Request for Bids

On-Call Civil Construction Services - 2016
Project No. MT-GN-2016-13

CIP No. Various

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October 25, 2016

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PART 1

BID REQUIREMENTS & CONTRACT DOCUMENTS
REQUEST FOR BIDS

PROJECT NAME: On-Call Civil Construction Services - 2016
PROJECT NO.: MT-GN-2016-13
ESTIMATED COST: Not-to-Exceed $300,000 (includes WSST)
BIDS DUE: November 8, 2016 – 2:00 PM
PRE-BID MEETING: No pre-bid meeting has been scheduled

Public notice is hereby given that the Port of Everett has issued a Request for Bids for the above-named project, with sealed bids due no later than the date and time given above.

The Work to be performed under this contract includes providing labor, materials, and equipment necessary for grading, earthwork, excavation, underground utility work, paving, curbing, seal coating, striping, pavement repairs, and other related miscellaneous work as requested by authorized Port of Everett project managers. It is the Port’s intent to establish an “on-call” contract for these services for a one (1) year period, with an option for two (2), one (1) year extensions, or when the total cost of work (including Washington State sales tax) performed under this contract reaches, but does not exceed $300,000, whichever occurs first.

Bids are being solicited from qualified Roadway Construction, Repair & Maintenance contractors registered on the Port of Everett’s Small Works Roster. Only contractors registered on the roster under these categories are eligible to bid this project.

Plans, specifications, addenda, and plan holders list for this project are available on-line through SolicitBid at www.solicitbid.com. Contact SolicitBid at support@solicitbid.com if unable to access documents on-line. Note: Contractors will have to register with SolicitBid (free) and then select the posted project.
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PART 1. PROJECT OVERVIEW

1.01 DESCRIPTION OF WORK
The Work to be performed under this contract includes providing labor, materials and equipment necessary for grading, earthwork, excavation, underground utility work, paving, curbing, seal coating, striping, pavement repairs, and other related miscellaneous work as requested by authorized Port of Everett project managers. It is the Port’s intent to establish an “on-call” contract for these services for a one (1) year period, with an option for two (2), one (1) year extensions, or when the total cost of work (including Washington State sales tax) performed under this contract reaches, but does not exceed, $300,000, whichever occurs first.

1.02 WORK START & COMPLETION DATES
The Work is on an on-call basis with the start and completion dates to be determined by the Port project manager at the time Work is requested. Contractor agrees to mobilize and be available to perform Work within three (3) business days of each request.

1.03 SIGNIFICANT DATES AND TIMES
Request for Bids Advertised October 25, 2016
Pre-Bid Meeting No pre-bid meeting has been scheduled
Bid Due Date & Time November 8, 2016 – 2:00 PM

1.04 PORT OF EVERETT CONTACT INFORMATION
Contracts Administrator Maija Lampinen, 425.388.0606, maijal@portofeverett.com

PART 2. BIDDING REQUIREMENTS

2.01 EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS
A. The Bidder shall examine the Contract Documents and any other data made available to the Bidder relating to the Work, and shall comply with all instructions and provisions. The Bidder shall promptly notify the Port of ambiguities, inconsistencies, or errors, if any, which it may discover upon examination of the Contract Documents and any other data made available to the Bidder relating to the Work. The submission of a Bid shall constitute an acknowledgement upon which the Port may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents and has reviewed all applicable federal, state and local statutes, regulations, ordinances and environmental documents relating to the work and all permits which have been applied for and/or issued pertaining to the Work. The failure or neglect of a Bidder to examine any of the Contract Documents, statutes, regulations, ordinances, environmental documents or permits shall not relieve the Bidder from any obligations with respect to the Contract Documents or the Work.
B. The Bidder shall verify that all documents provided by the Port, and upon which the Bidder is basing its Bid, are full and complete with no missing pages, sheets or unintentional blank spaces. It is the responsibility of the Bidder to ensure that it has downloaded all Contract Documents and addenda from the SolicitBid website. No claim for additional work due to missing Bid information will be considered.

2.02 INSPECTION OF WORK SITE
A. Bidder shall inspect and compare the work site and Contract Documents to evaluate the location of the Work, the actual physical conditions of the site, and surface and subsurface conditions ordinarily encountered and generally recognized as inherent in the Work. Bidder shall obtain written permission from the Port prior to entering the work site or conducting physical testing of the work site, except for attendance during a scheduled pre-Bid examination.
B. If the Bidder finds facts or conditions which appear to conflict with the Contract Documents or with any other data made available to the Bidder relating to the Work, the Bidder shall promptly notify the Port Engineer in writing.

2.03 CLARIFICATION OF CONTRACT DOCUMENTS
A. Requests for interpretation or reports of ambiguities shall be made in writing by posting on the RFI Board on SolicitBid, at least seven calendar days before the Bid submittal deadline. Clarifications may be answered using the RFI feature on SolicitBid. Interpretations or supplemental instructions which change the scope of work and or schedule described in the contract documents, will be issued only in the form of written addenda. All addenda shall become part of the Contract Documents and any subsequently awarded Contract.
B. Bidders are responsible for obtaining copies of addenda by checking the SolicitBid website (www.solicitbid.com) prior to submitting a Bid.
C. Each Bidder shall acknowledge the receipt of all addenda issued on its Bid submittal in the areas provided. Failure to acknowledge receipt of addenda may be reason for disqualification of a Bid submission.
D. Bidders shall not rely upon any oral statements or conversations, whether at the pre-Bid conference or otherwise, that they may have with Port employees, agents or representatives regarding the Contract Documents. No oral clarification or interpretations will be made to any Bidder as to the meaning of the Contract Documents. Oral and other interpretations or clarifications will be without legal effect.

