # 1</b>	<b>Answer</b>
(1)	The project has a total contract value of at least \$25,000,000?	At least \$25,000,000? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
(2)	The project includes the construction, installation and commissioning of potable water or wastewater infrastructure.	Includes this infrastructure? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	Which of the following does this infrastructure include? (i) potable water or wastewater treatment plant process system component(s) capable of processing at least one million gallons per day (MGD) of potable water or one MGD of wastewater, (ii) a potable water or wastewater pump station with daily flow rate of at least one MGD	At least one must be checked:  (i) <input checked="" type="checkbox"/> (ii) <input checked="" type="checkbox"/>
(3)	The project must include the installation and commissioning of electrical, instrumentation, <u>and</u> controls infrastructure. If the installed and commissioned infrastructure does not include all three (electrical, instrumentation, <u>and</u> controls), it does <u>not</u> meet this requirement.	Includes all three (electrical, instrumentation, <u>and</u> controls infrastructure)?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)

**City of Everett**  
**Port Gardner Storage Facility – Facility Construction Package**

00 45 13 - 10  
 WO# UP-3525

**Bidder's Superintendent:** Mike Koski **2. Primary Clarifier, Hauled Waste, Aerobic Digester, and Dryer Upgrades**

	Similar Excavation Project	Answer
(1)	The project has total contract value of at least \$25,000,000?	At least \$25,000,000? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
(2)	The project includes the construction, installation and commissioning of potable water or wastewater infrastructure.	Includes this infrastructure? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	Which of the following does this infrastructure include? (i) potable water or wastewater treatment plant process system component(s) capable of processing at least one million gallons per day (MGD) of potable water or one MGD of wastewater, (ii) a potable water or wastewater pump station with daily flow rate of at least one MGD	At least one must be checked:  (i) <input checked="" type="checkbox"/> (ii) <input type="checkbox"/>
(3)	The project must include the installation and commissioning of electrical, instrumentation, <u>and</u> controls infrastructure. If the installed and commissioned infrastructure does not include all three (electrical, instrumentation, <u>and</u> controls), it does <u>not</u> meet this requirement.	Includes all three (electrical, instrumentation, <u>and</u> controls infrastructure)?  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
Excavation Requirements	The project has at least one excavation at a depth of at least 15 feet?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	The project includes ground water pumping and disposal?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)
	The project includes installation of structural ground improvement infrastructure specifically designed to enhance the engineering properties of subsurface soils such as, for example, pile supports, aggregate piers, <u>or</u> soil grouting? Preloading and compaction are examples of ground improvements that are not structural and do <u>not</u> meet this requirement.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (must be yes)

# ABSHER/STELLAR J JOINT VENTURE

City of Everett  
Port Gardner Storage Facility – Facility Construction Package

00 43 36 - 1  
WO# UP-3525

## SECTION 00 43 36 – PROPOSED SUBCONTRACTORS FORM

1. Bidder SHALL identify in the table below the licensed Subcontractors with whom it will subcontract to perform the heating, ventilation and air conditioning, plumbing (as defined by RCW Chap. 18.106), and electrical work (as defined by RCW Chap. 19.28). Bidder may identify itself to perform this work provided that Bidder is licensed to perform the work for which it has identified itself. Bidder SHALL provide the license number for all Subcontractors identified (or the license number for itself, if it has identified itself). If Bidder believes a category of work is not part of the Work, Bidder shall write “NO WORK”. **Bidder SHALL submit the information required by this Paragraph 1 with the bid proposal at the published bid submittal time.**
2. Bidder SHALL identify in the table below the Subcontractors with whom it will subcontract to perform the structural steel installation and rebar installation work. Bidder may identify itself to perform this work. If Bidder believes a category of work is not part of the Work, Bidder shall write “NO WORK”. **Bidder SHALL submit the information required by this Paragraph 2 with the bid proposal at the published bid submittal time or within forty-eight hours of the published bid submittal time.**
3. 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.
4. **Bidder’s Bid shall be deemed non-responsive and void if:**
  - A. If Bidder fails: (1) to submit the names of Subcontractors as required above; (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 category of Work; or
  - C. Bidder fails to provide (or to correct) proof of license as required herein.
5. The requirements of this section apply only to Subcontractors who will contract directly with the prime contract bidder submitting the Bid to the City.



