



**City of Everett  
Bid No. 2000-354  
THORNTON A. SULLIVAN PARK  
BOATHOUSE PATH PROJECT  
11405 Silver Lake Road, Everett WA 98208  
Bids Due:  
January 11, 2001**

**GENERAL**

Notice is hereby given that written quotes will be received by City of Everett Purchasing Office, 3200 Cedar Street, Everett WA 98201, for THORNTON A. SULLIVAN PARK BOATHOUSE PATH PROJECT.

All quotes must be submitted no later than 2:00 p.m., Thursday, January 11, 2001 and must be clearly marked **“2000-354, THORNTON A. SULLIVAN PARK BOATHOUSE PATH PROJECT due January 11, 2001”**.

All bidders must certify that they are not on the Comptroller General’s list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

Pricing and delivery shall be F.O.B. 11405 Silver Lake Road, Everett WA 98208.

The successful bidder will be required to possess or be able to obtain a City of Everett Business License and pay any applicable City of Everett B & O Tax. B & O Tax questions may be directed to Everett City Clerk, (425) 257-8610.

Questions regarding bidding procedures may be directed to Nancy Woods at (425) 257-8840. Technical questions regarding this bid may be directed to:

Henry Schroder, Project Manager at  
(425) 257-8372.

Fax quotes are acceptable by the deadline stated above at the City of Everett Purchasing Office fax number, (425) 257-8864. It is the bidder’s responsibility to make sure that fax quotes are received by the deadline. Bidders who delay transmitting fax quotes until near the deadline risk that other fax traffic may delay their fax transmission until after the deadline. Quotes received after the deadline will not be considered.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest and most responsive bidder as deemed in the best interests of the City.

<b>SITE INSPECTION</b> (Mandatory <input type="checkbox"/> Optional <input checked="" type="checkbox"/> )
Bidders are encouraged to make a physical inspection of property. A prebid tour will be conducted January 4, 2001 at 10:00 a.m. at 11405 Silver Lake Road, Everett WA 98208.

## **SCOPE AND NATURE OF WORK TO BE PERFORMED**

The T.A. Sullivan boathouse path paving project consists of the following construction activities:

- Installation of 100 linear feet of silt fence along the Silver Lake shoreline
- Demolition of the existing network of concrete and asphalt paths between the boathouse and the boat launch dock
- Site grading and placing of 2650 square feet of crushed surfacing top course and gravel base for new path
- Construction of an asphalt concrete paved path between the boathouse and the boat launch dock
- Local grading of slope in area of path demolition (approximately 200 square foot)

Note that this repair project is adjacent to the Silver Lake shoreline. Special care shall be taken to minimize any potential environmental impacts to the lake. Project does not include the Geoweb boat ramp shown on drawing.

## **SPECIFICATIONS**

### **SECTION 02055**

#### **DEMOLITION**

### **PART 1 - GENERAL**

#### **1.01 PRIOR TO STARTING WORK**

- A. Prior to starting work, the Contractor and the Owner's representative shall make a complete inspection of existing conditions in order to agree upon their condition and visible defects.

#### **1.02 AT COMPLETION OF THE PROJECT**

- A. At Completion of the Project, the Contractor and the Owner's representative shall make a complete inspection for possible damage caused by the construction work. Damage noted shall be repaired at no additional cost to the Owner.

#### **1.03 UTILITIES**

- A. Keep active utilities intact and in continuous operation.

### **PART 2 - PRODUCTS**

NOT USED

**PART 3 - EXECUTION**

3.01 WORK BY OWNER

- A. None.

3.02 EXTENT OF WORK IN THIS SECTION

- A. Do all demolition required for the completion of the work shown on the drawings, or specified herein. Take precautions to avoid damage to the Owner's equipment.

3.03 GENERAL

- A. Allow no debris to accumulate on the grounds, streets, and walks. Haul away from the site and dispose of debris at the Contractor's expense.
- B. Carefully maintain benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed.
- C. Install silt fence along lakeshore per City of Everett Public Works Department Standard 205A as specified on construction drawing. Utilize straw bales wrapped with fabric where line of silt fence crosses paved surfaces.
- D. Provide positive methods to minimize raising dust from demolition operations. Prevent airborne dust from dispersing into facilities and the atmosphere.
- E. Existing surfaces remaining exposed shall be protected from damage. Any damage incurred on such surfaces shall be repaired.