2.04 PRE-BID CONFERENCE
A. Prospective Bidders and primary subcontractors are strongly encouraged to attend the pre-Bid conference and site visit if announced in the advertisement for Bid. Attendees should review the information and safety precautions set forth in the Contract Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and
hold the Port harmless from any and all claims of personal injury arising from their participation in the site visits.

2.05 **SUBSTITUTION REQUESTS**

A. Products, equipment, materials or methods described in the Contract Documents are to establish a standard of quality, function, appearance and dimension. A proposed substitution shall have equal attributes in all respects.

B. During the Bidding period written requests by prime Bidders for substitutions may be considered if received by the Port at least seven days prior to the Bid submittal deadline. The Port may, in its sole discretion, defer the consideration of a proposed substitution until after Contract award.

C. Each substitution request shall describe the proposed substitution in its entirety including the name of the material or equipment, drawings, catalog cuts, performance or test data and all other information required for an evaluation. The submittal shall also include a statement noting all changes required in adjoining, dependent or other interrelated work necessitated by the incorporation of the proposed substitution. The Bidder shall bear the burden of proof to show that the proposed substitution meets or exceeds the required function and is equal or superior to the specification.

D. The Port may require that samples be submitted or demonstration made prior to approval. The Port’s decision of approval or disapproval of a proposed substitution shall be final.

**PART 3. PREPARATION AND SUBMITTAL OF BIDS**

3.01 **FORM OF BID**

A. Bids shall be submitted on the forms provided by the Port.

B. All blanks on the Bid forms shall be filled in by ink or typed.

C. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.

D. The Bidder shall make no deletions, additional conditions or stipulations on the Bid form or qualify its Bid in any manner.

3.02 **BID PRICE**

A. All prices on the Bid form shall be in U.S. dollars.

B. For lump sum Bids, the Total Bid for that Work shall be submitted.

C. For unit price Bids, a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the Total Bid.

D. The price on the Bid form for that element of Work shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all required materials, equipment, tools, transportation of Port furnished materials, plant and other facilities and all management, superintendence, labor and services,
and field design, except as may be otherwise provided in the Contract Documents.

E. Estimated quantities, if any, set forth on the Bid form are estimates only, being given only as a basis for the comparison of Bids, and the Port does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. The Port reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as the Port may deem necessary or appropriate. The basis of payment for unit price Bid items for which estimated quantities were set forth on the Bid form shall be the actual number of unit items provided or performed under this Contract.

F. Prices shall be expressed in figures only.

3.03 TAXES
A. The Work to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050. The Contractor will pay retail sales tax on all consumables used during the performance of the work and on all items which are not incorporated into the final work. The line item prices on the Bid form shall not include state or local retail sales taxes. Sales tax shall be shown as a separate item on the Bid form

B. The Port will pay state and local retail sales tax on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government.

C. No increase will be made in the amount to be paid by the Port under this Contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of, any taxes for which the Contractor is liable or responsible by law or under this Contract.

3.04 BIDDER’S NAME AND SIGNATURE
A. The Bid form shall include the legal name and contractor registration number of the Bidder and shall indicate whether Bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The Bid form shall be signed by a person legally authorized to bind the Bidder to a contract and shall indicate the Bidder’s address. A Bid form signed by an agent shall have a current power of attorney attached certifying agent’s authority to bind the Bidder. Upon request of the Port the Bidder shall provide corporate or partnership documentation evidencing the Bidder’s legal status and showing the authority of the person signing the Bid form to execute contracts on behalf of the Bidder.

B. The Bid form shall not become a part of the Contract Documents except by inclusion into the Agreement.
3.05 PROPOSED SUBCONTRACTORS
   A. The Port of Everett encourages and supports the use of M/WBE subcontractors and suppliers on all Work.
   B. After Bid opening the Port may require the apparent low Bidder to identify any proposed subcontractors and major suppliers together with a statement of experience with references for each. Such information shall be submitted within 24 hours of request.

3.06 BID GUARANTEE
   A. The Bid shall be accompanied by a Bid Guarantee in an amount of $7,500.00, which is 5% of $150,000.00.
   B. The Bid Guarantee shall be in one of the following forms and made payable to the Port of Everett: a Bid Guarantee bond, duly completed by a Guarantee company authorized to do business in the State of Washington; a U.S. postal money order; or a certified check or cashier's check drawn upon a banking institution. The surety's name must appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Attorneys-in-fact who sign Bid Guarantee bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
   C. If the successful Bidder fails to execute and deliver the Contract and required documents within the time specified on the Notice of Award, the Port may annul the Notice of Award and the Bid Guarantee of that Bidder will be forfeited.

3.07 BID SUBMITTAL
   A. The Bid, the Bid Guarantee, and all other documents required to be submitted with the Bid shall be enclosed in a sealed envelope marked "Bid Submittal By" followed by the name and address of the Bidder, the Port-designated project name, and the date and time for the opening of Bids.
   B. If the Bid is mailed, it shall be addressed to the Port of Everett, Procurement & Contracts Administrator, 1205 Craftsman Way, Suite 200, Everett, WA 98201. The Bid shall be enclosed within another envelope with the notation "BID ENCLOSED" on the face.
   C. If the Bid is delivered, it shall be delivered to the Port of Everett Administration Office Reception Counter, 1205 Craftsman Way, Suite 200, Everett, WA 98201. Do not deliver to any other Port office or the Bid may not be considered for award.
   D. No Bid shall be considered which has not been received at the Port of Everett’s Reception Counter before the Bid submittal deadline specified in Section 1.03 – Significant Dates and Times. The clock at the Reception Counter is the Port’s official clock. Timeliness of Bid submittals shall be determined by using this clock. Bidder shall assume full responsibility for timely delivery of its Bid at the specified location.
E. Oral, telephonic, faxed or electronic Bids are invalid and will not receive consideration.