Type/Scope of Work	Name and Address of Subcontractor or Bidder <u>and License Number</u>
HEATING Subcontractor, bidder or “no work” <b>MUST</b> be stated	Submitted previously on October 21, 2025 @ 2:00pm
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or “no work” <b>MUST</b> be stated	Submitted previously on October 21, 2025 @ 2:00pm
PLUMBING (as described in RCW Ch. 18.106) Subcontractor, bidder or “no work” <b>MUST</b> be stated	Submitted previously on October 21, 2025 @ 2:00pm
ELECTRICAL (as described in RCW Ch. 19.28) Subcontractor, bidder or “no work” <b>MUST</b> be stated	Submitted previously on October 21, 2025 @ 2:00pm

**Errors identified by the City in the proof of license information must be corrected by the Bidder within 48 hours of submission.**

Type/Scope of Work	Name and Address of Subcontractor or Bidder
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or “no work” <b>MUST</b> be stated	Cascade Steel 950 Industry Dr Seattle, WA 98188 CASCASI077NS
REBAR INSTALLATION Subcontractor, bidder or “no work” <b>MUST</b> be stated	Pacific Steel Group, LLC 535 Dock St Tacoma, WA 98402 PACIFSG767BR

**END OF SECTION 00 43 36**

**ATTACHMENT  
TO CONTRACT**

**PROJECT LABOR  
AGREEMENT**

**PROJECT LABOR  
AGREEMENT FOR**

**Port Gardner Storage Facility**

**by and between  
The CITY OF EVERETT**

**and  
NORTHWEST WASHINGTON  
BUILDING AND CONSTRUCTION TRADES COUNCIL**

**and the  
WESTERN STATES REGIONAL COUNCIL OF CARPENTERS**

**and the  
CRAFT UNIONS & DISTRICT COUNCILS  
SIGNATORY TO THIS AGREEMENT**

## TABLE OF CONTENTS

PREAMBLE .....	3
ARTICLE 1 PURPOSE .....	4
ARTICLE 2 SCOPE AND DURATION OF AGREEMENT .....	5
ARTICLE 3 UNION RECOGNITION, WAGES & BENEFITS.....	6
ARTICLE 4 HELMETS TO HARDHATS.....	9
ARTICLE 5 CONTINUITY OF WORK.....	11
ARTICLE 6 JURISDICTIONAL DISPUTES.....	12
ARTICLE 7 GRIEVANCE AND ARBITRATION.....	13
ARTICLE 8 SAFETY AND SANITATION .....	14
ARTICLE 9 GENERAL SAFETY CLAUSE.....	15
ARTICLE 10 PRE-JOB CONFERENCE.....	16
ARTICLE 11 PRIORITY HIRE PROGRAM .....	17
ARTICLE 12 PREFERRED ENTRY PROGRAM.....	18
ARTICLE 13 PARKING.....	19
ARTICLE 14 ASSIGNMENT.....	20
ARTICLE 15 ENTIRE UNDERSTANDING .....	21
EXHIBIT 1 - LETTER OF ASSENT .....	25
EXHIBIT 2 - PRE-JOB CONFERENCE FORM.....	26
EXHIBIT 3 - PRIORITY HIRE ZIP CODES .....	31



## PROJECT LABOR AGREEMENT

### PREAMBLE

This Agreement is entered into by and between the City of Everett, ("City" or the "Owner"), the Contractor selected for the covered project defined below, (hereinafter "General Contractor") and the subcontractors (hereinafter "Subcontractors") performing covered work as defined in Section 2.1 (the General Contractor and all Subcontractors collectively hereinafter "Employers" or "Contractors" and each an "Employer" or "Contractor") for the construction of the Port Gardner Storage Facility Project in Everett, Washington (hereinafter "Project" or "covered project") and the Northwest Washington Building and Construction Trades Council ("Council"), the Western States Regional Council of Carpenters and the Local Unions and District Councils signatory to this Agreement and having members employed on the project (collectively hereinafter "Unions"). This Agreement is referred to herein as "Agreement" or "PLA".

WHEREAS the General Contractor will enter into a public works contract with the City of Everett (the "Owner") for the construction of the Port Gardner Storage Facility Project, in Everett, Washington.

AND WHEREAS, the Employers and Unions (Collectively Hereinafter "Parties"), desire to ensure stable relations for the benefit of the Owner, the Project and the community:

THEREFORE, the Parties agree as follows:

ARTICLE 1  
PURPOSE

- 1.1. The purpose of this Agreement is to ensure that all work on this Project shall proceed continuously and without interruption.
- 1.2. It is the objective of the Parties that the construction of this Project will be a benefit to the Owner, the Employers, the Unions, and the community and it is recognized by all parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is our mutual desire to promote these relationships on this Project.
- 1.3. The parties hereby agree and do establish and put into practice, as set forth in Articles 6 & 7, effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise so that the parties are assured of complete continuity of operation, without slowdown or interruption and that labor-management peace is maintained for the life of this construction Project.
- 1.4. The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act, 29 U.S.C. § 158(f).
- 1.5. The Parties agree that all contractors, subcontractors, or other persons or entities performing covered work under this PLA and in accordance with RCW 39.12 will comply with and become a party to this Agreement by executing the Letter of Assent (EXHIBIT 1) attached hereto. The Parties further agree that the Employers will evaluate all proposals without regard to whether the submitting party is otherwise party to any collective bargaining agreements.

