



**2019 Reservoir Cleaning and Inspection
Project**

**City of Snohomish
Public Works Department
116 Union Avenue
Snohomish, WA 98290**

**Tim Jackson
Public Works Operations Manager
Phone: 360-282-3170
E-mail: jackson@SnohomishWA.gov**

**CITY OF SNOHOMISH
2019 RESERVOIR CLEANING PROJECT
NOTICE OF CALL FOR BIDS**

NOTICE IS HEREBY GIVEN, that sealed bids shall be received and recorded by the City Clerk at City Hall, 116 Union Avenue, Snohomish, WA 98290, until 10:00 AM, Pacific Coast Time, Thursday, December 5, 2019, and then publicly opened and read aloud.

The City of Snohomish is seeking a contractor to furnish all labor, materials and equipment necessary to provide cleaning and inspection of the City's reservoir. The work to be performed under this contract provides for interior inspection and interior cleaning including sediment and debris removal, and other work necessary to complete the project as shown on the project plans and specified in these technical provisions for the City of Snohomish, Snohomish County, Washington.

Project Title: **CITY OF SNOHOMISH 2019 RESERVOIR CLEANING PROJECT**

Engineer's Estimate Range: \$5,000 - \$10,000

Plans, specifications, addenda, and a plan holders list for this project are available on-line through Builders Exchange of Washington, Inc. at <http://bxwa.com>; 2607 Wetmore Avenue, Everett, WA 98201-2929, (425) 258-1303, Fax (425) 259-3832. To access the project, click on "Posted Projects", "Public Works", "City of Snohomish", and "Projects Bidding". Note bidders are encouraged to "Register as a Bidder", in order to receive automatic email notifications of future addenda and to be placed on the "Bidders List". Contact Builders Exchange of Washington at (425) 258-1303 should you require further assistance. Informational copies of any available maps, plans and specifications are on file for inspection at the Snohomish Public Works Department, (360) 282-3170 and posted on the City of Snohomish's website: <http://snohomishwa.gov>.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the grand total amount of such bid proposal. NO BID SHALL BE CONSIDERED UNLESS ACCOMPANIED BY SUCH BID PROPOSAL DEPOSIT. If the successful bidder does not enter into a contract and file a performance and payment bond and the required insurance certificates, with the City of Snohomish within ten (10) working days after Notice of Award of Bid, the amount of the bid deposit shall be forfeited to the City of Snohomish. Unsuccessful bidders' deposits will be returned upon City's execution of contract documents or rejection of all bids.

A one hundred percent (100%) Contractor's Performance and Payment Bond is required. The bond must be delivered to the Snohomish City Clerk within ten (10) working days after notification of the award to the successful bidder. The Bond must be approved by City officials before the contract award is final.

A Contract is required and must be executed and returned to the City of Snohomish within ten (10) working days after notification of award. Approval of the contract by City officials is required before the contract award is final.

A certificate of liability insurance reflecting the required public works contract insurance limits for this project must be furnished to the City of Snohomish within ten (10) working days after Notice of Award of Bid. This insurance certificate shall also specifically name the City of Snohomish as an additional insured. The successful bidder may not commence work under this contract until all required insurance coverage has been approved by the City.

The City of Snohomish reserves the right to reject any or all bids, and to waive irregularities or informalities in the bid or in the opening. The City of Snohomish reserves the right to delete portions of the work.

“The City of Snohomish in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.”

No bidder may withdraw his bid after the hour set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding sixty (60) calendar days.

The bidder further agrees to begin work within ten (10) working days after Notice to Proceed has been issued by the City of Snohomish. The Contractor has **Ninety (90) working days** to complete the construction of the project. Payment of liquidated damages will be made by the Contractor to the City in the amount specified in the Contract if the construction work is not physically completed within the allotted working days, in accordance with Section 1-08.9 of the Standard Specifications.

Bid package and technical related questions can be directed to Tim Jackson, Operations Manager, at (360) 282-3170.

Dated this 14th day of November, 2019

City of Snohomish, Washington

BY:

Pat Adams, City Clerk

CITY OF SNOHOMISH - BID PROPOSAL

TO: City of Snohomish
Attn: Tim Jackson
116 Union Avenue
Snohomish, WA 98290

The bidder declares that he or she has carefully examined the contract documents for the project; that he or she has personally visited the sites; that he or she has satisfied himself or herself as to the quantities of work involved, including materials and the equipment and conditions of work involved, surveying necessary for the project, and including the fact that the description of the quantities of work and materials as included herein, is brief and intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the contract documents, which are hereby made a part of this proposal. The City of Snohomish reserves the right to delete portions of the work.