3.08 WITHDRAWAL OR MODIFICATION OF BID
A Bidder may withdraw or modify its Bid before the Bid submittal deadline by submitting written notice to the Port signed by the Bidder. After Bid opening no Bidder may withdraw or modify its Bid unless Contract award is delayed beyond the time specified.

3.09 BID OPENING
Unless stated otherwise in the Advertisement for Bids, all Bids which have been properly identified and received will be publicly opened and the prices read aloud. No evaluation of the Bids will be made at that time except for the announcement of the apparent low Bidder.

3.10 BID VALIDITY
All Bids submitted shall be valid and binding on the Bidder for a period of sixty days following the Bid submittal deadline and for any extension of time granted to the Bidder.

PART 4. BID EVALUATION

4.01 EVALUATION STANDARD
For the purposes of bid evaluation in the event of unit price similarities, the Port has on record a hypothetical project reflecting the schedule of unit prices. The hypothetical project will be revealed at the time of bid opening. The process shall determine the low bidder. This hypothetical bid shall reflect estimated quantity of typical unit price items and shall be given to all bidders at the time of bid opening. The lowest responsible, responsive bidder will be awarded the contract.

4.02 VERIFICATION OF BID PRICES
Prices set forth in the Bid will be reviewed by the Port for mathematical accuracy. The Port reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a Bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the Bid items for evaluation and award purposes.

4.03 CLAIM OF ERROR
A Bidder claiming error in its Bid must submit supporting evidence, including cost breakdown sheets, within 24 hours of Bid opening and provide any other supporting documentation requested by the Port. In the event the Bidder demonstrates an error in the Bid to the Port’s satisfaction, the Port may allow the Bidder to withdraw its Bid.
4.04 RESPONSIVE BIDS

The Port, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive, and to waive informalities and immaterial irregularities in the Bid. A Bid shall be considered irregular and may be rejected by the Port as non-responsive for reasons including, but not limited to:

1. If the Bid form furnished or authorized is not used or is altered;
2. If the Bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to the Port’s requirements;
3. If the Bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
4. If the Bid or Bid Guarantee is not properly executed, or shows an incorrect amount;
5. If the Bid fails to include a price for every Bid item;
6. If the Port reasonably deems the Bid Guarantee inadequate; or
7. If the Port deems any of the Bid prices to be excessively unbalanced either above or below the amount of a reasonable Bid price for the item of Work to be performed, to the potential detriment of the Port.

4.05 BIDDER QUALIFICATIONS

A. It is the intent of the Port to award a contract to the low responsible Bidder. Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Port to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. At the time of Bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington Unified Business Identifier (UBI) Number.
3. If applicable:
   a. Have industrial insurance (workers' compensation) coverage for the Bidder’s employees working in Washington, as required by Title 51 RCW;
   b. Have a Washington Employment Security Number as required by Title 50 RCW.
   c. Have a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW.
4. Not be disqualified from Bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. The Port reserves the right to investigate the qualifications of any Bidder, including but not limited to, contacting any reference or any financial institution to verify that the Bidder is qualified to successfully complete the Work.

C. In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its Bid prices, the
Bidder will make available upon request, for the Port’s review, a complete itemization of its Bid, and clearly define all phases of its work.

D. Prior to award, if requested by the Port, the Bidder and selected proposed subcontractors or suppliers shall attend a Bid evaluation conference and shall bring to the conference any documents requested by the Port to evaluate the Bid and the Bidder’s qualifications.

4.06 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

A. In addition to the Bidder responsibility criteria in 4.05, the Bidder must also meet the following relevant supplemental Bidder responsibility criteria applicable to the project prior to award. The apparent low Bidder and the second apparent low Bidder shall provide the information requested below and return it to the Port within 48 hours of the bid opening.

1. Delinquent State and City of Everett Taxes.
   The Bidder shall not owe delinquent taxes to either the Washington State Department of Revenue or the City of Everett without a payment plan approved by the Department of Revenue and/or City of Everett before the date of award.

2. Federal Debarment.
   The Bidder shall not currently be debarred or suspended by the Federal government.

   The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five (5) years from the bid submittal deadline. The Bidder shall sign the documentation provided with this Bid certifying that the Bidder has not been convicted of a crime involving bidding on a public works contract within the time frame listed. For the purpose of this criterion, “Bidder” shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

   The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020 and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each subcontractor. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have a document of similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also responsible subcontractors as defined by RCW 39.06.020. The Bidder shall submit a written description of its procedure for validating the responsibility of subcontractors with which it contracts.
5. **Claims Against Retainage and Bonds**
   The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three (3) years that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to the Port in its sole discretion. The Bidder shall submit a list of the public works projects completed within the previous three (3) years and include for each project as outlined on the Supplemental Bidder Responsibility Criteria. For the purpose of this criterion, “Bidder” shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

6. **Prevailing Wages**
   The Bidder shall not have a record of prevailing wage complaints (federal and state) against it within five (5) years of the bid submittal date that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances acceptable to the Port in its sole discretion. The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with an explanation of each complaint and how it was resolved.

7. **Completion of Similar Projects.**
   The Bidder shall have successfully completed projects of similar size and scope as required by the contract documents for the designated project. The Bidder shall submit a list of project(s) of similar size and scope to the designated project. For the purposes of meeting this criterion, the bidding documents will identify the relevant characteristics of the project and the meaning of “similar size and scope” of the particular project.

8. **Termination for Cause**
   The Bidder shall not have had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal date for this project, unless there are extenuating circumstances acceptable to the Port in its sole discretion.