ARTICLE 2  
SCOPE AND DURATION OF AGREEMENT

- 2.1. The applicability of this Agreement shall be limited to the Port Gardner Storage Facility Project. The Agreement will not obligate Employers performing work under this Agreement, to become signatory to any national or local area-wide master labor agreement. The Agreement does not extend to any of the Employer's parents, partners, subsidiaries or affiliates.
- 2.2. Except to the extent modified by this Agreement, the terms and conditions contained in the Unions' Agreements, and their successor Agreements apply. Such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National agreement for Instrument and Control Systems Technicians.
- 2.3. Work performed off-site, specifically and exclusively for the covered project shall be compensated at rates not less than the prevailing wage for the applicable classification in Snohomish County.



ARTICLE 3  
UNION RECOGNITION, UNION REFERRAL,  
HIRING PROCEDURES, and WAGES AND BENEFITS

- 3.1. The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for craft workers, performing covered work on the Project.
- 3.2. No worker covered by this PLA shall be required to join any Union or pay dues or dues equivalent as a condition of being employed on the Project. The Contractors agree to deduct Union dues or dues equivalent, whichever is applicable from the pay of any worker who executes a voluntary authorization for such deductions and to remit the dues to the Union or Council.
- 3.3. For Local Unions having a job referral system, the General Contractor agrees to comply with such system, and it shall be used exclusively by the General Contractor and Employers. Such job referral system will be operated, as set forth herein, in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected by obligations of Union membership or the lack thereof.
- 3.4. By Contractor or Subcontractor request, the Unions shall prioritize dispatch of Priority Hire Workers who are residents of Snohomish County.
- 3.5. In consideration of the mutual desires of the General Contractor, City and the Union that all construction work proceeds efficiently and economically, that the Project attract and retain an adequate supply of skilled workers, and that labor standards, wages and working conditions of the workers be protected, the parties agree that:
  - (a) All workers performing project work under this Agreement shall be classified in accordance with work performed as defined by RCW 39.12. Contractors of every tier recognize the Prevailing Wage for each craft that has been established by the Department of Labor & Industries at the time the General Contractor contract with City of Everett is executed. Once established, that Prevailing Wage shall remain in effect for the duration of the Project.

Contractors will recognize all changes of wages and benefits on the effective date(s) in the individual craft local CBAs covering Snohomish County. If there are multiple craft local CBAs in Snohomish County, the CBA that prevailed at the time of Project contract award shall be the applicable CBA for purposes of wages and benefits. It is further agreed that any retroactive increases will be recognized provided it is part of the negotiated settlement.

All wage increases required by this Section (3.5a) shall be made effective the first full pay period following the effective date of such increase in the applicable craft local collective bargaining agreement

- (b) All Contractors shall make contributions in the amounts designated in the appropriate prevailing wage determination for fringe benefit contributions to each of the applicable Schedule A Funds and will make all worker-authorized deductions in the amounts designated. Such contributions shall be made in compliance with the applicable prevailing wage determination and shall be due and payable on the due date contained in the applicable Schedule A. Payment of cash in lieu of contributions shall not be permitted.
- (c) All Contractors adopt and agree to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Schedule A Funds.

The Parties will work collaboratively with the relevant trust funds to explore options for providing flexibility or grace periods in cases where small contractors face delayed payment from the General contractor, with the goal of avoiding unnecessary penalties.

- 3.6. The Parties recognize the Owner's commitment to provide opportunities to participate on Projects to Contractors and Subcontractors who may not have previously had a relationship with the Parties to this PLA. To ensure that such Contractors' will have an opportunity to employ their Core workers on the Project(s), the Parties agree that a Contractor or Subcontractor that is not a party to a current CBA with any Union signatory to this Agreement, such Contractor, or its Subcontractor(s), may request by name, and the Local will honor, up to a maximum of five (5) designated Journey level Core workers. Each Contractor may request by name and have dispatched up to five (5) Core Workers, of whom at least two (2) may be registered apprentices from a state-approved apprenticeship program(s). Contractor(s) must first demonstrate that Journey level Core workers possess the following qualifications:

- 1. Possess any license required by State or Federal law for the project work to be performed.
- 2. Have worked a total of at least one thousand two hundred (1,200) hours in the construction craft over the last two (2) year period from the date of dispatch to the Covered Project.
- 3. Were on the Contractor's active payroll for at least sixty (60) out of the one hundred twenty (120) calendar days prior to the contract execution.
- 4. Have the ability to perform safely the basic functions of the applicable trade.
- 5. Contractors and Subcontractors within their first three years of business can exempt their Core Workers from the minimum hours and active payroll requirements as described in 1 & 2. Such Contractors or Subcontractors shall not have performed the Project contracted scope of work under any name or under a past or related license in Washington or any other State.