The bidder declares that he or she has exercised his or her own judgment regarding the interpretations of the specifications contained within the construction documents and has utilized all data that he or she believes pertinent in arriving at his or her conclusions.

The bidder agrees to hold his or her bid proposal open for sixty (60) days after the receipt of bids by the City.

The bidder agrees that if this proposal is accepted, he or she will, within seven (7) working days after notification of acceptance, execute a contract in the form included in the construction documents with the City of Snohomish. and will, prior to the time of execution of the contract, deliver to the City of Snohomish a Certificate of Insurance as required therein, and will, furnish all labor, machinery, tools, apparatus, and other means of construction, and do the work in the manner, in the time, and according to the methods specified in the contract documents.

The bidder further agrees, if awarded the contract, to begin work within seven (7) working days after the date of **Notice To Proceed** and to complete the inspection and cleaning work within **ninety (90) working days** as described in Section 1-08.5 of the WSDOT 2018 Standard Specifications.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents. Bidder agrees that the unit prices represent a true measure of the labor and material required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

**BID PROPOSAL
2019 RESERVOIR CLEANING & INSPECTION PROJECT**

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

BID ITEMS

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1	MOBILIZATION AND DEMOBILIZATION	1	LS		
2	CLEANING AND INSPECTION - SOUTH ZONE RESERVOIR UP TO 2-INCHES OF SEDIMENT REMOVAL	1	LS		
3	MINOR CHANGES	1	F.A	\$1,000.00	\$1,000.00
				Subtotal	
				9.2% WSST	
				Total	

RECEIPT OF ADDENDA

Receipt of the following Addenda to the Contract Documents is hereby acknowledged

Addendum #	Date of Receipt	Signed Acknowledgement

Note: Failure to acknowledge receipt of the Addenda may be considered an irregularity in the proposal.

BID PROPOSAL SIGNATURE SHEET

The undersigned bids for complete construction of the following project: **2019 Reservoir Cleaning & Inspection Project** as described in the contract documents. The bidder proposes to accept as full payment for the work proposed herein; the amount computed under the provisions of the contract documents.

NOTE: The City reserves the right to accept or reject any and all bids as determined by the City.

TOTAL:

Total Bid Including 9.2% WSST	\$
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WASHINGTON STATE SALES TAX. The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay sales tax. The provisions of Section 1-07.2(2) apply.

NON COLLUSION DECLARATION

The undersigned, being duly sworn, deposes and says that the Bid submitted herewith is a genuine and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described on the first page of this Proposal Form.

PREVAILING WAGES

The prevailing rate of wages shall be paid to all workers, laborer, or mechanics per Chapter 39.12 RCW. (See 2018 WSDOT/APWA Standard Specifications).

Contractor (Firm Name)

Signature

Address

Name & Title (printed)

Phone & Fax Number

Date of Signing

Bids may either be submitted via electronic submittal or in person. Listed below are the instructions for bid proposal submittals:

1. Written Bid Proposals

Formal written bid proposals shall be submitted in a sealed envelope marked "BID ENCLOSED" for In-Service Cleaning and Inspection of Potable Water Storage Reservoirs Utilizing Commercial Divers delivered to City Hall located at 116 Union Avenue, Snohomish, WA 98290, **no later than 10:00 AM, Thursday, December 5, 2019.**

STATEMENT OF WORK

1. Project

The City of Snohomish is seeking a contractor to furnish all labor, materials, tools and equipment necessary to complete in-service cleaning and inspection of one (1) potable water storage reservoir. The contractor shall furnish all labor, materials, tools, equipment, insurance, training and certifications to complete the proposed work.

The project includes the cleaning of accumulated bottom sediment, removal of all debris, exterior visual inspection, and interior visual and video inspection of one (1) in-ground 5 MG concrete potable water storage reservoir utilizing certified commercial divers trained in potable water operations.

The potable water storage reservoir is described in Exhibit 1 contained herein. General information about the potable water storage reservoirs is provided for informational purposes only for the convenience of the Contractor. The Owner does not warrant the accuracy of this data or guarantee that it truly and fully represents site or field conditions. It is the responsibility of the Contractor to examine the actual work conditions and determine the extent of work at each site.

The operations shall be performed while the reservoirs are in service without causing disruption to the treatment or distribution system.

The inspection and inspection reports will be performed in accordance with AWWA M42 Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage; American Concrete Institute (ACI) 201.1R-95 Guide for Making a Condition Survey of Concrete in Service; and Ten State Standards Recommended Standards for Water Works most recent edition.

All bidders must follow the AWWA Manual M42 Appendix C Inspecting and Repairing Steel Water Tanks and Elevated Tanks for Water Storage (formerly AWWA Standard D101).