END OF SECTION 02055

**SECTION 02215**

**SITE GRADING**

**PART 1 - GENERAL**

1.01 Description

- A. Work Included: Work under this section consists of grading, excavation, filling, including imported fill if required, compaction, raking and hand seeding, and disposal of excess or unsuitable material in accordance with the alignment, grades, and cross-sections for subgrade shown on the contract drawings, or as directed by the Engineer.

B. Related Work Specified Elsewhere: The provisions and intent of the contract, including the General Conditions and Supplementary Conditions, apply to this work as if specified in this section. Work related to this section is described in Section 02615 -- Crushed Surfacing and Gravel Base.

1.02 Conditions

Site Information: The Contractor shall satisfy himself as to the quality and nature of the material which is required to be moved during this work.

1.03 Referenced Standards

Conform to the applicable portions of the 2000 Standard Specifications for Road, Bridge, and Municipal Construction of the WSDOT/APWA, and the City of Everett Design and Construction Standards and Specifications, latest edition.

**PART 2 - PRODUCTS**

2.01 Fill Material

Material excavated on-site is moisture sensitive and may be used for fill during dry conditions during the drier summer months and are subject to the gradation and compaction requirements set forth in the drawings and elsewhere in these technical specifications. Any excavated on-site materials allowed to become too wet (i.e., beyond optimum moisture content) shall not be used for fill and shall either be dried out prior to use or removed from the site. Material determined unsuitable may not be used as fill.

2.02 Imported Fill

Imported Fill material, if required, shall be Gravel Borrow as defined in Section 9-03.14 of the Standard Specifications, except that gradation shall be as shown below:

U. S. Standard <u>Sieve Size</u>	Percent Passing <u>By Dry Weight</u>
3 inch	100
1-1/4 inch	80-100
No. 4	20-70
No. 40	0-25
No. 200	0-5
Sand Equivalent	50 Min.

2.03 Rake and Hand Seeding

Seed mix shall include seed, fertilizer, and mulch. Specific mix shall be submitted to the Owner for approval prior to application. Components shall meet the requirements of the standard specification and the City of Everett standards for restoration of vegetation (Section 2-

3.2). Seed mix shall be City of Everett Seed Mix #1 (Highway Mix). Fertilizer shall contain no phosphorous. See drawing notes for additional information.

### **PART 3 - EXECUTION**

#### **3.01 General**

Work under this contract includes all necessary excavation, filling, grading, compaction, and disposal of unsuitable material necessary to bring the subgrade to the elevations shown on the plans and typical sections. Silt fence and straw bales previously installed for demolition phase of project is to remain in place for execution of all site grading.

Excavating and grading of natural occurring materials, whether native to the site or imported if required, which is made a part of this contract, shall be removed or placed within the tolerances established or within reasonably close conformity with the alignment, grade and cross-section indicated on the drawings or as established by the Engineer. Tolerance for subgrade elevations shall be +/- 0.05 feet.

#### **3.02 Fill**

Fill shall be made with material from the excavation or imported material and shall be considered a necessary part of, and incidental to, site grading. In general, fill material from excavation shall be free from large or frozen lumps, wood, refuse, excess moisture or other extraneous material and of a quality acceptable to the Engineer.

When the Engineer determines that the excavated material does not meet these general requirements or for any other reason is not suitable for backfilling purposes, the unsuitable and surplus materials shall be disposed of.

The moisture content of the soils to be compacted should be within about 2 percent of optimum so that a readily compactable condition exists. It may be necessary to overexcavate and replace wet soils in cases where drying to a compactable condition is not feasible.

Final compaction of all fill placed within the upper 1 foot of finished subgrade of the path shall be to 95% of the maximum dry density. Fills more than 1 foot below path subgrade shall be compacted to at least 90% of their maximum dry density. Maximum dry density is defined as that determined by the ASTM D-1557 (Modified Proctor.) Fill outside of structural areas (i.e., grass areas) shall be compacted to 80 to 85% of maximum dry density

#### **3.03 Unsuitable Material**

In areas where the Engineer declares the excavated material unsuitable for reuse on the project, the Contractor shall dispose of the unsuitable excavated material.

### 3.04 Imported Material

Use imported material as required to meet design grade elevations and as a replacement for unsuitable subgrade material.

### 3.05 Hydroseed

Raking and hand seeding shall be applied to all graded or disturbed areas not otherwise paved under the requirements of these specifications.

## **PART 4 - MEASUREMENT AND PAYMENT**

### 4.01 Earthwork

Measurement and payment will be included in the lump sum bid price and shall be full compensation for furnishing all labor, tools, materials and equipment for excavating, hauling, disposing of excess material, filling, grading, compacting, proof rolling, and shaping the native subgrade to final elevations.

