

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 Apex Mechanical LLC, (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 appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: “Everett Station HVAC and Controls Improvements”, (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	<p>https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2071953&searchid=1e8f403a-7094-45e6-b66c-66133655c59c&dbid=0</p> <p>This is a 669-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.02.23 14:46:44 -08’00’</p>
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Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

2. Contract Time. Substantial Completion of the Work shall be achieved within Two Hundred (200) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within Fifteen (15) calendar days after the actual date of issuance of Substantial Completion. Observed Federal Holidays excluded during the construction period are: 5/25, 6/19, 7/3, 9/7, 11/11, 11/26, 11/27 and 11/25.

3. Liquidated Damages. The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the Work in all respects and have it ready for use by the Substantial and Physical Completion dates stated above. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages for each and

every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

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

Base Bid	\$1,764,000.00
+ WA Sales Tax	\$ 174,636.00
Contract Sum	\$ 1,938,636.00

This is based on the proposal/bid submitted by Contractor dated 12/23/25. A copy of such proposal/bid is attached hereto.

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

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor

secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

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

7. RCW 35.33.650. Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification.

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

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

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive

relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

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

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

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

12. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

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

14. Effective Date/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.

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**CITY OF EVERETT
WASHINGTON**

By: 

Cassie Franklin, Mayor

03/02/2026

Date

ATTEST:



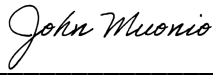
Office of the City Clerk



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

CONTRACTOR:

APEX MECHANICAL LLC

By: 
Signature

Typed/Printed Name of Signer: John Muonio

Title of Signer: Member

Date: 02/27/2026

ATTACHMENT TO CONTRACT

SECTION 00 41 13 - BID FORM (LUMP SUM)-

1.1 BIDDER INFORMATION

Project Title: Everett Station HVAC and Controls Improvements

Project No.: 24-3201

Date: 12/23/2025

Submitted by: Apex Mechanical LLC

Company Name and
Address: Apex Mechanical LLC
1507 SE Eaton Blvd Battle Ground, WA 98604

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 following amount in figures:

Base Bid	\$ 1,764,000.00
+ WA Sales Tax at 9.9%	\$ 174,636.00
Total Bid	\$ 1,938,636.00

All applicable federal taxes are included in the Base Bid. The Base Bid does not include State of Washington taxes.

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

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

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 endorsement, per SECTION 00 72 00 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 11/24/25
 Addendum No...2....., dated 12/1/25
 Addendum No...3....., dated 12/17/25
 Addendum No...4....., dated 12/19/25

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.
- E. If this Project contains apprentice utilization requirements, then Bidder certifies:

For each public project completed by the Bidder during the two-year period immediately preceding the date of this Bid solicitation, no awarding agency has made a final determination that the Bidder failed, without good faith efforts approved by the awarding agency, to meet applicable project apprentice utilization requirements.

1.7 DESIGNATED/AUTHORIZED REPRESENTATIVE

- A. Bidder designates John Muonio of its office to which notice of acceptance of this Bid may be mailed, emailed or delivered.
- B. City may provide notice of any kind to the Bidder using the email address Bidder provides below.

- 1. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

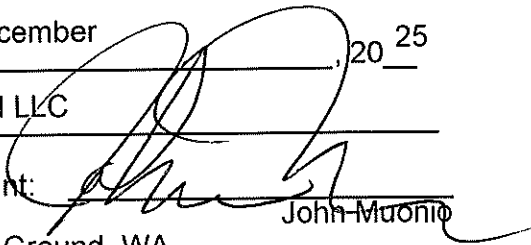
1.8 INTERESTED PARTIES

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

NAME	TITLE	ADDRESS
John Muonio	Member	1507 SE Eaton Blvd Battle Ground, WA 98604
Seth Wilson	Member	1507 SE Eaton Blvd Battle Ground, WA 98604

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 23rd day of December, 2025
 Name of Bidder: Apex Mechanical LLC
 Signature of Bidder's Authorized Agent: 
 City and State Where Signed: Battle Ground, WA
 Title: Member

Phone: 360-666-8735

State of Incorporation Washington Contractor's License No. APEXMML843JG

Washington State APEXMML843JG

Email address of Bidder's authorized Agent:

john@apexmechanical.org

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END OF SECTION 00 41 13

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: 0% [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 0% [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*
Ahora Construction	1407 S 129th St Burien, WA 98168	Finishes	M5M0026258
Boadus Pride LLC	801 SW 16th St SUITE 115 OFC20 Renton, WA 98057	Fire Alarm System	M3M0028101
Red Hawk Fire Protection, LLC	801 Valley Ave NW Suite D Puyallup, WA 98371	Fire Alarm System	M1F0027970
Hawk's Heating and Air, LLC	724 Klink St Buckley, WA 98321	Testing and Balancing	M1M0027146
Accountable Custodial	4487 SE Bakken Ct Port Orchard, WA 98366	Traffic Control	M3M0024311

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

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

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

Signature:  Date: 12/23/2025
 John Muonio, Member

END OF SECTION 00 45 39

SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF Clark)

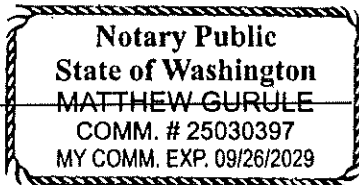
The undersigned, being duly sworn, on oath says that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the said bidder has not directly or indirectly induced or solicited any bidder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

Apex Mechanical LLC

Firm Name

Authorized Signature John Muonio, Member

SUBSCRIBED and SWORN to before me this 23rd day of December, 20 25



Matthew Gurule
NOTARY PUBLIC in and for the State of Washington, residing at Battle Ground

My commission expires: 09/26/2029

END OF SECTION 00 45 19

SECTION 00 43 36 – SUBCONTRACTOR IDENTIFICATION 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" MUST be stated	Apex Mechanical 1507 SE Eaton Blvd. Battle Ground, WA 98604 APEXMML843JG
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" MUST be stated	Apex Mechanical 1507 SE Eaton Blvd. Battle Ground, WA 98604 APEXMML843JG
PLUMBING (as described in RCW Ch. 18.106) Subcontractor, bidder or "no work" MUST be stated	Apex Mechanical 1507 SE Eaton Blvd. Battle Ground, WA 98604 APEXMML790MG
ELECTRICAL (as described in RCW Ch. 19.28) Subcontractor, bidder or "no work" MUST be stated	Apex Mechanical 1507 SE Eaton Blvd. Battle Ground, WA 98604 APEXMML780J5

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" MUST be stated	
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	

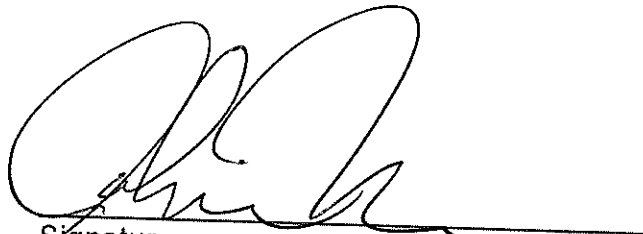
END OF SECTION 00 43 36

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 John Minto, Member

BID BOND

Bond No. Bid
 Project: Everett Station HVAC and Controls Improvements
 Project No. 24-3201

KNOW ALL MEN BY THESE PRESENTS, that Apex Mechanical, LLC [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 Atlantic Specialty Insurance Company [Surety], a corporation organized under the laws of the State of New York 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 D 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.