The City of Snohomish reserves the right to reject any or all proposals, and to waive irregularities or informalities in the proposals. The City of Snohomish reserves the right to delete portions of the work.

2. Scope of Work

A. Cleaning

The contractor shall provide all, labor, materials, tools, equipment, and supplies necessary to thoroughly remove all accumulated bottom sediment and debris from all potable water storage reservoirs.

- 1) All accumulated bottom sediment and debris shall be removed in a manner that does not compromise the tank integrity and/or coating/lining system. The work shall not cause disruption to the use or quality of the water.
- 2) Removed water shall be de-chlorinated as directed by the Owner. Disposal of removed water, sediment and debris will be the responsibility of the Contractor.
- 3) The reservoirs shall remain in operation while cleaning is in progress.

- 4) Owner will provide one (1) staff member to be on site during all work. The staff member will escort the Contractor to and from the work sites, operate valves, and identify appropriate locations to dispose of removed de-chlorinated water and sediment.
- 5) All divers, dive gear, and equipment entering the potable water storage tanks shall be fully disinfected with a minimum 200 ppm chlorine solution in accordance with AWWA Standard C652-02.
- 6) The total price entered on the Bid Proposal Form shall be based on the removal of a maximum sediment depth of two inches (2”), averaged over the entire floor area. Should the bottom sediment exceed the two inch (2”) in the reservoir, the City will be notified and a signed authorization from the City, or the City’s Designated Representative, will be obtained prior to the City incurring any additional cost.

B. Inspection

At a minimum the inspection shall address structural, sanitary, safety, security and installed coatings/lining of the potable water storage reservoirs.

The inspection and reporting shall be focused on documenting findings related to the following criteria:

- 1) Inspections shall document any OSHA, AWWA, and NFPA-22 health or safety compliance discrepancies related to the reservoirs, (e.g. potential contamination sources, ladders, balconies and hatches, etc.).
- 2) Interior coatings are to be inspected for conditions including peeling, blistering or other indications of loss of coating integrity. Any areas of pitting or rust, as well as any associated undercutting or migration, should be documented in the final reporting. Findings are to be graded in accordance with the applicable standards from the following agencies:
 - i. Coatings – Society for Protective Coatings – ANSI/SSPC-Vis 2-82/ASTM-D6 10-85
 - ii. Corrosion – National Association of Corrosion Engineers – ASM/NACE RPO 178-91, A, B, C
 - iii. Welds – American Welding Society –ANSI/AWS B1.11-88
 - iv. Concrete – American Concrete Institute – ACI 201.1R-92
- 3) Representative pit and blister survey. Interior pitting depth measurements, to 10 mils accuracy, shall be reported by location and character.
- 4) Non-destructive coating mil thickness test – DFT (dry film thickness) of installed coating system. DFT sampling shall be performed on various surfaces of the reservoirs listed. Representative readings (location and findings), from accessible areas of the interior and exterior coating are to be provided in the final reports.

3. Reporting

A. Reporting for each facility shall include the following:

- 1) Interior digital video documentation of designated facilities, both above and below the waterline. Narrated color DVD shall review at a minimum the conditions of internal walls, floors, roofs, hatches, welds, overflow structures, sediment and any identified discrepancies.
- 2) Estimates of corrosion both above and below the waterline based on NACE and SSPC guidelines.
- 3) Grading of weld seams based on AWS criteria.
- 4) A description of concrete condition denoting any problem areas such as cracking, spalling or deterioration.
- 5) A description of the liner and floating cover condition denoting any problem areas such as tears, pinholes or damage.
- 6) Description of hatch condition, vent and screen condition, ladder condition, and overflow structure and flap condition.
- 7) Recommendations for repairs shall be provided.

B. Reporting for each facility shall include interior video inspection with real-time closed circuit high-resolution color underwater video equipment. All pertinent findings shall be documented on DVD format (including dive maintenance technician's findings and narrative summary), as well in a comprehensive listing of all discrepancies found (interior and exterior), with corresponding photos and recommendations. The report shall be bound and delivered to the City no later than April 30, 2020.