3.7. Core workers who meet the aforementioned qualifications will be dispatched as follows: The Contractor or any Subcontractor may request by name and the Union will honor by referral up to a maximum of five (5) designated Core workers on an alternating basis as follows with the Contractor or its Subcontractors selecting first:

1. Core Worker
2. Core Worker
3. Union Worker
4. Union Worker
5. Core Worker
6. Union Worker
7. Core Worker
8. Union Worker
9. Core Worker

3.8. All subsequent referrals will be through the respective Union Hiring Hall.

1. Core workers of Contractors or Subcontractors which may not currently have had a relationship with the Unions signatory to this Agreement are also required to be dispatched from Union hiring halls.
2. For the duration of the Contractors' work, the ratio of Core workers to hiring hall referrals shall be maintained. When the Contractor's workforce is reduced, reductions shall follow a "last in – first out" process regardless of union status.
3. The Contractor and any of its Subcontractors attempting to circumvent the hiring provisions of this Agreement by misclassifying any of its workers as supervisors or foremen shall forfeit their right to employ Core workers on this project.
4. No worker covered by this Agreement shall be required to join any Union as a condition of being employed on the Project. The Contractor agrees to deduct any applicable dues or representation fee from the pay of any worker who executes a voluntary authorization for such deductions and to remit the dues and fees to the Unions(s).

3.9. Subject to the terms and conditions herein, to the extent the Contractor and its Subcontractors, despite reasonable efforts, including dispatch of workers within 48 hours (excluding weekends and holidays), are unable to meet the objectives and requirements set forth in this Article through use of craft worker represented by any Union signatory, the Contractor and its Subcontractors shall be allowed to recruit from any other source and such recruits will have seven (7) days to register with the applicable Local Union.



ARTICLE 4  
HELMETS TO HARDHATS & APPRENTICESHIP

- 4.1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a Joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 4.1.1. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.
- 4.1.2. In recognition of the work of the Center and the value it will bring to the Project, within 10 days of the first hour of Covered Work being performed on the Project, the parties will encourage the General Contractor to make voluntary donations to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement.
- 4.2 The Unions and Employers agree to promote apprenticeship work opportunities for local area residents and contractors in the building and construction trades on the Project. The parties recognize the importance of helping to build a local, diverse construction workforce in order to build a stronger and more vibrant community. Prior to all work on the Project, all Employers working on the Project, including the General Contractor and all Subcontractors of every tier, must sign a Letter of Affirmation confirming that: 1) the Employer participates in an Apprenticeship Program certified by the State of Washington, 2) the Employer will accept female apprentices, apprentices of color and military veteran apprentices prior to commencing work on the Project; and 3) the Employer will report to the Council the number of such apprentices and the hours worked by each apprentice on the Project. The Unions shall assist Employers in locating and supplying apprenticeship labor in each craft who will participate in training and on the job opportunities to increase the skills of the workforce in the local area.

- 4.3. The Owner shall establish a minimum Apprenticeship Utilization Requirement (AUR), with the goal of not less than fifteen percent (15%) of the total Project labor hours utilized per craft with sufficient hours to support work performed by Apprentices registered with the Washington State Apprenticeship Training Council (WSATC).

ARTICLE 5  
CONTINUITY OF THE WORK

- 5.1. The principal purpose of this Agreement is that it provides the Employers, Unions, and the Owner with the assurance that there will be no strike, picketing, work stoppage, lockout or slowdown at the project site for the duration of this Agreement. It is agreed, therefore, as follows:
- 5.2. During the existence of this Agreement, there shall be no strike, or work stoppage at the project site and there shall be no lockout by the Employers. It is agreed, however, that the Employers may lay off workers for lack of work or in the event that a strike, picketing or other work stoppage impedes the work of the Project.
- 5.3. No picket lines or other actions of the type described in section 5.2 will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line, organized or endorsed and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.
- 5.4. Notwithstanding the provisions of section 5.2, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket) from an Employer who fails to timely pay its regular payroll or who fails to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of the Master Labor Agreement that is applicable to the Employer's workers. However, prior to withholding its members' services on account of a failure to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give fifteen (15) days written notice of such failure by registered or certified mail, return receipt requested, to the involved Employer and the General Contractor. Representatives of the parties to the dispute will meet within this period to attempt to resolve the dispute.
- 5.5. It is specifically agreed that there shall be no strike, picketing, work stoppage, lockout or slowdown at the site of the project as a result of the expiration of any local, regional or other applicable Master Labor Agreement having application at the Project and/or the failure of the parties to that Master Labor Agreement to reach a new contract.



ARTICLE 6  
JURISDICTIONAL DISPUTES

- 6.1. The assignment of work will be the responsibility of the Employer performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2. All jurisdictional disputes between Unions signatory to the Agreement and Employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions.
- 6.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Workers violating this section shall be subject to immediate discharge.