END OF SECTION 00 43 13



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Aliceon A. Keltner, Alyssa J. Lopez, Amelia G Burrill, Annelies M. Richie, Brandon K. Bush, Carley Espiritu, Charla M. Boadle, Christopher Kinyon, Donald Percell Shanklin Jr., 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 S. Mansfield, Sarah Whitaker, Sharree Sutherland, Tamara A. Ringeisen, Travis J. Robles**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.


Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

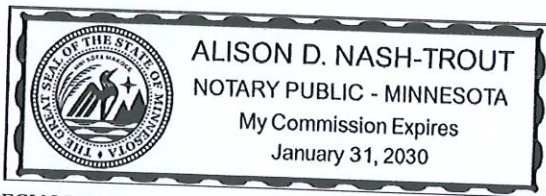
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.




By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of December, 2025.

This Power of Attorney expires
January 31, 2030




Kara L.B. Barrow, Secretary

SECTION 00 45 13 - BIDDER QUALIFICATION STATEMENT

PROJECT NAME: Everett Station HVAC and Controls Improvements

CONTRACTOR'S
COMPANY NAME: Apex Mechanical LLC

DATE: 12/23/2025

ADDRESS: 1507 SE Eaton Blvd Battle Ground, WA 98604

TELEPHONE: 360-666-8735

The Bidder must document that the Bidder meets 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.

1. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder must have successfully completed at least three (3) Similar Projects within the five (5) years prior to bid opening. List the Similar Projects that show that Bidder has this experience:

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
Heat Pump Replacement and Air Quality Improvements	2024	Longview School District 2715 Lilac St. Longview, WA 98632 Contact: Andy Twyman 360-921-8294 andrew.twyman@esd112.org	Columbia Gardens Elementary School 2644 30th Ave. Longview, WA 98632 Mark Morris High school 1602 Mark Morris Ct. Longview, WA 98632

Prime contract for design and construction to remove existing equipment that had exceeded lifespan and replace with new chiller boiler, and new duct. This work involved the complete removal of the existing mechanical room equipment including 30 water sourced heat pumps, cooling tower, boiler, and a 2000-gallon water storage tank. A new cooling tower, chiller, and boiler were installed in the newly refurbished mechanical room. New duct was installed in the hallways to connect the new equipment and service classrooms. The existing flooring and walls wer covered for protection while the construction took place. The existing ceiling was completely removed, and a new ceiling was installed producing a complete and finished interior with a new fully operational HVAC system.All new duct and piping was insulated. New RTU and Air Handlers were installed on the rooftop requiring structural steel upgrades, and concrete work required to support the new rooftop equipment. Roofing was replaced in the areas where the new equipment was installed. All new controls were installed.Unknown asbestos was discovered, and the abatement added 4 weeks to the construction timeline. Apex was able to double our workforce and complete the project on time even with the unexpected time loss.

Total contract Price: \$2,099,977.00

SECTION 00 45 13 - BIDDER QUALIFICATION STATEMENT

PROJECT NAME: Everett Station HVAC and Controls Improvements

CONTRACTOR'S
COMPANY NAME: Apex Mechanical LLC

DATE: 12/23/2025

ADDRESS: 1507 SE Eaton Blvd Battle Ground, WA 98604

TELEPHONE: 360-666-8735

The Bidder must document that the Bidder meets 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.

1. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder must have successfully completed at least three (3) Similar Projects within the five (5) years prior to bid opening. List the Similar Projects that show that Bidder has this experience:

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
MI-22 LENT Mechanical Improvements Project	2025	Portland Public Schools 501 N Dixon St. Portland, OR 97227 Owner Contact: Robert Jole 626-841-0258 rjole@pps.net	5105 SE 97th Ave Portland, OR

The project required all new electrical wiring and a new power source and switchgear. Coordination with the local power provider was required to upgrade the powerlines bringing power to the school. New concrete forms to protect the electrical equipment were constructed by Apex Mechanical and placed in the ground near the entrance of the school. This required heavy civil work to

construct proper drainage for the new concrete containers. Coordination with the city for closures of SE Steel St. for the removal and repaving of approximately 30 feet of the two-lane road to allow for the installation of new water lines. Sidewalks on both sides of the street were also reconstructed. The school entrance drive was reconnected to the street incorporating all safety requirements for walkways and signage. Large sections of the schools parking lot and entrance were removed and repaved under this contract. All new fire sprinkler systems were installed throughout the school. Structural enhancements were made to the roofing above the gym to support the new rooftop HVAC equipment. All new electrical wiring was supplied

to support the new equipment. Roofing and gutters were replaced. This project required asbestos abatement and DCC controls integration with the existing BAS as well as installation of a back up generator

Total contract Price: \$9,318,936.00

SECTION 00 45 13 - BIDDER QUALIFICATION STATEMENT

PROJECT NAME: Everett Station HVAC and Controls Improvements

CONTRACTOR'S
COMPANY NAME: Apex Mechanical LLC

DATE: 12/23/2025

ADDRESS: 1507 SE Eaton Blvd Battle Ground, WA 98604

TELEPHONE: 360-666-8735

The Bidder must document that the Bidder meets 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.

- The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder must have successfully completed at least three (3) Similar Projects within the five (5) years prior to bid opening. List the Similar Projects that show that Bidder has this experience:

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
McKnight Middle School Piping Replacement and Chiller Upgrade	2025	Renton School District No. 403 Administrative Offices 300 SW 7th Street Renton, WA 98057 Renton School District Capital Planning and Construction Office 7812 S 124th Street Seattle, WA 98178 Project Manager: Ladd Stejskal laddislav.stejskal@rentonschools.us (425) 204-4407	1200 Edmonds Ave NE, Renton, WA 98056

Replace existing chilled water and heating water piping with new piping. Perform associated ceiling removal and reinstallation work.

Replace existing chiller with new scroll chiller. Replace existing chilled water pumps and associated variable frequency drives.

Replace existing chiller plant appurtenances, including, but not limited to air separator, expansion tank and chemical filter feeder.

Provide new chilled water buffer tank. Provide new mechanical DDC controls, low voltage, switchgear, for chilled water plant.