4. Standards

The commercial diving contractor's personnel shall be trained, certified, and adhere to all applicable commercial diving standards, including but not limited to, those standards developed and published by the following agencies:

- American National Standards Institute (ANSI)
- Association of Diving Contractors (ADCI)
- National Institute for Occupational Health and Safety (NIOSH)
- Occupational Safety and Health Administration (OSHA)
- Ten State Standards

All work performed under this contract shall conform to all applicable standards for the cleaning, inspection, repair, and reporting of steel and concrete potable water storage reservoirs, including but not limited to, those standards developed and published by the following agencies:

- American Concrete Institute (ACI)
- American National Standards Institute (ANSI)
- American Society for Metals (ASM)

- American Society for Nondestructive Testing (ASNT)
- American Society for Testing and Materials (ASTM)
- American Water Works Association (AWWA)
- American Welding Society (AWS)
- National Association of Corrosion Engineering (NACE)
- National Sanitary Foundation (NSF)
- State of Washington Department of Health (WADOH)
- Steel Structures Painting Council (SSPC)
- Ten State Standards

5. Schedule

- A. Proposals are due no later than 10:00 a.m. on Thursday, December 5, 2019. Proposals may be submitted in person or by mail at City of Snohomish, Attn. Tim Jackson, 116 Union Avenue, Snohomish, WA 98290.
- B. Bidders agree to begin work within ten (10) working days after the Notice to Proceed has been issued by the city of Snohomish.
- C. Work to be completed no later than April 30, 2020.
- D. Invoicing and inspection reports shall be submitted no later than May 31, 2020.

6. Contract

- A. The Contractor shall sign and execute a City of Snohomish Limited Public Works Contract document. A sample of the contract document is attached hereto as Exhibit 2. The Contractor should become familiar with the terms and conditions of the contract document and affirm Contractor can meet all terms and conditions of the contract document prior to submitting a proposal. Exhibit 2 describes requirements pertaining to indemnification, insurance, licensing, prevailing wages, payment, and other important contract provisions.

B. Prevailing Wages

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to Final Payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the project as required and in accordance with applicable law and/or regulations.

7. Proposals

All BIDS must be made on the required PROPOSAL FORM. All blank spaces for BID prices must be filled in, in ink or typewritten, and the PROPOSAL FORM must be fully completed and executed when submitted. Only one copy of the PROPOSAL FORM is required.

Exhibit 1

Reservoir Description and Data

South Zone Reservoir	
Capacity:	5 MG
Dimensions:	Length: 282 ft Width: 202 ft
Floor Area	Approx. 30,000 sqft
Style:	In-Ground
Type:	Concrete
Date Last Inspected/Cleaned:	2014
Inside Ladder:	N/A
Outside Ladder:	Floating cover with floating steps to hatch
Hatch Size - 20" or larger?	Yes
Cathodic Protection	N/A
More than 1 column	N/A
Type of Lining	Hypalon Liner
Sediment type (if known)	Silt - if any
Treated and Filtered	Treated and Filtered
Site is Vehicle Accessible	Yes

EXHIBIT 2

CONTRACT



CITY OF SNOHOMISH

116 UNION AVENUE · SNOHOMISH, WASHINGTON 98290 · (360) 568-3115 · WWW.SNOHOMISHWA.GOV

LIMITED PUBLIC WORKS CONTRACT (Under \$35,000)

THIS LIMITED PUBLIC WORKS CONTRACT (“Contract”) is made and entered into by and between the City of _____, Washington, a Washington State municipal corporation (“City”), and _____, a Washington _____ (“Contractor”) **[LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State]** .

WHEREAS, [*Provide a general of description the work needed or required*]; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the **2019 Cleaning & Inspection Project** (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than Insert Completion Date.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. Plans and Contract Drawings.
- B. Scope of Work.
- C. Proposal/Bid Submittal (attached).
- D. 2018 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- E. WSDOT Amendments to the Standard Specifications (referenced but not attached)
- F. 2018 APWA Supplement General Special Provisions (referenced but not attached).
- G. City of Snohomish Engineering Standards (referenced but not attached)
- H. Addenda (**if any**)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

- A. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:
- B. Contract has been signed and fully executed by the parties.
- C. The Contractor has provided the City with the certificates of insurance required under Section 22.
- D. The Contractor has obtained a City of Snohomish Business License.
- E. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

- A. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum **not to exceed \$35,000 (Thirty Five Thousand Dollars)** in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.
- B. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. Final Payment. As a Limited Public Works project under \$35,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.
2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid
3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

H. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to

the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Snohomish Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places,

setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's 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 he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office

(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

5. Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other

perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City

24. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the [Insert Project Manager Name], and shall be administered for the Contractor by the Contractor's Contract Representative, [Insert Name of Contractor Representative]. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

Project Manager Name
City of _____

To Contractor:

Name and Title of Binding Officer
Contractor Business Name

Telephone Number:

Street Address
City, State ZIP
Telephone Number

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date shown below.

DATED this ____ day of _____, 20_____

City of Snohomish

{Insert Contractor Name Here}

By _____
John T. Kartak, Mayor

By _____
{Insert name and title here}

Approved as to form:

Attest:

Grant K. Weed, City Attorney

Pat Adams, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS: