



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 American Process Group, 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/or appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: “2026 Biosolids Removal and Disposal” (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	https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2097865&searchid=7c94d59-8445-4b18-bd18-a865d619f0a7&dbid=0 This is a 347-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.20 11:47:18 -07’00’
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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 ninety (90) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within thirty (30) calendar days after the actual date of issuance of Substantial Completion.

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

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

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

	\$4,539,124.60
+ WA Sales Tax (as applicable)	
Contract Sum	\$4,539,124.60

This is based on the proposal/bid submitted by Contractor dated March 20, 2026. A copy of this proposal/bid is attached hereto.

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

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

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

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

7. 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

06/07/2026

Date

ATTEST:




Office of the City Clerk



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

CONTRACTOR:

AMERICAN PROCESS GROUP, LLC

By: 

Signature

Typed/Printed Name of Signer: Doug Van der Veen

Title of Signer: Vice President, Operations

Date: **06/04/2026**

ATTACHMENT TO CONTRACT

SECTION 00 4113 - BID FORM -

1.1 BIDDER INFORMATION

Project Title: 2026 Biosolids Removal and Disposal

Project No.: UT3752-30

Date: March 20, 2026

Submitted by: Doug Van der Veen, P.Eng.
Vice President, Operations

Company Name and
Address: American Process Group LLC
1201 Pacific Ave., Suite 600
Tacoma, WA 98402

1.2 OFFER

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

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

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

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

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
1.	Mobilization and Demobilization	LS	1	N/A	\$ <u>232,936.67</u>
2.	Decontamination of Equipment	LS	1	N/A	\$ <u>34,427.93</u>
3.	Dry Tons Biosolids Removed, Dewatered, & Placed on Biosolids Pad	Dry Ton	4,000	\$ <u>406.20</u>	\$ <u>1,624,800.00</u>
4.	Dry Tons Biosolids Transported & Disposed of at Approved Site	Dry Ton	4,000	\$ <u>560.49</u>	\$ <u>2,241,960.00</u>
5.	Apprentice Incentive (Section 00 7373)	LS	1	N/A	\$5,000.00
6.	Force Account (Section 00 7200)	Each	\$400,000.00	\$1.00	\$400,000.00
				SUBTOTAL	\$ <u>4,539,124.60</u>
				Washington State Sales Tax @ 9.9%	\$ <u>449,373.33</u>
				TOTAL BID	\$ <u>4,988,497.93</u>

1.3 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 45 days from the Bid closing date.
- B. If this Bid is accepted by the Owner within the time period stated above, we will:
 - 1. Furnish the required 100% payment and 100% performance bonds in the form described in Contract Documents within 14 calendar days of receipt of Notice of Award.
 - 2. Submit to the City in pdf format the certificate of Insurance and additional insured endorsements, per SECTION 007200 of the Contract Documents, within 14 calendar days of receipt of Notice of Award
 - 3. Execute the Contract within 3 business after receipt from the City's AdobeSign system.

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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.
- E. If this Project contains apprentice utilization requirements, then Bidder certifies:
- For each public project completed by 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.

1.4 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 February 19, 2026
Addendum No.....2....., dated February 27, 2026
Addendum No.....3....., dated March 9, 2026
Addendum No.....4....., dated March 11, 2026

1.6 BIDDER CERTIFICATIONS

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

1.7 DESIGNATED/AUTHORIZED REPRESENTATIVE

- A. Bidder designates Doug Van der Veen, P.Eng, 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
<u>Please refer to attached Directors Resolutions</u>		

1.9 BID FORM SIGNATURES

- A. By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 7200 – GENERAL CONDITIONS and certifies that coverage will be provided as required.
- B. The undersigned also hereby certifies that, within the 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 20th day of March, 2026, ~~2025~~

Name of Bidder: American Process Group LLC

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Acheson, Alberta, Canada

Title: Vice President, Operations

Phone: (780) 963-1484

State of Incorporation Delaware Contractor's License No. CCAMERIPG927DS

Washington State 902 477 526

Email address of Bidder's authorized Agent:

dvanderveen@amprocessgroup.com

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END OF SECTION 00 4113











2026 Biosolids Contract_Final for Signarure.rev.SD

Final Audit Report

2026-06-08

Created:	2026-06-02
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_kmFzZuk4kQmIPKudKrbUnGeL9xwx--a

"2026 Biosolids Contract_Final for Signarure.rev.SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to Hanna Lintukorpi (HLintukorpi@everettwa.gov) for approval
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-  Document approved by Hanna Lintukorpi (HLintukorpi@everettwa.gov)
Approval Date: 2026-06-02 - 9:33:09 PM GMT - Time Source: server
-  Document emailed to Doug Van der Veen (dvanderveen@amprocessgroup.com) for signature
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-  Document e-signed by Doug Van der Veen (dvanderveen@amprocessgroup.com)
Signature Date: 2026-06-04 - 8:56:10 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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 Document emailed to Marisa Manibusan (mmanibusan@everettwa.gov) for signature

2026-06-08 - 0:28:24 AM GMT

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

Signature Date: 2026-06-08 - 4:04:31 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

 Agreement completed.

2026-06-08 - 4:04:31 PM GMT