Total contract Price: \$1,182,000.00

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Andy Twyman	Project Manager	360-921-8294	andrew.twyman@esd112.org
Robert Jole	Project Manager	626-841-0258	rjole@pps.net
Ladd Stejskal	Project Manager	(425) 204-4407	ladislav.stejskal@rentonschools.us

- The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's project manager for the Project must have successfully supervised the completion of at least three (3) Similar Projects within the five (5) years prior to bid opening. List the project manager's name and projects that show that he or she has this experience:

Name: Scott Palmer

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
Cascade MS HVAC 2022-177	2022	Evergreen School District No.114	13900 NE 18th St., Vancouver, WA 98684
HVAC upgrade. This includes a complete mechanical upgrade of the boiler room with associated piping and pumps. In tandem with this, we are giving the school a complete DDC upgrade with new wiring as well as control valves and associated control components and logic. Contract Total Price: \$1,008,352.00			
York ES HVAC Upgrades 2022-175	2023	Evergreen School District No.114	9301 NE 152nd Ave, Vancouver, WA 98682
Provide all labor, equipment, materials, project management, and site supervision as required to complete the York Elementary School HVAC Upgrades scope of work described in the project drawings and specifications Total contract Price: \$869,800.00			
Santiam Canyon ES Mechanical Upgrade Project	2023	Santiam Canyon School District	450 SW Evergreen St., Mill City, OR 97360
HVAC and Electrical Service upgrade for the existing Elementary Schoolbuilding. A new chiller to be mounted at grade and replacement airhandlers added to the mechanical spaces. Electrical upgrades support new mechanical equipment and controls. Total Contract Price: 1,368,631.00 Furnish references for information concerning all work listed above:			

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Ali Abbazedagen	Project Manager	480-570-2443	ali@randcmanagement.com
Ali Abbazedagen	Project Manager	480-570-2443	ali@randcmanagement.com
Todd Miller	Superintendent	503-897-2321	todd.miller@santiam.k12.or.us

3. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's superintendent for the Project must have successfully supervised the completion of at least three (3) Similar Projects within the five (5) years prior to bid opening. List the superintendent's name and projects that show that he or she has this experience:

Name: Britt Rosenlund

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
ODVA Salem HVAC Replacement, Salem, OR	2025	Sate of Oregon - Oregon Department of Veteran Affairs	700 Summer St. NE, Salem, OR 97301
Alteration of ODVA office building and approx. 78,000 sq ft 4 story building. HVAC system update and replacement. 1. Installation of VRF heat recovery heat pump systems with dedicated outside air systems with air distribution systems. Total Contract Price: \$1,317,718.00			
MI-22 LENT Mechanical Improvements Project	2025	Portland Public Schools	5105 SE 97th Ave. Portland, OR 97266
Replace existing steam boiler with a VRF System in occupied area. Total Contract Price: \$9,318,936.00			
Longview SD HVAC	2024	Longview School District No.122	RA Long HS: 2903 Nichols Blvd, Discovery HS: 2742 Harding St., Longview, WA 98632
PRIME Contract for HVAC and indoor air quality improvements and associated work at R.A. Long High School and Discovery High School. Total Contract Price: \$1,384,197.00			

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Kelly Mann	Project Manager	(971) 349-2117	kelly.mann@das.oregon.go
Robert Jole	Project Manager	626-841-0258	rjole@pps.net
Andy Twyman,	Project Manager,	(360) 921-8294,	andrew.twyman@esd112.org

4. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's principal foreman for the Project must have successfully supervised the

completion of at least three (3) Similar Projects within the five (5) years prior to bid opening. List the principal foreman’s name and projects that show that he or she has this experience:

Name: Dylan Breckenridge

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
Santiam Canyon ES Mechanical Upgrade Project	2023	Santiam Canyon School District	450 SW Evergreen St., Mill City, OR 97360

HVAC and Electrical Service upgrade for the existing Elementary Schoolbuilding. A new chiller to be mounted at grade and replacement airhandlers added to the mechanical spaces. Electrical upgrades support new mechanical equipment and controls. Total Contract Price: \$1,368,631.00

York ES HVAC Upgrades 2022-175	2023	Evergreen School District No.114	9301 NE 152nd Ave, Vancouver, WA 98682
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provide all labor, equipment, materials, project management, and site supervision as required to complete the York Elementary School HVAC Upgrades scope of work described in the project drawings and specifications. Total Contract Price: \$869,800.00

Cascade MS HVAC 2022-177	2022	Evergreen School District No.114	13900 NE 18th St., Vancouver, WA 98684
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HVAC upgrade. This includes a complete mechanical upgrade of the boiler room with associated piping and pumps. In tandem with this, we are giving the school a complete DDC upgrade with new wiring as well as control valves and associated control components and logic. Total Contract Price: \$1,008,352.00

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Todd Miller	Superintendent	503-897-2321	todd.miller@santiam.k12.or.us
Ali Abbazedagen	Project Manager	480-570-2443	ali@randcmanagement.com
Ali Abbazedagen	Project Manager	480-570-2443	ali@randcmanagement.com

5. Name and title of person filling out form:

<u>John Muonio</u>	<u>Member</u>
NAME	TITLE

END OF SECTION 00 45 13

SECTION 00 43 36 – SUBCONTRACTOR IDENTIFICATION 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" MUST be stated	
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" MUST be stated	
PLUMBING (as described in RCW Ch. 18.106) Subcontractor, bidder or "no work" MUST be stated	
ELECTRICAL (as described in RCW Ch. 19.28) Subcontractor, bidder or "no work" MUST be stated	

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" MUST be stated	Apex Mechanical APEXMML8435G 1507 SE Eaton Blvd. Battle Ground, WA 98604
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	Apex Mechanical APEXMML8435G 1507 SE Eaton Blvd. Battle Ground, WA 98604

END OF SECTION 00 43 36

APPENDIX A – 2025 FTA Clauses and Certification Forms

- A.1 2025 Federal Transportation Administration Clauses
- A.2 Certificate of Non-Debarment/Suspension
- A.3 Certificate Regarding Lobbying by Contractor
- A.4 Disclosure of Lobbying Activities
 - A.4a Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
- A.5 Certificate Regarding Conflict of Interest
- A.6 Buy America Certification (FTA)
- A.7 Contractor and Subcontractor Bidder Information Form



City of Everett

Federal Transit Administration Clauses

Last updated: 6/10/2025

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1. SIMPLIFIED ACQUISITION THRESHOLD

Required Clauses in Third Party Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third-party contracts made by the Recipient under the Federal award must contain provisions covering the following.

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.) The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

2. ACCESS TO RECORDS AND REPORTS

This clause flows down and extends to all third-party contractors and their contracts. It must be included in every tier contract.

The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third-party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.

- A. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete, and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the Recipient or its Third Party Participants may regard as confidential or proprietary, related to the performance of this contract as reasonably may be required.
- D. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors’ access to the sites of performance under this contract as reasonably may be required.

3. BONDING REQUIREMENTS

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold.

4. BUS TESTING – NOT APPLICABLE

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

5. BUY AMERICA REQUIREMENTS

(Over 150K) Certification added.

This clause flows down and extends to all first-tier contractors and their contracts. It must be included in every first-tier contract.

The contractor agrees to comply with 49 U.S.C 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

6. BUILD AMERICA, BUY AMERICA ACT

This clause flows down and extends to all first-tier contractors and their contracts. It must be included in every first-tier contract.

The contractor agrees to comply with the Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall provisions of 2 CFR Part 184 shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

- A. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- B. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been

Federal Transit Administration Clauses

established under applicable law or regulation; and

- C. All construction materials* are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

*Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

7. CARGO PREFERENCE REQUIREMENTS

A. Cargo Preference - Use of United States-Flag Vessels

Include for all contracts in which ocean vessel is used to transport.

At least 50 percent of any equipment, materials, or commodities procured, contracted for, or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

1. The contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590
2. The contractor also agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

8. CHARTER SERVICE – NOT APPLICABLE

The Charter Bus requirements apply to contracts for operating public transportation service.

This clause flows down and extends to all first-tier service contractors.

9. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Over 150K)

This clause flows down and extends to all third-party contractors and their contracts. It must be included in

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every tier contract.

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).
4. It will report violations must to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. CIVIL RIGHTS

Nondiscrimination in Federal Public Transportation Programs. Each Third Party Participant assures that it will:

(1) Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(2) Prohibit the:

(i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

(ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or

(iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(3) Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but

(ii) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

Nondiscrimination – Title VI of the Civil Rights Act. Each Third Party Participant assures that it will:

(1) Prohibit discrimination based on race, color, or national origin,

(2) Comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

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(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332; and

(3) Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and

(iii) All other applicable federal guidance that may be issued.

Equal Employment Opportunity.

(1) Federal Requirements and Guidance. Each Third Party Participant assures that will, prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin, and:

(i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

(ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

(iii) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

(iv) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and

(v) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. Background and Applicability

This clause flows down and extends to all third-party contractors and their contracts. It must be included in every tier contract. It is the prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subcontractors.

B. Disadvantaged Business Enterprise (DBE) Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 applies to this contract. The requirements of this contract are to encourage DBE participation and to report race neutral accomplishments semi-annually. No preference will be included in the evaluation of bids, no minimum level of DBE participation shall be required as condition for receiving an award and bids/Bids will not be rejected or considered non-responsive on that basis.

C. Disadvantaged Business Enterprises (DBE) Definitions

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1. DBE is an incorporated or unincorporated small business concern or joint venture, as defined by Section 3 of the Small Business Act and implementing regulations, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$14 million over the previous three fiscal years. The Secretary shall adjust this figure from time to time for inflation. A DBE must be certified by the Washington State Office of Minority and Women's Business Enterprises.
 - a. At least 51 percent of which is owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and,
 - b. The management and daily business operations of which are controlled by the socially and economically disadvantaged individuals who own the business.
2. Socially and Economically Disadvantaged Individuals are those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:
 - a. Black Americans - which includes persons having origins in any of the black racial groups of Africa;
 - b. Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - c. Native Americans - which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
 - d. Asian-Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories or the Pacific and the Northern Marianas;
 - e. Asian-Indian Americans - which includes persons whose origins are from India, Pakistan and Bangladesh;
 - f. Women - regardless of race, ethnicity or origin; and,
 - g. Other - individuals found to be socially and economically disadvantaged by the Small Business Administration (SBA) pursuant to Section 8(a) of the Small Business Act.

D. Disadvantaged Business Enterprises

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of DBEs is 10%. The agency's overall goal for DBE participation is 2%. A separate contract goal has not been established for this procurement.
2. The successful bidder/Bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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3. The contractor must promptly notify the City of Everett, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Everett.

E. Efforts to Solicit DBE Participation

DBE firms shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. Contractors are encouraged to:

1. Advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting bids/Bids directly from DBEs.
2. Utilize the services of available minority community-based organizations, minority contractor groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses, such as the Office of Minority and Women's Business Enterprises listed below.
3. Establish delivery schedules, where requirements of the contract allow, that encourage participation by DBEs and other small businesses.
4. Achieve attainment through joint ventures.

In the absence of a mandatory goal, all DBE participation that is attained on this project will be considered as "race neutral" participation and will be reported as such.

F. Information Regarding DBEs

Information regarding Disadvantaged Business Enterprises currently certified with the State of Washington is available at:

Office of Minority and Women's Business Enterprises

PO Box 41160

Olympia, WA 98504-1160

(800) 208-1064 Toll Free

(360) 586-7079 Fax

Or visit their website at <http://www.omwbe.wa.gov/>

G. Procedures Between Award and Execution

After award of the contract, the successful bidder shall provide the following additional information:

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A list of all firms who submitted a bid or quote in an attempt to participate in this project whether they were successful or not. Include the correct business name, federal employer identification number (optional), and a mailing address.

H. Required DBE Contract Clauses

1. Contract Assurance

The following clause is incorporated in every FTA-assisted contract and subcontract:

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City of Everett deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible per 49 CFR§ 26.13(b).

2. Prompt Payment and Retainage

The following clause is incorporated in every FTA-assisted prime contract:

When payment is received by a Contractor or Subcontractor for work performed, the Contractor or Subcontractor shall pay to any Subcontractor no later than thirty (30) days after the receipt of the payment, amounts allowed the Contractor on account of the work performed by the Subcontractor, to the extent of each Subcontractor's interest therein, unless the payment otherwise is excused under the provisions of RCW 39.04.250. This requirement shall flow down from Contractor to all lower tier subcontractors.

The City of Everett will not withhold any retainage or payments owing to the Contractor. The Contractor shall not withhold any retainage or payments owing to any Subcontractor. No delays or postponements of payment from the above referenced timeframe may occur unless approved in writing by the City. This clause applies to the DBE and non-DBE subcontracts.

If an DBE has not been paid on time, it should seek to resolve issues with the Contractor or Subcontractor, if the DBE is on a lower tier. If a satisfactory resolution is not arrived at, the DBE may approach the City of Everett Procurement Manager for assistance.

3. Resolving Payment Disputes, Discrepancies and Delays

Per 49 CFR §26.29 Contractors shall include in their subcontracts language providing that Contractor and Subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

Further, if a payment to a Contractor by the City of Everett is in dispute, has discrepancies or is delayed for any other reason, Contractor shall pay its DBE subcontractor(s) in a timely manner, without waiting for receipt of payment from the City of Everett.

4. Use of DBE Financial Institutions:

Per 49 CFR Part 26.27, Contractors and Subcontractors are encouraged to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in their community and make reasonable efforts to use these institutions. The list of such firms is available at: www.federalreserve.gov/releases/mob.

I. Small Business Participation

Bidders on public works contracts greater than \$100,000 must identify and provide specific subcontracts appropriate for small business participation.

Definition of Small Business per the Code of Federal Regulations (CFR), Title 49: Transportation, Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, Subpart A – General, Paragraph 26.5:

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipt specified in Paragraph 26.65(b).

Paragraph 26.65: What rules govern business size determinations?

1. To be an eligible DBE, a firm (including its affiliates) must be an existing small business, as defined by Small Business Administration (SBA) standards. As a recipient, you must apply current SBA business size standard(s) found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.
2. Even if it meets the requirements of paragraph (a) of this section, a firm is not an eligible DBE in any Federal fiscal year if the firm (including its affiliates) has had average annual gross receipts, as defined by SBA regulations (see 13 CFR 121.402), over the firm's previous three fiscal years, in excess of \$22.41 million.
3. The Department adjusts the number in paragraph (b) of this section annually using the Department of Commerce price deflators for purchases by State and local governments as the basis for this adjustment.

[74 FR 15224, Apr. 3, 2009]

12. VETERAN'S EMPLOYMENT

To the extent practicable, Contractors shall give a hiring preference to veterans (as defined in Section 2108 of title 5 (5 USC 2108)) who have the requisite skills and abilities to perform the construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an

individual with a disability, or a former employee.

13. TERMINATION OF DBE SUBCONTRACTOR

The Contractor shall not terminate the DBE subcontractor(s) listed in the **bid documents** without the City of Everett's prior written consent. The City of Everett may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City of Everett in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated.

A. Continued Compliance

The City of Everett shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City of Everett that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City of Everett. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder shall permit:

- The City of Everett to have access to necessary records to examine information as it deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the City of Everett, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

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- All data/record(s) pertaining to DBE shall be maintained as stated in the solicitation.

B. Sanctions for Violations

If at any time the City of Everett has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City of Everett may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

14. DAVIS-BACON AND ANTI-KICKBACK

This clause flows down and extends to all third-party contractors and their contracts. It must be included in every tier contract.

Each Third Party Participant assures that it will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:

(1) Prevailing Wage Requirements of:

- (i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- (iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(2) Wage and Hour Requirements of:

- (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and
- (ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(3) "Anti-Kickback" Prohibitions of:

- (i) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;

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(iii) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3.

(4) Construction Site Safety of:

(i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and

(ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.(ii) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

15. CONTRACT WORK HOURS AND SAFETY STANDARDS (40 U.S.C. §§ 3701 – 3708)

This clause flows down and extends to all third-party contractors and their contracts. It must be included in every tier contract.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS NOT INVOLVING CONSTRUCTION

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

1. Awards Involving Commerce

Each third party participant assures that will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

17. ENERGY CONSERVATION

This clause flows down and extends to all third-party contractors and their contracts. It must be included in every tier contract.

The contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

18. FLY AMERICA

This clause flows down and extends to the first-tier contractor only.

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A. Definitions. As used in this clause:

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

B. Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

The Contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

19. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This clause applies to any tier contract that is expected to exceed \$25,000. The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the Recipient, the City of Everett, whether or not it is or has been on any debarred bidders’ list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform the Recipient.

(Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require

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each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and suspension requirements; and (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. "Nonprocurement Suspension and Debarment," which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Everett. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Everett, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. DISCLOSURE OF LOBBYING ACTIVITIES (31 U.S.C. § 1352)

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

21. NO FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

This clause applies to third party contracts that are federally funded and flows down to every tier.

- A. The Federal Government does not and shall not have any commitment or liability related to this Contract or its underlying agreements, to any participant at any tier, or to any other person or entity that is not a party (FTA or the Agency) to the underlying agreement; and
- B. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Contract at any tier that may affect any underlying agreement, the Federal Government does not and shall not have any commitment or liability to any participant or other entity or person that is not a party (FTA or the Agency) to this Contract/Task Order or any underlying agreement.

22. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the recipient or subrecipient wishes to enter into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award.

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the City of Everett intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings, and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- A. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Federal Transit Administration Clauses

1. Any subject data developed under the Contract, whether or not a copyright has been obtained; and any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- B. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- C. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- D. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- E. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- F. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- G. **Rights to Inventions Made Under a Contract or Agreement.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

Recipients purchasing revenue service rolling stock with FTA funds must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663. For more information about pre-award and post-delivery audit requirements, please go to [FTA's Buy America](#) page on its website.

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Program Fraud clauses applies to all third-party contracts that are federally funded. It extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent to the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

This clause applies to all third-party contractor and their contracts at every tier.

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit

Program. The U.S. DOL Special Warranty is a condition of the Contract.

- C. **Special Arrangements**. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

26. RECOVERED MATERIALS - RECYCLED PRODUCTS

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

27. SAFE OPERATION OF MOTOR VEHICLES

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. It flows down to all third-party contractors at every tier.

A. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the City of Everett.

B. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

28. SCHOOL BUS OPERATIONS – NOT APPLICABLE

The School Bus requirements apply to contracts for operating public transportation service. This clause flows down from FTA recipients and subrecipients to first tier service contractors.

29. SEISMIC SAFETY

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings. This clause flows down from FTA recipients and subrecipients to first tier

contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

30. SUBSTANCE ABUSE REQUIREMENTS – NOT APPLICABLE

This clause applies to third party contractors who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." This clause flows down to all third-party contractors at every tier who perform a safety-sensitive function for the City of Everett.

31. TERMINATION

All contracts in excess of \$10,000 must address the termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. This clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

A. Termination for Convenience (General Provision)

The City of Everett may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City. If the Contractor has any property in its possession belonging to the City of Everett, the Contractor will account for the same, and dispose or return of it in the manner the City directs.

If the contract elsewhere has one or more termination for convenience provisions in addition to this Section, then the City may select the termination for convenience provision for the termination that the City deems most advantageous to the City.

B. Opportunity to Cure (General Provision)

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor two weeks in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) business days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City of Everett shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

C. Waiver of Remedies for any Breach

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

D. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, the City of Everett may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City, acts of another contractor in the performance of a contract with City, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within ten [10] days from the beginning of any delay, notifies the City of Everett in writing of the causes of delay. If, in the judgment of the City, the delay is excusable, the time for completing the work shall be extended. The judgment of the City shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

32. VIOLATION AND BREACH OF CONTRACT

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third-party contractors and their contracts at every tier.

A. Rights and Remedies of the City of Everett

The City of Everett shall have the following rights in the event that the City of Everett deems the Contractor guilty of a breach of any term under the Contract.

Federal Transit Administration Clauses

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

B. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City of Everett, the Contractor expressly agrees that no default, act or omission of the City of Everett shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract, unless the City directs Contractor to do so, or to suspend or abandon performance.

C. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City of Everett will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the City will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

D. Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Project Manager. This decision shall be final and conclusive unless within ten (10) business days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Clerk. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Procurement Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

E. Performance during Dispute

Unless otherwise directed by the City of Everett, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

F. Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or any of its employees, agents or others for whose acts it is legally liable, a claim for damages, therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

G. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Everett and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within in Washington State in which the City of Everett is located.

H. Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Everett or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

33. PROTEST AND APPEALS

Procurement Protest Procedures are available for review at:

<https://www.codepublishing.com/WA/Everett/#!/Everett03/Everett0346.html#3.46>

34. FEDERAL CHANGES

Any proposed change in this contract shall be submitted to the City of Everett for its prior approval. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (28) dated February 9, 2021) between Purchaser and FTA , or as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. INCORPORATION OF FTA TERMS

The preceding and following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G dated January 17, 2025, applicability date of March 20, 2025, are hereby incorporated by reference.

<https://www.transit.dot.gov/sites/fta.dot.gov/files/2025-01/Third-Party-Contracting-Guidance-%28Circular-4220.1G%29.pdf>

Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict either other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Everett requests which would cause City of Everett to be in violation of the FTA terms and conditions.

The contract agreement shall be binding upon and inure to the benefit of the contract parties, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

36. TERMS OF THESE PROVISIONS AND COMPLIANCE

- A. The Contractor must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance, except as FTA determines otherwise in writing.
- B. To assure compliance with federal laws, regulations, and requirements, the Contractor must take measures to assure that other participants in all of its underlying agreements, including, but not limited to subcontracts or purchase or task orders with lower tier subcontractors, suppliers, consultants etc.) comply with applicable federal laws, regulations, and requirements, and follow applicable federal guidance, except as FTA determines otherwise in writing.
- C. FTA may take enforcement action if the Contractor violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.
- D. Parties agree that not every provision of this section will apply to every subcontractor or any underlying agreements. Criteria determining which federal laws, regulations, requirements, and guidance apply include the type of award, the federal law authorizing federal assistance for the award, the federal law, regulations, or requirements governing how the award must be implemented, the federal guidance pertaining to the award, and the Contractor's legal status as a business, a "private nonprofit entity," a "private for-profit entity," or an individual.
- E. As provided in federal laws, regulations, requirements, and guidance, FTA will enforce only those federal laws, regulations, requirements, and guidance that apply to the Contractor, or to any Project and related activities encompassed in the award, any accompanying underlying agreements, and any amendments thereto.
- F. This Section does not have an expiration date. Section shall continue to apply to the Agency, the Contractor and all parties covered by any underlying agreements, until the Section is modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment.
- G. The Contractor must comply with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, which applies to this Contract or other underlying agreements.
- H. Except as FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, and subparts A through E of U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, shall apply to the Contractor and all its subcontractors.
- I. Uniform Administrative Requirements. Compliance with FTA's "Buy America Requirements," 49 CFR Part 661, and "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184, as described in this Master Agreement shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."

37. CONTRACTOR'S RESPONSIBILITY TO EXTEND FEDERAL REQUIREMENTS TO LOWER TIER PARTICIPANTS

In certain circumstances, the Contractor's compliance with specific federal requirements depends on compliance by its lower tier participant(s) and therefore:

- A. **General.** The Contractor agrees to ensure that its lower tier participant(s) will comply with applicable federal requirements and follow applicable federal guidance.
- B. **Performance of the Contractor's Responsibilities.** If a lower tier participant is expected to fulfill any responsibilities typically performed by the Contractor, the Contractor agrees to ensure that the lower tier participant will carry out the Contractor's responsibilities in compliance with federal requirements, and provide enough information to each lower tier participant so that they understands that they will be expected to follow federal guidance.
- C. **Risk.** As provided in 2 CFR Part 1201, which incorporates by reference 2 CFR Part 200, the Contractor agrees to evaluate the risk involved before awarding an underlying agreement to any entity.
- D. **Lower tier agreements.** To comply with federal requirements, the Contractor agrees to enter into a written agreement with each lower tier participant in its underlying agreement and must include all appropriate provisions stating the lower tier participant's responsibilities to assure the Contractor's capability to comply with applicable federal requirements and guidance and specifying the responsibilities that the lower tier participant will fulfill on the Contractor's behalf.
- E. **Notice to lower tier participants.** The Contractor agrees to include notice in each lower tier agreement that:
 - 1. Federal requirements that apply to the Contractor or are included in the Contract/Task Order, the accompanying underlying agreement, and any amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in this Contract/Task Order or the Contractors underlying agreements including any information incorporated by reference and made part of that underlying agreement; and

Applicable changes to those federal requirements will apply to this Contract/Task Order and the Contractor's underlying agreements and parties thereto at any tier.

38. TRAFFICKING OF PERSONS

- A. Contractor agrees to comply and assures the compliance of each Lower Tier Participant with: Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and the terms of this section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.
- B. Contractor further agrees that it and its employees that participate in this Contract/Task Order shall not:
 - 1. Engage in severe forms of trafficking in persons during the contract period, including all extensions or while Contract/Task Order is in effect,
 - 2. Procure a commercial sex act during the Contract or Task Order period, including all extensions,

or

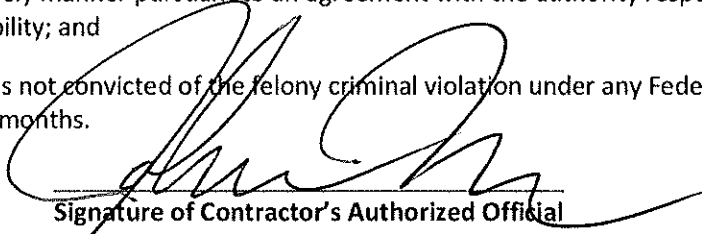
3. Use forced labor in the performance of Contract or Task Order or any sub agreements thereunder.

39. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

This flows down to all third-party participants regardless of tier or value of the sub agreement.

Transactions Prohibited:

- A. The Contractor agrees to certify that, prior to entering into this Contract or any Lower Tier Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Contractor will obtain from the prospective Lower Tier Participant a certification that the Lower Tier Participant —
 1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.



Signature of Contractor's Authorized Official

John Muonio, Member

Name and title of Contractor's Authorized Official

12/23/2025

Date

- B. Contractors that cannot certify to the provisions as listed in this Section 38 above will be deemed not responsible due to the delay such non-certification would cause to the delivery of the Contract.

40. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 512(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

41. NOTIFICATION OF LEGAL MATTERS

Each Third-Party Participant must include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute,

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breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.
- D. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- E. Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

Contractor agrees to notify the City of Everett immediately if it becomes involved in a current or prospective legal matter that may affect the federal government, which includes, but is not limited to, FTA's interests in the award, the accompanying underlying agreement, and any Amendments thereto, or the FTA's administration or enforcement of federal laws, regulations, and requirements. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or where the FTA may be named as a party to litigation or a legal disagreement in any forum for any reason.

Contractor will immediately notify the City of Everett if it has knowledge of potential fraud, waste, or abuse occurring in relation to this Contract. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal

assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the City of Everett.