9. **Lawsuits**
   The Bidder shall not have lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder within five (5) years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances acceptable to the Port in its sole discretion. The Bidder shall submit a list of lawsuits and/or arbitrations with judgments entered against bidder within five (5) years.
of the bid submittal date along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. For the purpose of this criterion, “Bidder” shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

B. In the event Bidder fails to supply the supplemental information requested concerning responsibility within the time and manner specified, the Port may base its determination of responsibility on any available information related to the supplemental criteria, or may find the Bidder not responsible. The Port reserves the right to request such documentation from other Bidders also. The Port reserves the right to use independent sources of information that may be available to demonstrate whether the Bidder complies with this criterion. The Port reserves the right to waive immaterial irregularity in the submittal and/or receipt of supplemental information and/or documentation.

C. The Port reserves the right to conduct its own investigations and use independent sources of information that may be available to demonstrate whether the Bidder complies with the Supplemental Bidder Responsibility Criteria. The Port may conduct reference checks for the Bidder whose Bid is under consideration for award. In evaluating references, the Port will check with other owners regarding, by way of example, such things as: quality control, safety record; timeliness of performance; use of skilled and trained personnel; management of subcontractors; availability of and use of appropriate equipment; compliance with contract documents; management of submittals process, change orders, force account, and close-out; and other applicable project information deemed appropriate by the Port. In conducting reference checks, the Port may include itself as a reference if the Bidder has performed work for the Port, even if the Bidder did not identify the Port as a reference. In the event that information obtained from the reference checks:

1. Reveals that the Bidder does not meet the Supplemental Bidder Responsibility Criteria; or
2. Indicates concerns about the Bidder’s performance on projects identified as meeting the Supplemental Bidder Responsibility Criteria, which may include, but not be limited to the quality of construction, the Bidder’s management of subcontractors, timeliness of required submittals, and safety record on the project; or
3. Indicates other concerns about the Bidder’s ability to successfully perform the work, the Port may determine that the Bidder is not a responsible Bidder.
4. Prior to making such a determination that a Bidder is not responsible based on information received through reference checks, the Port will discuss with the Bidder the information obtained from the references, and provide the Bidder with the opportunity to offer explanations that may help inform whether the Port declares the Bidder not responsible.
D. If the Port determines the Bidder does not meet the Bidder responsibility criteria and is therefore not a responsible Bidder, the Port shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Port’s determination by presenting additional information to the Port. The Port will consider the additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Port will not execute a contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

E. The Port may award the contract to the next lowest Bidder who meets the Supplemental Bidder Responsibility Criteria and whose reference checks validate the ability of the Bidder to successfully perform the work. The Port will use the same process in checking references for any Bidders other than the low Bidder.

F. Any Bidder, within five (5) business days before the Bid submittal deadline, may request that the Port modify the Supplemental Criteria.
   1. The request may be submitted via US mail, delivered personally or sent via electronic email or fax to the Project Manager within this timeline.
   2. The request must include the Bidder’s name and address, the applicable criteria the Bidder is seeking to modify, the justification for why the identified criteria should be modified, and how the requestor would like the criteria modified. The request must also include the project title and specification number.
   3. The Port will evaluate the request submitted by any potential Bidder and respond before the submittal deadline. If the evaluation results in a change of the criteria, the Port will issue an addendum to the Bidding documents identifying the new criteria.

4.07 NON-COLLUSION
Submittal of and signature on a Bid affirms that the Bid is genuine and not a sham, not collusive and not made in the interest of any person not named, and, that the Contractor has not induced or solicited others to submit a sham offer or to refrain from proposing.

4.08 SINGLE BID RECEIVED
If the Port receives a single responsive, responsible Bid, the Port shall have the right, in its sole discretion, to conduct a price or cost analysis on such Bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the Port to assist in such analysis. By conducting such analysis, the Port shall not be obligated to accept the single Bid; the Port reserves the right to reject such Bid or any portion thereof.
4.09 RIGHTS OF THE PORT
The Port reserves the right to accept the Bid of the lowest responsive, responsible Bidder, an “Alternative Bid” based upon plans and specifications prepared by the Bidder, to reject any or all Bids, republish the Advertisement for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of the Port, the best interests of the Port are served thereby.

PART 5. AWARD OF CONTRACT

5.01 AWARD OF BID
The award will be based on the hypothetical project used for evaluation.

5.02 NOTICE OF AWARD
A. The acceptance of a Bid will be evidenced by a written Notice of Award delivered to the Bidder whose Bid is accepted. The Port reserves the right to request extensions of the Bid acceptance period.
B. Within ten days after issuance of the Notice of Award, the Agreement form shall be executed in duplicate and returned, together with the performance and payment bonds, and certificates of insurance with endorsements as required by the Contract Documents.
C. The Bidder shall not commence physical modification of the work site until the Port has issued its Notice of Award, Notice to Proceed, and the Port has received the executed Agreement form and bonds and certificates of insurance meeting the requirements of the Contract Documents.

5.03 INSURANCE
The Port of Everett has specific insurance requirements to be provided by the Contractor on this project. The Bidder’s attention is direction to Paragraph 3 of the General Conditions and the subsections contained therein for the specific coverages and endorsements required. Additional insurance requirements may be required in Section 00 73 00 – Supplementary Conditions.

5.04 PERFORMANCE AND PAYMENT BONDS
A. Pursuant to RCW 39.08.010 the Contractor, within ten (10) calendar days following Notice of Award, shall furnish separate Performance and Payment Bonds in a form acceptable to the Port for the full contract sum including sales tax. The bond shall be executed by a licensed surety (or sureties) registered with the Washington State Insurance Commissioner and the surety’s name shall appear in the current Authorized Insurance Company List for the State of Washington published by the Office of the Insurance Commissioner. In addition, the surety or sureties must be rated “A-, FSC (7) or higher by AM Best Rating Guide.
B. The scope of the performance and payment bonds shall not affect or alter the liabilities of the Contractor to the Port under the terms of the Contract Documents.