### 4.02 Unsuitable Material

A. Measurement: This item, if encountered, will be measured in its original position by cross-sectioning. Pay quantities shall be computed to the neat lines of the cross-sections as surveyed.

B. Payment: Payment will be made at the unit price bid per cubic yard for "Excavation and Removal of Unsuitable Material" and shall be full compensation for excavating, loading, hauling and disposing of unsuitable material and placement of suitable fill.

END OF SECTION 02215

## **SECTION 02615**

### **CRUSHED SURFACING AND GRAVEL BASE**

## **PART 1 - GENERAL**

### 1.01 Description

A. Work Included: The work covered under this section consists of furnishing and placing crushed surfacing and gravel base on the prepared subgrade in accordance with the alignment, grade, and cross-sections shown on the contract drawings, or as directed by the Engineer.

B. Related Work Specified Elsewhere: The provisions and intent of the contract, including the General Conditions and Supplementary Conditions, apply to this work as if specified in this section. Work related to this section is described in:

Section 02215 - Site Grading  
Section 02616 - Asphalt Concrete Pavement

1.02 Conditions

Site Information: The Contractor shall satisfy himself as to the quality and nature of the material which is required to be moved during this work.

1.03 Referenced Standards

Conform to the applicable portions of the 2000 Standard Specifications for Road, Bridge, and Municipal Construction of the WSDOT/APWA and the City of Everett Design and Construction Standards and Specifications, latest edition.

**PART 2 - PRODUCTS**

2.01 Crushed Surfacing

Crushed surfacing shall conform to the requirements of Section 9-03.9(3) of the Standard Specifications for Crushed Surfacing Top Course and Section 9-03.9(3) of the Standard Specification for Crushed Surfacing Base Course.

2.02 Gravel Base

Gravel Base shall conform to the requirements of Section 9-03.10 of the Standard Specifications.

**PART 3 - EXECUTION**

3.01 Crushed Surfacing and Gravel Base

Crushed surfacing and gravel base shall be installed and compacted in accordance with Division 4 of the 2000 Standard Specifications.

**PART 4 - MEASUREMENT AND PAYMENT**

4.01 Imported Materials for Crushed Surfacing and Gravel Base

A. Payment: Payment shall be full compensation for furnishing all labor, tools, material, equipment and incidentals necessary to complete the work specified including hauling, placement, grading, compaction and shaping. Payment will be included in the lump sum bid price.

END OF SECTION 02615

**SECTION 02616**  
**ASPHALT CONCRETE PAVEMENT**

**PART 1 - GENERAL**

1.01 Description

A. Work Included: The work includes the requirements for producing, transporting, placing, shaping and compacting of one or more courses of materials in conformance with these specifications and the dimensions and sections indicated on the drawings or within the lines and grades established by the Engineer.

B. Related Work Specified Elsewhere: The provisions and intent of the contract, including the General Conditions and Supplementary Conditions, apply to this work as if specified in this section. Work related to this section is described in:

Section 02615 - Crushed Surfacing and Gravel Base

1.02 Quality Assurance

The Owner may engage a testing and inspection service if required. The Contractor may obtain test results from the Owner at no cost. Tests conducted for the sole benefit of the Contractor, or before a product is approved, shall be at the Contractor's expense.

Unless otherwise referenced or modified, quality control and quality standards for this section shall be as specified in the 2000 Standard Specifications for Road, Bridge, and Municipal Construction of the WSDOT/APWA.

1.03 Referenced Standards

Conform to the applicable portions of the 2000 Standard Specifications for Road, Bridge, and Municipal Construction of the WSDOT/APWA and the City of Everett Design and Construction Standards and Specifications, latest edition.

**PART 2 - PRODUCTS**

2.01 General

Asphalt Concrete Paving shall meet the requirements of the Standard Specifications for Asphalt Concrete Class G and as modified herein.

2.02 Aggregates

A. Aggregates for asphalt concrete shall meet the requirements of Section 9-03.8 of the Standard Specification for Asphalt Concrete Class G.

2.03 Bituminous Materials

Bituminous Materials: Shall meet the requirements of the Standard Specifications.

A. Asphalt cement shall be Viscosity Grade AR-4000W.

B. Joint sealer shall be paving asphalt Viscosity Grade AR-4000W.

2.04 Proportions of Materials

A. The materials of which asphalt concrete is composed shall be of such sizes, gradations, and quantities that, when proportioned and mixed together, they will produce a well graded mixture within the requirements listed in the table which follows.