ARTICLE 7  
GRIEVANCE AND ARBITRATION PROCEDURE

- 7.1. The parties hereby agree that all disputes or grievances between Employers and Unions, other than disputes arising from any strike, picketing, slowdown, lockout or other work stoppages of any kind under Article 5 or any jurisdictional disputes under Article 6, shall be handled in accordance with the following procedures:
- 7.2. Step 1. If there is a dispute or grievance, the parties shall first attempt to settle the matter by oral discussion no later than ten (10) business days after the occurrence, first giving rise to the dispute or grievance. The requirement to settle the matter within (10) days will commence upon notice being provided to the Employer. If the matter is not resolved within ten (10) business days after the oral discussion, the dispute or grievance shall be reduced to writing.
- 7.3. Step 2. If the matter is not resolved in Step 1, the written grievance shall be provided to the other party with a copy given to the General Contractor no later than ten (10) business days after the Step 1 oral discussion. The parties shall meet to try to settle the matter within ten (10) business days of the written grievance.
- 7.4. In the event a dispute cannot be satisfactorily resolved at Step 2, either party may submit the dispute to arbitration by written notice within ten (10) business days (or such longer time as mutually agreed) of the Step 2 meeting. An arbitrator shall be selected from a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The responding party shall strike one of the arbitrators from the list, and the grieving party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to arbitration. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.
- 7.5. Absent a written extension, the failure to timely raise, file or appeal any grievance within the time limits set forth above will result in the grievance being waived.

ARTICLE 8  
SAFETY AND SANITATION

- 8.1. All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the Employers and shall be applied to all work covered by this Agreement.
- 8.2. It will not be a violation of this Agreement, if an Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency that could endanger the life and safety of a worker. In such cases, workers will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests workers to stand by, the workers will be compensated for the "stand by time."
- 8.3. Separate toilet facilities, with access to running water for handwashing, and handwashing stations shall be provided close to the site of work and in equally accessible locations for both men and women. The facilities shall be clearly marked "Men" and "Women." The Women facilities shall have a lock on the outside, with keys provided to women for access. All facilities shall be cleaned at least once daily and shall be examined prior to the start of each shift to ensure they are clean and that sanitary toilet paper, soap, and paper towels are stocked. The Women facilities shall maintain a supply of appropriate hygiene products for women.



ARTICLE 9  
GENERAL SAVING CLAUSE

- 9.1. It is not the intention of the parties hereto to violate the laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part so found to be void is wholly inseparable from the remaining portions of this Agreement.
- 9.2. Further, all parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

ARTICLE 10  
PRE-JOB CONFERENCE

- 10.1. The General Contractor will conduct a pre-job conference with the Union(s), the Council and all other Employers prior to commencing work. The General Contractor shall notify the Council of all Employers that have been awarded project work ten (10) working days in advance of all such conferences and each such Employer shall participate in such conferences. One week after the pre-job conference and prior to starting work, the General Contractor and all Employers shall submit a final trade assignment. All work assignments shall be disclosed by each Employer at the pre-job conference and such assignments shall be made in accordance with industry practice. Should additional project work not previously included within the scope of the project work be added, the Employer performing such work will conduct a separate pre-job for such newly included work.
- 10.2. Employers who have performed or are performing work on any other regional PLA or CWA projects may be eligible for a waiver of the pre-job conference. Waivers requests must be submitted to the Council a minimum of three weeks prior to the start of work. If the waiver is denied, the Employer is required to attend a pre-job conference prior to starting work according to the process stated above.

ARTICLE 11  
PRIORITY HIRE PROGRAM

- 11.1. The Owner has project specific Priority Hire requirements for the Covered Project (Priority Hire Program) that directs the Contractor and Subcontractors to prioritize utilization of qualified and competent workers from Snohomish County ("Priority Hire Workers"). The Priority Hire Program for Project is designed to prioritize the recruitment and placement of economically disadvantaged local workers on the Project. The Program is intended to help address construction workforce shortages, and improve the well-being of individuals who live locally in Snohomish County, while focusing on participation by Apprentices and Journey level construction workers who have been historically underrepresented in the construction industry.
- 11.2. The first month following issue of the notice to proceed and until the General Contractor obtains written final acceptance from the Owner, the General Contractor shall submit a monthly report for itself and all Subcontractors and suppliers to the Administrator. The General Contractor must report on meeting the requirements of Article 11, and the Construction Contracts in a certified payroll tracking system that meets industry standards and is approved by the Owner.

Contractors and Subcontractors must also report on worker demographics and other pertinent information requested by the Owner.

- 11.3. The Contractor's failure to allow adequate time to comply with the requirements and processes of the Agreement including Priority Hire are non-excusable delays. When a Contractor is not in compliance with the Priority Hire requirements, they must submit documentation to the Owner that supports its best efforts for meeting Priority Hire requirements and an action plan detailing methods and/or steps to be taken to achieve said requirements.