C. The Port may require the surety to appear and qualify itself upon the bond. If at anytime the Port determines, in its sole judgment, that the surety is insufficient, the Port may require the Contractor to furnish additional surety in form and arrangement satisfactory to the Port and in an amount not exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.

D. The person signing the performance bond on behalf of the Contractor shall also sign the Agreement form and bonds.

5.05 EXTENSION OF TIME
If the Agreement form is not executed or not submitted to the Port within the time required and, in the Port’s discretion, circumstances warrant an extension of time, it may extend the time for execution of the Agreement form or for furnishing bonds and insurance certificates at the Port’s discretion.

5.06 FAILURE TO EXECUTE CONTRACT
If the Bidder awarded the Contract fails to execute the Agreement form and furnish the required bonds and insurance certificates within ten days from delivery of the Notice of Award, or declares in writing its intent not to execute the Contract, its Bid Guarantee shall be forfeited to the Port and the Port may issue Notice of Award to the second lowest responsive, responsible Bidder and in like manner until the Agreement form and bonds are executed by a responsible Bidder to whom award is made, or further Bids are rejected. Forfeiture of the Bid Guarantee shall not limit the Port’s right to recover damages from the Bidder caused by the Bidder’s failure to execute the Contract.

5.07 CANCELLATION OF AWARD
The Port reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without liability to the Port.

END OF SECTION
1. **BID FORM – SCHEDULE OF VALUES**
   
   Bidder will complete the Work for the following unit prices.

   **Unit Price:** The unit price shall be full compensation for furnishing all material, equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for construction and completing the work provided for in this contract and every part thereof.

   **Sales Tax:** Unit prices are not to include Washington State sales tax. Sales tax at the rate of 9.2% will be added to all payments, except for any transactions that are tax exempt under WAC 458-20-171.