The City of Everett reserves the right to seek all remedies available to it under law, including to procure substitute services or products elsewhere and recover its damages, attorneys' fees and costs from Contractor.

42. SOLID WASTES

Required Clause in Third-Party Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third-party contracts made by the Recipient under the Federal award must contain provisions covering the following:

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

43. ENVIRONMENTAL PROTECTION

- A. General. The Recipient agrees to, and assures that its Third-Party Participants will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- B. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Recipient agrees to, and assures that its Third-Party Participants will:
 1. Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
 - a. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
 - b. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
 - c. Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
 - d. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and

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- e. Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
2. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - a. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013;
 - b. Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
 - c. Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- C. Other Environmental Federal Laws. The Recipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."
- D. Corridor Preservation. The Recipient agrees that:
1. It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed; and
 2. It will follow FTA Final Guidance on the Application of 49 U.S.C § 5323(q) to Corridor Preservation for a Transit Project, October 27, 2014.
- E. Use of Certain Public Lands. The Recipient agrees to comply, and assures that its Third Party Participants will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- F. Historic Preservation. The Recipient agrees to, and assures that its Third-Party Participants will:
1. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.
 2. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 3. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

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4. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.
 5. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- G. Indian Sacred Sites. The Recipient agrees to, and assures that its Third Party Participants will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).
- H. Mitigation of Adverse Environmental Effects.
1. The Recipient agrees to comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in its finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.
 2. The Recipient agrees that:
 - a. Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto;
 - b. Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached; and
- I. Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

44. FEDERAL "\$1 COIN" REQUIREMENTS

The City of Everett agrees to comply with section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. § 5112(p), therefore its equipment and facilities will be fully capable of accepting and dispensing \$1 coins when coins or currency are required to use that equipment or those facilities, and it will display signs and notices of the \$1 coin capability of its equipment and facilities on its premises, including vending machines, where coins or currency are used.

45. FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

Pursuant to 41 CFR § 60-1.4(b)(1): The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

46. ADA ACCESS

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons

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with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments hereto.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies. The following clauses should be included for the appropriate procurement action.

- A. **Rolling Stock Accessibility:** Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Vehicles acquired (with limited exceptions) should be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;
- B. **Purchased Transportation Services Accessibility.** A third party contractor providing public transportation services must operate its services in compliance with 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," using facilities and equipment that comply with 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. MART advises its third party contractors operating public transportation services to review the requirements for public entities in this context which include but are not limited to:
 - 1. **Complementary Paratransit Service.** Requirements that public entities providing fixed-route service provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service.
 - 2. **Equal Opportunity.** Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services
- C. **Design and Construction Accessibility.** Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities,

and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

47. ASSET MANAGEMENT DATABASE

(a) Transit Asset Management Plan. The Recipient agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326, FTA regulations, "Transit Asset Management," 49 CFR Part 625, and "National Transit Database," 49 CFR Part 630, and other applicable federal laws, regulations, and requirements.

(b) When Compliance is Required. each Third Party Participant will, comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 CFR Parts 625 and 630, and follow applicable federal guidance.

48. PROHIBITION OF CERTAIN TELECOMMUNICATIONS

Per 2CFR 200.216, "Prohibition on certain telecommunications and video surveillance equipment or services"

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

49. ENVIRONMENTAL PROTECTIONS

(a) General. Third Party Participants assure that it will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

(b) National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Recipient agrees to, and assures that its Third Party Participants will:

(1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:

(i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;

(ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ’s implementing regulations 40 CFR Part 1500 – 1508;

(iii) Joint FHWA and FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622;

(iv) Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and

(v) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

(2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (i) Joint FHWA and FTA final guidance, “Interim Guidance

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on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013;

(ii) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and

(iii) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

(c) *Other Environmental Federal Laws.* Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

(d) *Corridor Preservation.* Not applicable

(e) *Use of Certain Public Lands.* Third Party Participants will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

(f) *Historic Preservation.* Third Party Participants will: (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

(2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.

(3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

(4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.

(5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

(g) *Indian Sacred Sites.* Third Party Participants will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

50. **MOTOR CARRIER SAFETY**

(a) *Financial Responsibility.* Third Party Participants will comply with the economic and insurance

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registration requirements of the: (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR Part 387, if it is engaged in operations requiring compliance with 49 CFR Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and

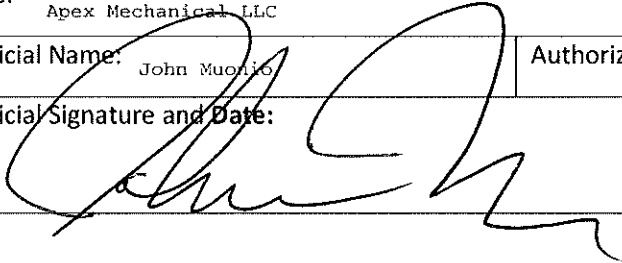
(2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR Part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

(b) *U.S. FMCSA Requirements.* The Recipient agrees to comply and assures that its Third Party Participants will comply with: (1) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 CFR Parts 390 – 397, to the extent applicable; and

(2) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 CFR Part 383, and "State Compliance with Commercial Driver's License," 49 CFR Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382, and implementing federal guidance, to the extent applicable.

By signing this agreement, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read, understands, and agrees to be bound by all requirements and contract terms and conditions contained herein.

This agreement may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By signing the agreement, the company agrees that its signature will have the same legal effect as an original ink signature.

Company Name: Apex Mechanical LLC	
Authorizing Official Name: John Muonio	Authorizing Official Title: Member
Authorizing Official Signature and Date:  12/23/2025	

CERTIFICATE OF NON-DEBARMENT/SUSPENSION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

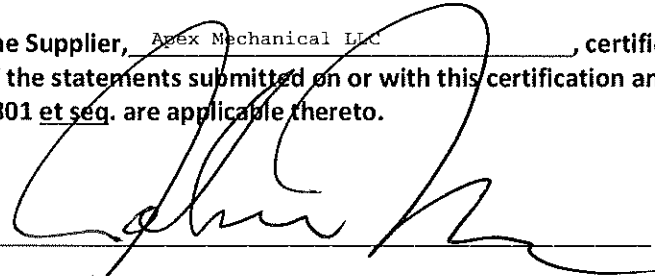
THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS PROPOSAL. RETURN ALL COMPLETED FORMS WITH ORIGINAL PROPOSAL PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),

Apex Mechanical LLC hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, Apex Mechanical LLC, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.



Signature of Authorized Official

John Muonio, Member

Title of Authorized Official

12/23/2025

Date

CERTIFICATE OF NON-DEBARMENT/SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

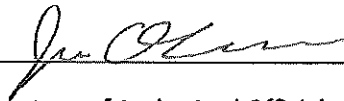
THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS PROPOSAL. RETURN ALL COMPLETED FORMS WITH ORIGINAL PROPOSAL PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),

VMC BUILDING AUTOMATIONS hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, VMC BUILDING AUTOMATIONS certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.



Signature of Authorized Official

SALES ENGINEER

Title of Authorized Official

12/22/2025

Date

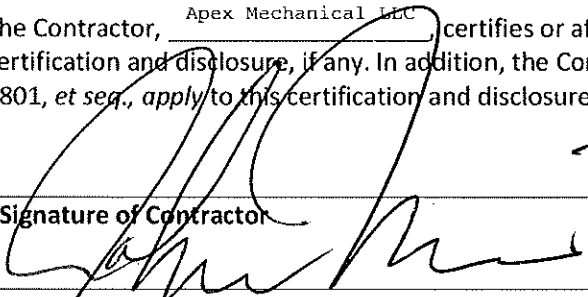
CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Apex Mechanical LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor 	Date 12/23/2025
Print Name John Muonio	Address 1507 SE Eaton Blvd
Title Member	City, State, Zip Battle Ground, WA 98604

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form must be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

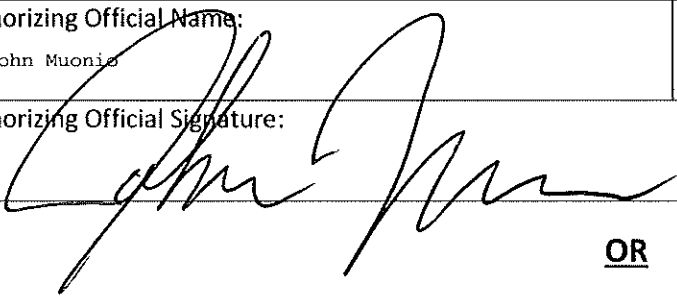
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official must sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING CONFLICT OF INTEREST

The Vendor is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Vendor hereby certifies under penalty of perjury under the laws of the State of Washington that to the best of its knowledge and belief, performance of the services described in the Scope of Work will not create any conflicts of interest for the Vendor, any affiliates, any proposed subconsultants or key personnel of any of these organizations.	
Vendor/Company Name: Apex Mechanical LLC	
Authorizing Official Name: John Muonio	Authorizing Official Title: Member
Authorizing Official Signature: 	Date: 12/23/2025

OR

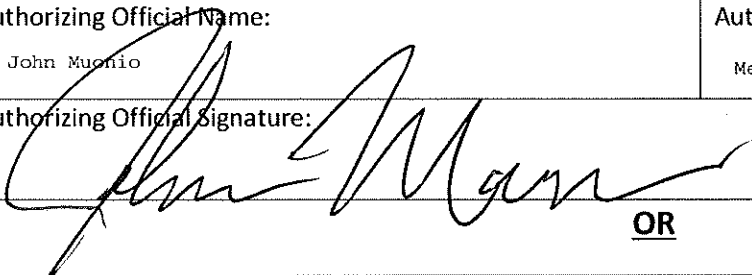
Name of Individual/Company to which potential conflict of interest might apply:	
Nature of potential conflict of interest:	
Proposed Remedy:	
Vendor/Company Name:	
Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Signature:	Date:

BUY AMERICA CERTIFICATION (FTA)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have 70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products. Vendor must certify compliance or non-compliance:

<i>Certificate of Compliance with 49 U.S.C. 5323(j)(1)</i>		
The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.		
Vendor/Company Name: Apex Mechanical LLC		
Authorizing Official Name: John Muonio	Authorizing Official Title: Member	
Authorizing Official Signature: 	Date: 12/23/2025	

OR

<i>Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)</i>		
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.		
Vendor/Company Name:		
Authorizing Official Name:	Authorizing Official Title:	
Authorizing Official Signature:	Date:	

CONTRACTOR AND SUBCONTRACTOR BIDDER INFORMATION FORM

For Federal Transit Administration federally assisted projects, the following information is required from all bidding contractors and subcontractors as part of the U.S. Department of Transportation's Disadvantaged Business Enterprise program, per 49 CFR Parts 23 and 26. Complete this form in its entirety and submit it along with your initial proposal response.

Business Name	Apex Mechanical LLC		
Business Address, including zip code	Address Line 1	1507 SE Eaton Blvd	
	Address Line 2	NA	
	City, State, Zip	Battle Ground, WA 98604	
What is your business's DBE status?	<input type="checkbox"/> DBE <input checked="" type="checkbox"/> Non-DBE		
Business's Majority Owner's Ethnicity	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American		<input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Asian-Pacific American <input checked="" type="checkbox"/> Non-minority <input type="checkbox"/> I choose not to respond.
Business's Majority Owner's Gender	<input type="checkbox"/> Female <input checked="" type="checkbox"/> Male <input type="checkbox"/> Not Listed: _____ <input type="checkbox"/> I choose not to respond		
NAICS Code(s) – List all that are applicable to the project.	238220, 238210		
Business Age (in years)	9 years		
Annual Gross Receipts: Which gross receipt bracket best fits your business	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1 to \$3 Million <input type="checkbox"/> \$3 to \$6 Million <input type="checkbox"/> \$6 to \$10 Million <input checked="" type="checkbox"/> \$10+ Million <input type="checkbox"/> I choose not to respond.		

CONTRACTOR AND SUBCONTRACTOR BIDDER INFORMATION FORM

For Federal Transit Administration federally assisted projects, the following information is required from all bidding contractors and subcontractors as part of the U.S. Department of Transportation's Disadvantaged Business Enterprise program, per 49 CFR Parts 23 and 26. Complete this form in its entirety and submit it along with your initial proposal response.

Business Name	UMC BUILDING AUTOMATION	
Business Address, including zip code	Address Line 1	19020 33rd AVE W
	Address Line 2	SUITE 400
	City, State, Zip	LYNNWOOD, WA, 98036
What is your business's DBE status?	<input type="checkbox"/> DBE <input checked="" type="checkbox"/> Non-DBE	
Business's Majority Owner's Ethnicity	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Asian-Pacific American <input checked="" type="checkbox"/> Non-minority <input type="checkbox"/> I choose not to respond.	
Business's Majority Owner's Gender	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Not Listed: <input checked="" type="checkbox"/> I choose not to respond	
NAICS Code(s) – List all that are applicable to the project.		
Business Age (in years)	105 YEARS	
Annual Gross Receipts: Which gross receipt bracket best fits your business	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1 to \$3 Million <input type="checkbox"/> \$3 to \$6 Million <input type="checkbox"/> \$6 to \$10 Million <input checked="" type="checkbox"/> \$10+ Million <input type="checkbox"/> I choose not to respond.	











Everett Station HVAC and Controls Improvements_SD Final

Final Audit Report

2026-03-02


Created:	2026-02-25
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnoUNggCiD2tOePZIhbm4ehBWO1yR5tL8

"Everett Station HVAC and Controls Improvements_SD Final" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Email viewed by Joan Olsen (jolsen@everettwa.gov)
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 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2026-03-02 - 6:33:09 PM GMT - Time Source: server

 Agreement completed.

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