## ARTICLE 12 PREFERRED ENTRY PROGRAM

- 12.1. The City supports the development of a skilled construction workforce through appropriate Apprenticeship and Training Organizations, particularly for Priority Hire Workers and others facing significant employment barriers. The City also supports Pre-Apprenticeship programs in their goals to assist workers with particular barriers.
- 12.2. The Parties agree to construct and expand pathways to family wage jobs and careers in the construction industry for community residents through collaborative workforce development systems involving community-based training providers and WSATC registered apprenticeship programs. The purpose of this program is to facilitate a workforce reflective of the diversity of the City's population.
- 12.3. The Preferred Entry program, as defined by this Agreement will identify individuals from Snohomish County ZIP codes, who are compliant with the entry standards for WSATC Apprenticeship programs that allow for preferred entry of qualified applicants into their programs. Preferred Entry Candidates shall be placed with Contractors working on the project in accordance with each Union's dispatch procedures and JATC rules. The Parties recognize Preferred Entry Candidates as individuals that have completed a Washington State recognized pre-apprenticeship program and been accepted into a WSATC Apprenticeship program until they reach journey level status. The purpose of this program is to facilitate a workforce reflective of the population of the City, supporting goals of workforce inclusiveness.
- 12.4. Overall, the Contractor must demonstrate that twenty percent (20%) of all Apprentice labor hours be performed by Preferred Entry Apprentices and shall come from a WSATC recognized Pre-Apprenticeship Program or other mutually agreed-upon programs that serve people living in Snohomish County ZIP codes. It is a goal that each Preferred Entry Apprentices be employed a minimum of 350 hours on the covered project. Contractors shall make good faith efforts or best efforts to achieve the minimum goal of 350 hours for Preferred Entry and will be reviewed at the Project Administrative Committee (PAC) meeting.
- 12.5. Contractors agree to hire Preferred Entry Apprentices as early as possible in the Project. If Preferred Entry Apprentices are available, proceed with the hiring process, as described in Article 3, and provide appropriate documentation to the Administrator. The hours worked by eligible Preferred Entry qualified Apprentices hired from Snohomish County ZIP codes will count towards the Contractors' accomplishment of the Priority Hire Worker requirements.



ARTICLE 13  
PARKING

- 13.1 Craft worker parking in a secure lot for the project shall be designated by each Employer, which shall be made available at no cost for workers who are employed at the jobsite. Parking lots shall be maintained in accordance with applicable laws for safety and security.

## ARTICLE 14 ASSIGNMENT

- 14.1 The City will provide project oversight and administration and enforcement of this Agreement, through a third-party administrator. Oversight and administration of this Agreement shall be conducted by a mutually agreed upon Third Party Administrator selected by the City. Intelligent Partnerships, Inc. has been selected by the City and mutually agreed upon to perform oversight and administration of this agreement.
- 14.2 The parties to this Agreement recognize the necessity of cooperation, communication and the elimination of disputes and misunderstandings. To this end the parties agree that a Project Administrative Committee (PAC) shall be established to address apprenticeship utilization, diversity, job progress, safety and any other relevant issues that will affect the project and promote harmonious and stable labor/management relations. Further, the General Contractor shall provide the Council with a full list of scopes and subcontractors as early as possible after project award and update the list as subcontractors are secured for the project.

The PAC shall be comprised of the PLA Administrator and the GC's representatives, representatives of the Unions party to the Agreement, a representative of the Council and a representative from the NW Carpenters who shall meet at the Council's offices according to a mutually agreeable quarterly schedule, however this may be modified by mutual agreement of the parties. The PLA Administrator shall facilitate and provide reports of apprenticeship utilization and diversity on the project to the PAC.

ARTICLE 15  
ENTIRE UNDERSTANDING

- 15.1 The parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the working of this Agreement, or to bargain during the term of this Agreement about any matters unless required to do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day   \*\*   and year   \*\*  . \*\*Date of last signature below

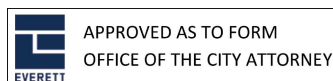
The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

**Owner: City of Everett**

Signature: 

Cassie Franklin  
Mayor

Date: 09/08/2025



Attest:



**UNIONS:**

**Northwest Building & Construction Trades Council, AFL-CIO**

Signature:  Andrew VanderStoop (Jul 18, 2025 13:33 PDT)

Andrew VanderStoop  
Executive Secretary

Date: Jul 21, 2025


**Western States Regional Council of Carpenters**

Signature: Antonio Acosta  
Antonio Acosta (Jul 21, 2025 15:54 PDT)

Antonio Acosta  
Regional Manager



**Heat & Frost Insulators &  
Allied Workers Local 7**

Signature:   
todd mitchell (Jul 21, 2025 19:16 EDT)

Todd Mitchell  
Business Manager

**Boilermakers Local 502**

Signature: Tracey Eixenberger  
Tracey Eixenberger (Jul 23, 2025 14:01:24 PDT)

Tracey Eixenberger  
Business Manager

**IBEW Local 191**

Signature: Randy Curry  
Randy Curry (Jul 29, 2025 12:05:49 PDT)

Randy Curry  
Business Manager

**Elevator Constructors Local 19**

Signature: Lindsay LaBrosse  
Lindsay LaBrosse (Jul 30, 2025 14:42:15 PDT)

Lindsay LaBrosse  
Business Agent

**Iron Workers Local 86**

Signature: Bryan Johnson  
Bryan Johnson (Jul 29, 2025 12:20:50 PDT)