### BASE BID

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>As Needed</td>
<td>TN</td>
<td>Class B Asphalt (not including joint sealing)</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>25 -100</td>
<td>TN</td>
<td>½&quot; Hot Mix Asphalt, (including Joint Sealing)</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>101 – 250</td>
<td>TN</td>
<td>½&quot; Hot Mix Asphalt, (including Joint Sealing)</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Over 250</td>
<td>TN</td>
<td>½&quot; Hot Mix Asphalt, (including Joint Sealing)</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>1 – 500</td>
<td>SY</td>
<td>Asphalt Tack Coat</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Over 500</td>
<td>SY</td>
<td>Asphalt Tack Coat</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>1 – 500</td>
<td>SY</td>
<td>Asphalt Seal Coat</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Over 500</td>
<td>SY</td>
<td>Asphalt Seal Coat</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>1 – 100</td>
<td>LF</td>
<td>Cement Concrete Extruded Curb</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Over 100</td>
<td>LF</td>
<td>Cement Concrete Extruded Curb</td>
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<tr>
<td>11</td>
<td>1 – 100</td>
<td>TN</td>
<td>Crushed Surfacing Top Course – Placed and Compacted</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Over 100</td>
<td>TN</td>
<td>Crushed Surfacing Top Course – Placed and Compacted</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>1 – 100</td>
<td>TN</td>
<td>Gravel Borrow – Placed and Compacted</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>Over 100</td>
<td>TN</td>
<td>Gravel Borrow – Placed and Compacted</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>1 – 100</td>
<td>TN</td>
<td>Ballast</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>Over 100</td>
<td>TN</td>
<td>Ballast</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>1 – 1,000</td>
<td>LF</td>
<td>Crack or Joint Sealing</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>Over 1,000</td>
<td>LF</td>
<td>Crack or Joint Sealing</td>
<td>$</td>
</tr>
<tr>
<td>19</td>
<td>1 – 500</td>
<td>LF</td>
<td>Concrete Saw Cutting: Up to 4&quot; Depth</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>Over 500</td>
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<td>$</td>
</tr>
<tr>
<td>21</td>
<td>1 – 500</td>
<td>LF</td>
<td>Concrete Saw Cutting: 4&quot; to 12&quot; Depth</td>
<td>$</td>
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<tr>
<td>22</td>
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<td>LF</td>
<td>Concrete Saw Cutting: 4&quot; to 12&quot; Depth</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Description</td>
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<tr>
<td>23</td>
<td>1–100</td>
<td>CY</td>
<td>Concrete Removal Including Off Site Disposal</td>
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<tr>
<td>24</td>
<td>Over 100</td>
<td>CY</td>
<td>Concrete Removal Including Off Site Disposal</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>1–500</td>
<td>LF</td>
<td>Asphalt Saw Cutting: Up to 4&quot; Depth</td>
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</tr>
<tr>
<td>26</td>
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<td>$</td>
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<tr>
<td>27</td>
<td>1–500</td>
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<td>Asphalt Saw Cutting: 4&quot; to 12&quot; Depth</td>
<td>$</td>
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<tr>
<td>28</td>
<td>Over 500</td>
<td>LF</td>
<td>Asphalt Saw Cutting: 4&quot; to 12&quot; Depth</td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>1–100</td>
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<td>$</td>
</tr>
<tr>
<td>30</td>
<td>Over 500</td>
<td>CY</td>
<td>Asphalt Removal Including Off Site Disposal</td>
<td>$</td>
</tr>
<tr>
<td>31</td>
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<td>Profiling/Grinding Asphalt: 1&quot; – 3&quot; Depth</td>
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<tr>
<td>32</td>
<td>Over 500</td>
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<td>Profiling/Grinding Asphalt: 1&quot; – 3&quot; Depth</td>
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<tr>
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<td>Profiling/Grinding Asphalt: 4&quot; – 6&quot; Depth</td>
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<td>SY</td>
<td>Profiling/Grinding Asphalt: 4&quot; – 6&quot; Depth</td>
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<td>SY</td>
<td>Soil Stabilization Fabric</td>
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<tr>
<td>36</td>
<td>Over 500</td>
<td>SY</td>
<td>Soil Stabilization Fabric</td>
<td>$</td>
</tr>
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<td>37</td>
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<td>CY</td>
<td>Common Excavation on Non-Contaminated Native Material Including Disposal</td>
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<td>38</td>
<td>1–500</td>
<td>SY</td>
<td>Preparation of Grade</td>
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<tr>
<td>39</td>
<td>Over 500</td>
<td>SY</td>
<td>Preparation of Grade</td>
<td>$</td>
</tr>
<tr>
<td>40</td>
<td>1–500</td>
<td>SY</td>
<td>Asphalt Overlay Fabric</td>
<td>$</td>
</tr>
<tr>
<td>41</td>
<td>Over 500</td>
<td>SY</td>
<td>Asphalt Overlay Fabric</td>
<td>$</td>
</tr>
<tr>
<td>42</td>
<td>1–500</td>
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<td>Pavement 4&quot; Paint Line</td>
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<tr>
<td>43</td>
<td>500–1,000</td>
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<td>Pavement 4&quot; Paint Line</td>
<td>$</td>
</tr>
<tr>
<td>44</td>
<td>Over 1,000</td>
<td>LF</td>
<td>Pavement 4&quot; Paint Line</td>
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<tr>
<td>45</td>
<td>As Needed</td>
<td>HR</td>
<td>Brush Cleaning of Pavement Surface by Sweeper</td>
<td>$</td>
</tr>
<tr>
<td>46</td>
<td>As Needed</td>
<td>HR</td>
<td>Water Cleaning of Pavement Surface by Water Truck</td>
<td>$</td>
</tr>
<tr>
<td>47</td>
<td>As Needed</td>
<td>HR</td>
<td>Vacuum Cleaning of Pavement Surface by Sweeper</td>
<td>$</td>
</tr>
<tr>
<td>48</td>
<td>As Needed</td>
<td>HR</td>
<td>Oil/Water Separator Cleaning</td>
<td>$</td>
</tr>
<tr>
<td>49</td>
<td>As Needed</td>
<td>HR</td>
<td>Chain Link Fence and Gate Repairs</td>
<td>$</td>
</tr>
<tr>
<td>50</td>
<td>As Needed</td>
<td>EA</td>
<td>Manhole Ring Cover Adjustment</td>
<td>$</td>
</tr>
<tr>
<td>51</td>
<td>As Needed</td>
<td>EA</td>
<td>Valve Box Adjustment</td>
<td>$</td>
</tr>
<tr>
<td>52</td>
<td>As Needed</td>
<td>EA</td>
<td>Catch Basin Frame and Grate Adjustment</td>
<td>$</td>
</tr>
<tr>
<td>53</td>
<td>As Needed</td>
<td>EA</td>
<td>Monument Case Adjustment</td>
<td>$</td>
</tr>
<tr>
<td>54</td>
<td>As Needed</td>
<td>HR</td>
<td>Catch Basin and Manhole Cleaning</td>
<td>$</td>
</tr>
<tr>
<td>55</td>
<td>As Needed</td>
<td>EA</td>
<td>Pre-Cast Concrete Inlet per City of Everett 401: up to 4' depth</td>
<td>$</td>
</tr>
<tr>
<td>56</td>
<td>As Needed</td>
<td>EA</td>
<td>Catch Basin Type A per City of Everett 402: up to 6' depth</td>
<td>$</td>
</tr>
<tr>
<td>#</td>
<td>Work Description</td>
<td>Quantity/Unit</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------------------------------------------</td>
<td>---------------</td>
<td>--------------------------------</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Catch Basin Type A per City of Everett 402: 6’ – 10’</td>
<td>As Needed EA</td>
<td>$</td>
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</tr>
<tr>
<td>58</td>
<td>Catch Basin Type B per City of Everett 403: up to 6’ depth</td>
<td>As Needed EA</td>
<td>$</td>
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</tr>
<tr>
<td>59</td>
<td>Catch Basin Type B per City of Everett 403: 6’ – 10’</td>
<td>As Needed EA</td>
<td>$</td>
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</tr>
<tr>
<td>60</td>
<td>48” Catch Basin Type 2 per City of Everett 404: up to 6’ depth</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>48” Catch Basin Type 2 per City of Everett 404: 6’ – 10’</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>Type A Curb Ramp per City of Everett 310A</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Type B Curb Ramp per City of Everett 310B</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>Type C Curb Ramp per City of Everett 310C</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>Type D Curb Ramp per City of Everett 310D</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Pipe Connection to Existing Storm Drain Structure</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Pipe Connection to Existing Sanitary Sewer Structure</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>2” – 4” Quarry Spall</td>
<td>As Needed TN</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>Runway Rated Catch Basin: Up to 6’ deep</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Runway Rated Catch Basin: 6’ – 10’ deep</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>Loading and Hauling Excavation Spoils</td>
<td>As Needed HR</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>12” Wide White Plastic Stripe</td>
<td>1 – 500 LF</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>12” Wide White Plastic Stripe</td>
<td>Over 500 LF</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>The Word “STOP” in White Plastic Letters</td>
<td>As Needed EA</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>75</td>
<td>Cement Concrete Sidewalk</td>
<td>As Needed SY</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>Cement Concrete Curb and Gutter</td>
<td>As Needed LF</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>77</td>
<td>Additional Work for Minor Change</td>
<td>1 Minor Change</td>
<td>$25,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Note – All unit prices must be filled in with numbers. If there is no charge for an item, mark with a zero.