B. The percentages of aggregate include mineral filler, when used, and refer to the complete dry mix. The percentages of asphalt refer to the complete asphalt concrete mixture.

<b>Class B</b>		<b>Class G</b>	
<u>Passing</u>	<u>Weight Percent</u>	<u>Passing</u>	<u>Weight Percent</u>
3/4" square	100		---
5/8" square	---		---
1/2" square	90-100	1/2" square	100
3/8" square	75-90	3/8" square	97-100
1/4" square	55-75	1/4" square	60-88
U.S. No. 10	30-42	U.S. No. 10	32-53
U.S. No. 40	11-24	U.S. No. 40	11-24
U.S. No. 80	6-15	U.S. No. 80	6-15
U.S. No. 200	3.0-7.0	U.S. No. 200	3.0-7.0
Mineral Filler	0-2	Mineral Filler	0-2
Asphalt Percent of Total Mix	4.0 to 7.5	Asphalt Percent of Total Mix	4.5 to 8.0

Aggregate gradings within the above ranges shall be such that there will be a minimum of 2 percent of the total aggregate retained between any successive pair of sieves finer than the U.S. No. 10. The gradings shall be of such uniformity that the fractions of aggregate passing the 1/4 inch and No. 10 sieves during the day's run will conform to the following limitations:

Maximum variation in percentage of material passing 1/4 inch sieve	10
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Maximum variation in percentage of  
material passing U.S. No. 10 sieve 8

2.05 Soil Residual Herbicide

No Soil Residual Herbicide shall be used.

**PART 3 - EXECUTION**

3.01 Joint Sealer

Joint sealer shall be applied to the edges of new paving joints, drains, etc., and as directed by the Engineer

3.02 Asphalt Concrete

Asphalt concrete shall be mixed, handled, batched, hauled, placed, rolled and compacted in accordance with the applicable portions of Section 5-04.3 of the Standard Specifications. The material shall be placed to the dimensions and grades as indicated on the drawings or as directed by the Engineer.

**PART 4 - MEASUREMENT AND PAYMENT**

4.01 Payment for furnishing all tools, equipment, labor, material, and incidentals necessary to accomplish the work as specified will be included in the lump sum bid price.

END OF SECTION 02616

**PREVAILING WAGE REQUIREMENTS**

The contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in Snohomish County.

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a "Statement of Intent to Pay Prevailing Wages" (LI 700-29) that has been approved by the industrial statistician of the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7) that has been certified by the industrial statistician of the Department of Labor and Industries.

The contractor shall post the prevailing rate of wage statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The “Statement of Intent to Pay Prevailing Wages” shall include:

- (a) The contractor’s registration certificate number; and
- (b) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Statements of intent to pay prevailing wages and affidavits of wages paid shall be on forms approved by the Department of Labor and Industries.

### **WOMEN’S AND MINORITY BUSINESS ENTERPRISE (WMBE) REQUIREMENTS**

The Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of good or services from qualified minority businesses. Contractor shall furnish evidence of his 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.

### **CONTRACT BOND OR PERFORMANCE BOND**

The successful bidder will be required to make, execute, and deliver a good and sufficient bond equal to the amount of the full contract price with a surety company as surety, conditioned that the successful bidder shall faithfully perform all the provisions of this contract and pay all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work. This bond shall be filed with the City Clerk. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington. The Performance Bond shall be on the form provided by the City of Everett.

If the total cost of this project, including Washington State sales tax, is \$20,000 or less, the contractor may, in lieu of the bond, elect to have the city retain fifty percent of the contract amount for a period of forty-five days after date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

### **PAYMENT**

Progress payments are allowed. Final payment will be made in one lump sum forty five days after the Project Manager has accepted the contract as complete or upon receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

When Contractor has elected Contractor’s Declaration of Option in lieu of a Performance Bond, progress payments less 50% are allowed.

## **INSURANCE**

Contractor shall procure and keep in force during the term of this contract Commercial General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the City with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor's liability policy(ies), naming the City of Everett, its officers, employees and agents as Additional Insureds.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by himself, his employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that he has familiarized himself with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made his bid accordingly and that he is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

## **QUALIFICATIONS OF BIDDERS**

This Invitation to Bid is being issued in accordance with RCW 35.22.620 which permits the use of a Small Works Roster to solicit bids. Only qualified contractors who have filled out an application to be on the roster and have been accepted may submit bids. You must respond to this Invitation to Bid to remain active on the City of Everett's Small Works Roster. Contractors who do not respond will be removed from the appropriate category of the Small Works Roster and will not receive future invitations to bid in this category unless they re-apply. A response in writing of "No Bid" is sufficient response to be retained on the Small Works Roster provided that it is submitted by the deadline and in the same manner as bids are to be submitted.