Bryan Johnson  
President/Business Agent

**LUINA Local 292**

Signature:   
Charles Burgess (Jul 29, 2025 12:21:51 PDT)

Charles Burgess  
Deputy Trustee

**BAC Local 1 Washington/Alaska**

Signature: Lowell Glodowski


Lowell Glodowski  
Business Manager

**Cement Masons & Plasterers Local 528**

Signature: Eric Coffelt  
Eric Coffelt (Jul 29, 2025 12:40:17 PDT)

Eric Coffelt  
Business Manager

**Operating Engineers Local 302**

Signature:   
Tony zemple (Jul 29, 2025 13:47:30 PDT)

Tony Zemple  
Business Agent

**IUPAT District Council 5**

Signature:   
Anthony Thompson (Jul 29, 2025 14:02:16 PDT)

Anthony Thompson  
Business Manager

**UA Plumbers & Pipefitters Local 26**

Signature: Todd F. Taylor  
Todd F. Taylor (Jul 29, 2025 14:07:39 PDT)


Todd Taylor  
Business Manager

**Roofers Local 54**

Signature:   
Eddy Ramos (Jul 29, 2025 14:15:34 PDT)

Dave Bensen  
Business Manager

## Sheet Metal Workers Local 66

Signature:   
Devin Leingang (Jul 29, 2025 14:38:33 PDT)

Devin Leingang  
Regional Manager

## Sprinkler Fitters Local 699

Signature: Scott Peterson  
Scott Peterson (Jul 30, 2025 13:44:46 PDT)

Scott Peterson  
Business Manager

## Teamsters Local 38

Signature: *Samantha Katak*  
Samantha Katak (Jul 30, 2025 12:25:33 PDT)

Samantha Katak  
Business Manager

EXHIBIT 1

The undersigned, as a Contractor(s) or Subcontractor(s) on the Port Gardner Storage Facility Project, for and in consideration of the award of a Contract to perform work on said Project, agrees to be a party to and be bound by the Project Labor Agreement (PLA) and in further consideration of the mutual promises made in the PLA, a copy of which was received and is acknowledged, hereby:

- 1) On behalf of itself and all its workers, accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to: evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- 2) The undersigned accepts and agrees that the scope of the no-strike clause of the Project Labor Agreement does not apply to offsite activities other than dedicated fabrication facilities.
- 3) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said PLA.
- 4) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Estimated Start Date	Estimated end date
UBI Number	Print Name and Title
Phone Number	Contractor/Company name
General Contractor	Subcontractor to (if applicable)
Jobsite Address	Billing Address
Date	Signature of Authorized Representative

Northwest Washington Building  
and  
Construction Trades Council

Pre Job  
Conference Form

EXHIBIT 2



Please fill out the following pages. We recommend that you be as thorough as possible. If you have questions, please contact your contractor or your PLA Administrator.

Request for Waiver

Yes ☐

No ☒

The Contractor listed below requests a waiver of the Pre-Job Conference attendance requirement contained within the PLA. The contractor recognizes and agrees that the Northwest Washington Building and Construction Trades Council and the Affiliated Local Unions signatory to the PLA, retain their rights as stipulated in the PLA to deny this waiver request, and to challenge any proposed trade assignment. A contractor working for the first time under this PLA cannot waive attendance.

Northwest Washington Building  
Trades Council

Date

Approved

Yes ☐

No ☐

Contractor Information

Contractor/Subcontractor Name

Pre-Job Meeting Date

Time: 1:00 pm

Location: Virtual/Hybrid

Project Name/Contract #

Contract Dollar Amount

Intent #

Office Contact:

Phone:

Email:

Superintendent

Phone:

Email:

Safety

Representative

Phone:

Email:

Scope of Work

(Describe the scope of work to be performed)

Will you be subcontracting to additional sub-contractors?

If yes, list sub-contractors and work description:

Yes ☒

No ☐

Sub-Contractor Name

Work Description




### Current Union Agreements

--

Approx. Job Start Date:

Approx. Job End Date:

Work Shifts:

Weekly Pay Day

### Proposed Trade Assignment

All Workers, including core employees, must be dispatched through Union hall. List trade assignments by craft including scope of work description for each assignment. List each piece of equipment planned for use by craft. Include all equipment and tools. If more space is required, attach additional sheets.

Craft	Scope	Equipment/Tools

Project Craft Demand List			
Craft	Peak	Average	Apprentices
Boiler Makers			
Brick/Stone/Marble/PCC/Tile/Terrazzo			
Carpenters			
Carpet, Lino & Soft Tile Layers Cement			
Masons			
Drywall Hanger/Metal Stud Framers Drywall			
Finishers			
Electrical Workers			
Elevator Constructors			
Glaziers			
Heat and Frost Insulators			
Iron Workers (Structural/Rebar)			
Iron Workers (Ornamental/Architectural)			
Laborers			
Millwrights			
Operating Engineers			
Painters			
Pile Drivers/Diver			
Plumbers & Pipefitters			
Plasterers/Fire Proofers			
Roofers			
Sheet Metal Workers			
Sign Makers/Painters			
Sprinkler Fitters			
Teamsters			

Pre-Job/Waiver Request

3 of 4

## Core Employee

Contractor(s) or Sub Contractor(s) employing Core Employees must complete the following documentation.

**Core Employee(s) must place their names with the respective Union Hall dispatch prior to the employee(s) start of work.**

Core employee information provided by

Email Address

Core employee information verified by

### Core Employee #1

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

### Core Employee #2

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

### Core Employee #3

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

### Core Apprentice #1 (if eligible)

Employee Name:

Hire Date:

Apprentice ID#

Classification:

Zip Code:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

### Core Apprentice #2 (if eligible)

Employee Name:

Hire Date:

Apprentice ID#

Classification:

Zip Code:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

Form completed by

print name

date

Signature

**Northwest Washington Building  
and  
Construction Trades Council**

**Final Trade  
Assignment**



Must be received by Northwest Washington Building Trades prior to starting work

Pre-Job meeting Date		Final trade assignment Date	
General Contractor		Project Name	
Contractor/Company		Contract #	
Name and Title		Phone	
Business Address		Email	

This serves as an official notification of the Trade Assignment(s) under the included scope(s) of work and fulfills contractor responsibility under the Project Labor Agreement to make trade assignments one week after attending the Pre-Job conference.

Unions not in agreement with these Final Trade Assignments may avail themselves of the jurisdictional resolution process found in the Project Labor Agreement Jurisdictional Disputes section. This provision allows for competing Unions to pursue their claims through the "Plan" without disrupting the work of the affected Contractor.

The following is the Final Trade Assignment for each task.

Scope of Work	Assigned to	Challenged by

Scope of work	Final Trade Assignment

Signature



### EXHIBIT 3

Priority Hire: ALL of Snohomish County

## **LETTER OF ASSENT**

EXHIBIT 1

The undersigned, as a Contractor(s) or Subcontractor(s) on the Port Gardner Storage Facility Project, for and in consideration of the award of a Contract to perform work on said Project, agrees to be a party to and be bound by the Project Labor Agreement (PLA) and in further consideration of the mutual promises made in the PLA, a copy of which was received and is acknowledged, hereby:

- 1) On behalf of itself and all its workers, accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to: evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- 2) The undersigned accepts and agrees that the scope of the no-strike clause of the Project Labor Agreement does not apply to offsite activities other than dedicated fabrication facilities.
- 3) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said PLA.
- 4) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Estimated Start Date	Estimated end date
12/15/2025	12/31/2027
UBI Number	Print Name and Title
606-003-368	Adam Buckley, Designated Agent
Phone Number	Contractor/Company name
	Absher Stellar J Joint Venture
General Contractor	Subcontractor to (if applicable)
Absher Stellar J Joint Venture	N/A
Jobsite Address	Billing Address
2200 W. Marine View Drive Everett, WA 98201	1001 Shaw Rd. Puyallup, WA 98372
Date	Signature of Authorized Representative
12/10/2025	<i>Adam Buckley</i>












# 3525\_PGSF\_Construction\_Final.SD

Final Audit Report

2025-12-11

Created:	2025-12-10
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyotwui3LPLzQYmOnK91D7F3FcnGIaRQw

## "3525\_PGSF\_Construction\_Final.SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2025-12-10 - 6:16:43 PM GMT
-  Document emailed to Zachary Brown (ZBrown@everettwa.gov) for approval  
2025-12-10 - 6:20:22 PM GMT
-  Email viewed by Zachary Brown (ZBrown@everettwa.gov)  
2025-12-10 - 8:13:39 PM GMT
-  Document approved by Zachary Brown (ZBrown@everettwa.gov)  
Approval Date: 2025-12-10 - 8:13:50 PM GMT - Time Source: server
-  Document emailed to adam.buckley@absherco.com for signature  
2025-12-10 - 8:13:58 PM GMT
-  Email viewed by adam.buckley@absherco.com  
2025-12-10 - 8:24:09 PM GMT
-  Signer adam.buckley@absherco.com entered name at signing as Adam Buckley  
2025-12-11 - 0:41:26 AM GMT
-  Document e-signed by Adam Buckley (adam.buckley@absherco.com)  
Signature Date: 2025-12-11 - 0:41:28 AM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2025-12-11 - 0:41:35 AM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2025-12-11 - 2:10:47 AM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)  
Approval Date: 2025-12-11 - 6:11:22 PM GMT - Time Source: server



 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2025-12-11 - 6:11:31 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)


2025-12-11 - 6:29:21 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2025-12-11 - 6:29:48 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2025-12-11 - 6:29:56 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)

2025-12-11 - 6:32:09 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2025-12-11 - 6:32:32 PM GMT - Time Source: server

 Agreement completed.

2025-12-11 - 6:32:32 PM GMT