2. The Total Base Bid, if selected, will determine the successful Bidder. For purposes of Bid evaluation, the Port has on record a hypothetical project reflecting the schedule of unit prices. The hypothetical project will be revealed at the time of bid opening. The process shall determine the low bidder. This hypothetical bid shall reflect estimated quantities of typical unit price items the Port foresees using under the Contract, and shall be given to all Bidders at the time of bid opening. The lowest responsible, responsive, Bidder will be awarded the contract.
3. The bidding proposal requires bidders to submit unit prices for each line item. Each bid must be accompanied by a bid guarantee in the amount of $2,500.00, which is five (5) percent of $50,000.00. Failure of the Bidder to provide a bid guarantee shall render the bid non-responsive. Acceptable forms of bid guarantee are a bid bond, postal money order, certified check or cashier’s check made payable to the Port of Everett.

The successful Bidder’s bid guarantee will be released with the official Notice to Proceed and fully-executed Contract copy. If the successful Bidders fails to execute and deliver the Contract and to furnish the required contract security within the time specified in the Notice of Award, the Port may annul the Notice of Award and the bid guarantee of that Bidder to be forfeited. The bid guarantee of other Bidders whom the Port believes to have a reasonable chance of receiving award will be released as soon as practicable, but not sooner than the execution of a contract with the successful Bidder. Bid guarantees with bids, which are not competitive, will be released as soon as possible after the bid opening.

4. ACKNOWLEDGE TWIC REQUIREMENTS (Failure to do so may disqualify the bid):

Bidder acknowledges they are aware of the TWIC security requirements and that compliance with these requirements will be met throughout the duration of the project.

Signature: ___________________________ Date: ___________________________

5. Trench Excavation Safety Provisions: Bidder to indicate all costs for trench safety excavation, even if the amount is zero.

<table>
<thead>
<tr>
<th>TRENCH EXCAVATION SAFETY PROVISIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the bid amount contains any work which requires trenching exceeding a depth of 4 feet, all costs for trench safety shall be included in the Base Bid and indicated below for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. <strong>Bidder must include a lump sum dollar amount in blank below (even if the value is $0.00).</strong> Do not include Washington State Sales Tax.</td>
</tr>
<tr>
<td>$ ___________________________ $ ___________________________</td>
</tr>
<tr>
<td>Total Written in Words Total Written in Figures</td>
</tr>
<tr>
<td>(Do not include Washington State Sales Tax) - (Included also in Base Bid)</td>
</tr>
</tbody>
</table>

6. ACKNOWLEDGE RECEIPT OF ADDENDA (Failure to do so may disqualify the bid):

<table>
<thead>
<tr>
<th>Addendum No.:</th>
<th>Date Received:</th>
<th>Addendum No.:</th>
<th>Date Received:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum No.:</td>
<td>Date Received:</td>
<td>Addendum No.:</td>
<td>Date Received:</td>
</tr>
</tbody>
</table>
7. **Company Qualifications & Responsibility**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>UBI No.</td>
<td>State Excise Tax No.</td>
</tr>
</tbody>
</table>

Number of years in contracting business under present firm name

Particular types of construction work performed by your company:

---

8. **BIDDER CERTIFIES**

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker’s Comp

---

**THIS BID IS PRESENTED TO THE PORT OF EVERETT BY:**

Company Name: ________________________________

Type of Business:  

- [ ] Individual  DBS: ________________________________
- [ ] Partnership  [ ] Corporation  [ ] Joint Venture

Street Address: ________________________________

City, State, Zip: ________________________________

Phone No. __________________ Fax No. __________________

E-Mail Address: ________________________________

Signature: __________________ Date __________________

Printed Name: __________________ Title __________________
<table>
<thead>
<tr>
<th>Contact Information for Bid Award, Contract Documents, and Questions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City, State, Zip:</td>
</tr>
<tr>
<td>Phone No.</td>
</tr>
<tr>
<td>E-Mail Address:</td>
</tr>
</tbody>
</table>
SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

Due within 48 hours of the bid opening from the apparent low Bidder and the second apparent low Bidder. The Port reserves the right to request this information from other Bidders as needed.

1. **DELINQUENT STATE AND CITY TAXES**
   Bidder certifies that they are current with their taxes to the following agencies:
   - Washington State Department of Revenue: [ ] Current [ ] Delinquent
   - City of Everett: [ ] Current [ ] Delinquent

2. **FEDERAL DEBARMENT**
   Bidder certifies that they are not currently debarred or suspended by the federal government.
   - [ ] Not Debarred
   - [ ] Debarred

3. **PUBLIC BIDDING CRIME**
   Bidder certifies that no owner, officer, principal or employee of Bidder has been convicted of a crime involving bidding a public works contract within five (5) years from the bid submittal deadline.
   - [ ] Bidder, as stated above, has **not** been convicted of a crime involving bidding on a public works contract within five years of this bid submittal deadline.
   - [ ] Bidder, as stated above, has **been** convicted of a crime involving bidding on a public works contract within five years of this bid submittal deadline and has attached a list showing the date of conviction, the offense convicted of, the punishment and a brief statement of the facts underlying the conviction.