NANCY WOODS, C.P.M.  
Purchasing Manager



**CITY OF EVERETT  
STANDARD TERMS AND CONDITIONS**

**INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT**

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF EVERETT AND THE LAWS OF THE CITY OF EVERETT PURCHASING DIVISION AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Manager or appropriate Buyer.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Manager or appropriate Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.  
The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Purchasing Manager or appropriate Buyer.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.

**STANDARD TERMS AND CONDITIONS, cont.**

14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.  
It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **LABOR AND INDUSTRIES** Contractor is required to procure Labor and Industries permits LI 700-7 and LI 700-29 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the City Clerk and Department of Labor and Industries.
19. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
20. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Snohomish County.
21. **BRANDS** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
22. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**
23. The **CONTRACTOR**, in consideration of the sums to be paid to him by the CITY, hereby agrees to furnish all labor, tools, materials, equipment and supplies required and shall, in a workmanlike manner, perform the work as more fully set forth in the Scope of Work.
24. The **CONTRACTOR** agrees that he shall actively solicit the employment of disadvantaged group members. **CONTRACTOR** further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified disadvantaged businesses. **CONTRACTOR** shall furnish evidence of his compliance with these requirements of disadvantaged employment and solicitation. **CONTRACTOR** further agrees to consider the grant of subcontractors to said disadvantaged bidders on the basis of substantially equal proposals in the light most favorable to said disadvantaged businesses. The **CONTRACTOR** shall be required to submit evidence of compliance with this section. As used in this section, the term "disadvantaged business" means a business at least fifty-one percent of which is owned by disadvantaged group members. Disadvantaged group members include, but are not limited to, African Americans, Women, Native Americans, and Asian Americans.

**CONTRACTOR'S DECLARATION OF OPTION  
IN LIEU OF PERFORMANCE BOND**

In lieu of providing a Performance Bond, I hereby elect to have the City of Everett retain 50% of my payment for this project for a period of 45 days after acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

NAME (PLEASE PRINT) \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_



**PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
of \_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are jointly and severally held and bound unto the City of Everett in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for payment of which  
we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and  
assigns, firmly by these presents, the condition of this bond such that;

WHEREAS \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, the Principal herein made and entered  
into a certain contract with the City of Everett, by the terms, conditions and provisions of which contract the said  
Principal agrees to furnish all material and do certain work to wit: \_\_\_\_\_  
\_\_\_\_\_.

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is  
now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here  
set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms,  
conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all  
matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed  
therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to  
39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all  
persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on  
of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force  
and effect.

WITNESS our hand the \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Address of local office and agent of Surety Company

Approved as to form \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
CITY ATTORNEY

APPROVED



\_\_\_\_\_  
PURCHASING MANAGER

\_\_\_\_\_  
CITY CLERK

To: Mary Lamb, Accounting

Project: **THORNTON A. SULLIVAN PARK BOATHOUSE PATH PROJECT**  
**11405 Silver Lake Road, Everett WA 98208**

Contractor: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_



### CERTIFICATE OF COMPLETION

The above mentioned project was constructed per the plans and specifications and to the satisfaction of the Project Manager.

The Contractor physically completed the project within the time allowed in the contract.

It is recommended that the City accept this contract as complete.

In accordance with 60.28 RCW, this action will start the forty-five (45) day period for the return of the Contractor's retainage. No final payment will be made on this contract until 45 days after the Project Manager has accepted this contract as complete or until all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Recommended by:

\_\_\_\_\_  
Henry Schroder, Project Manager

\_\_\_\_\_  
Date

Should this contractor be considered for future small works contracts?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
Recommended by:	
_____ Henry Schroder, Project Manager	_____ Date



CITY OF EVERETT, WASHINGTON  
CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington, hereinafter called the "City", and \_\_\_\_\_, hereinafter called the "Contractor", witnesses:

That the Contractor, in consideration of the sums to be paid to him by said City hereby agrees to furnish all labor, tools, materials, equipment, and supplies required for and shall in a workmanlike manner perform the following work as more fully set forth in the Specifications and Plans entitled:

**THORNTON A. SULLIVAN PARK BOATHOUSE PATH PROJECT**  
**11405 Silver Lake Road, Everett WA 98208**

That the following documents are hereby made a part of this contract and are mutually cooperative therewith:

- A. Invitation to Bid
- B. Information for Bidders
- C. General and Special Conditions
- D. Technical Specifications and Contract Drawings
- E. Change Orders (if any)
- F. Addenda (if any)
- G. Bid Proposal submitted by the Contractor as to those items and/or alternatives accepted by the City (Confirmed copy dated \_\_\_\_\_.)
- H. Bond
- I. All provisions required by law whether here inserted or not
- J. Project Plans and Drawings
- K. Supplemental Drawings
- L. Permits

It is agreed that the work covered by this contract shall be completed in all respects within 30 calendar days from the date of Notice to Proceed. It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the work completed in all respects and ready for use prior to the completion date stated. It is hereby agreed that damages for Contractor delay shall be deducted from payment due the Contractor or deducted from any sums retained for benefit of employees, subcontractors, or suppliers (provided the City's claim shall be subject to claims filed against the retained percent.)

It is further agreed that the amount of this contract is \$ \_\_\_\_\_ and is based on the proposal submitted by the Contractor dated \_\_\_\_\_. Final payment to the Contractor shall be a sum of money computed from the actual completed work performed for lump sum bid items and the actual measured quantities in the completed construction and the unit prices listed in the Bid Schedule of the Contractor's proposal, less a deduction of five percent (5%) which shall be withheld until forty-five (45) days after final acceptance of the work and satisfaction of test requirements and fulfillment of the contract. Said amount withheld may be held in trust by Contractor's bank in accordance with

Chapter 60.28 RCW, provided that the Contractor agrees that at any time the City may require the depository bank to pay the City any amount due the City under revised payment estimates.

The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor agrees to furnish insurance of the types and the amounts set forth in the Contract Documents.

The Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of good or services from qualified minority businesses. Contractor shall furnish evidence of his 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 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, and Orientals.

For purposes of applying RCW 4.24.115 to this contract, Contractor and City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third-party claims for damages preliminary thereto. The Contractor agrees to indemnify and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Contractor's express or implied obligations under this contract. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation 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 workmen's compensation acts, disability benefit acts, or other employee's benefit acts. Contractor's and City's initials hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill this indemnity:

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Contractor

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City

City and Contractor agree that all third-party claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City, may be tendered by City to the Contractor who shall, if so tendered by the City, accept and undertake to defend or settle with the claimant. City retains the right to approve claims investigation and counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from or includes negligence of both the Contractor and the City, the Contractor shall be responsible for all damages payable by the Contractor to the third-party claimant under the court findings, and, in addition thereto, the Contractor shall thereunder indemnify the City for all damages paid or payable by the City under the court findings in an amount not the exceed the percentage of total fault attributed to the Contractor. For example, where the Contractor is 25 percent negligent, the Contractor shall not be required to indemnify the City for any amount in excess of 25 percent of the claimant's total damages.

Contractor shall secure minimum Public Liability and Property Damage insurance coverage in the minimum amount of \$500,000 for death or injury to any one person and \$1,000,000 for death or injury to two or more persons in any one occurrence, and \$1,000,000 for property damage in any one occurrence with any aggregate property damage coverage of \$1,000,000 for two or more occurrences from an insurance company authorized to do business in the State of Washington. Said insurance coverage may be superseded by addenda or other provisions of the contract. City shall be an additional named insured on said insurance in a form acceptable to the City Attorney.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by himself/herself, his/her employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor’s risk and that he has familiarized himself with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made his bid accordingly and that he is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

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, at 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 provided that the total amounts withheld for such purpose shall not exceed three percent (3%) of the contract price. The term “claim” shall not include any claim against the retained percentage by persons furnishing supplies or performing labor for the Contractor. The amount may be withheld by the City 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed.

CITY OF EVERETT, WASHINGTON

CONTRACTOR

\_\_\_\_\_  
Nancy Woods, Purchasing Manager

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sharon Marks, City Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Soine, City Attorney

**City of Everett  
Small Work Roster Invitation to Bid  
THORNTON A. SULLIVAN PARK  
BOATHOUSE PATH PROJECT**

**Washington State Prevailing Wage Rates  
for Public Works Contracts  
Snohomish County**

NANCY WOODS, C.P.M.  
Purchasing Manager