4. **SUBCONTRACTOR RESPONSIBILITY**
   The Bidder certifies that its standard subcontract form includes the subcontractor responsibility language required by RCW 39.06.020 and the Bidder has an established procedure which it utilizes to validate the responsibility of each subcontractor. In addition, the subcontract form shall include a requirement that each of its subcontractors have a document of similar procedure to determine whether the sub-tier sub contractors with whom it contracts are also responsible subcontractors as defined in RCW 39.06.020.
   - [ ] Attached is a written description of the Bidder’s procedure for validating the responsibility of subcontractors with which it contracts.

5. **CLAIMS AGAINST RETAINAGE AND BONDS**
   The bidder shall submit a list of public works projects completed within the previous three (3) years and include for each project the following information:
   - a. The owner and contact information for the owner;
   - b. A list of claims filed against the retainage, performance and/or payment bond for any of the projects listed; and,
   - c. A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.
Attached is the list requested above.
Bidder certifies that there have been no claims against retainage, performance and/or payment bonds within the previous three (3) years.

6. PREVAILING WAGE COMPLAINTS
The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with an explanation of each complaint and how it was resolved.

Attached is the list requested above.
Bidder certifies that there were no prevailing wage complaints filed against it within five (5) years of the bid submittal date.

7. COMPLETION OF SIMILAR PROJECTS
Attach a list of projects Bidder has completed within the last three years similar in size to work required for this project. Provide information about each project including the following:
   a. Client name & contact information for the owner’s representative
   b. Awarded contract amount
   c. Final contract amount
   d. A description of the scope of the project and how the project is similar to the particular project being bid
   e. The bidder’s assessment of its performance of each project, including but not limited to the following:
      i. Quality control
      ii. Safety record
      iii. Timeliness of performance
      iv. Use of skilled personnel
      v. Management of subcontractors
      vi. Availability of and use of appropriate equipment
      vii. Compliance with contract documents
      viii. Management of submittals process and change orders

8. TERMINATION FOR CAUSE
Bidder certifies that neither it nor its owners or principals has had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal date for this project.

Bidder or its owners or principals have had a public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal date for this project. Attached is a list of each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause.

9. LAWSUITS
The Bidder shall submit a list of lawsuits and/or arbitrations with judgments entered against the Bidder, owners or principals within five (5) years of the bid submittal date along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration.

Attached is the list requested above.

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☐ Bidder certifies that there are no lawsuits or arbitrations with judgments entered against it within five (5) years of the bid submittal date.

I declare under penalty of perjury under the Laws of the State of Washington that the information provided above and as attached hereto is true and correct to the best of my knowledge.

Executed at ______________________, Washington, this _________ day of ________, ______.

Signature of Bidder: ________________________________________________________________

END OF SECTION
PART 2

ADDENDA (IF ANY)
PART 3

CONDITIONS OF THE CONTRACT
1. CONTRACT TIME
   The Contractor shall promptly start work within three (3) days after the effective date of the written Notice to Proceed issued by the Port. Work in this case is not limited to physical work at the site. Work started prior to the effective date stated in the Notice to Proceed shall be that the Contractor’s risk. The Contractor shall plan and prosecute the work diligently so that the various portions of the work shall be completed within the time set forth herein. Failure to complete the work within the time specified may result in the assessment of damages for avoidable delay in addition to other remedies available to the Port. Avoidable delays in the prosecution of work include those delays which could have been avoided by the Contractor’s exercise of care, coordination and foresight.

2. CONTRACT DOCUMENT INTERPRETATION
   The intent of the Contract Documents is to prescribe a complete work. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary or convenient to complete all parts of the work. Compensation for the cost of furnishing the foregoing and for full performance of the contract shall be considered as included in the contract sum.

3. INSURANCE
   A. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor’s own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least “A” or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the Port.
   1. 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), products/completed operations, blanket contractual liability and broad form property damage.
   2. Business Automobile Liability Insurance in an amount not less than $1,000,000 per occurrence, extending to any automobile.
   3. Statutory Worker’s Compensation Insurance as required by Washington law and Employer’s Liability Insurance (Stop Gap) with limits not less than $1,000,000 per occurrence. If the Port authorizes sublet work, the Contractor shall require each Subcontractor to provide Worker’s Compensation Insurance for its employees, unless the Contractor covers such employees.
   4. USL&H Insurance as required in the Supplemental Conditions
   5. Contractor’s Pollution Liability as required in the Supplemental Conditions
   6. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the Port. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.
   
   B. Upon written request by the Port, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
   
   C. Prior to the Contractor performing any Work, Contractor shall provide the Port with a Certificate of Insurance acceptable to the Port Attorney evidencing the above-required insurance and naming the Port of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. The Port shall be named as an Additional Insured by endorsement using ISO Form CG 2010 or equivalent. Receipt by the Port of any certificate showing less coverage than required is not a waiver of the Contractor’s obligations to fulfill the requirements.
   
   D. Contractor certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington, which requires every employer to be insured against liability of Workers’ Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the Port with evidence of Worker’s Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
   
   E. In case of the breach of any provision of this section, the Port may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the Port may deem proper, and may deduct the cost of providing and maintaining such
insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the Port for such cost.

4. PERFORMANCE/PAYMENT BOND
Pursuant to RCW 39.08.010 the Contractor, prior to commencing work, shall furnish a Performance Bond and a Payment Bond in a form acceptable to the Port for the full contract sum including sales tax; however, if the Contract Sum does not exceed $35,000 the Contractor may, in lieu of providing a bond, request the Port retain 50% of the Contract amount earned for a period of 45 days following acceptance of the work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.20 RCW, whichever is later, at which time the Port in the ordinary course of business will make final payment.

5. PREVAILING WAGES
A. The Contractor shall comply with the requirements of RCW 39.12, and shall pay each employee an amount not less than the Prevailing Rate of Wage as specified by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I).
B. Before commencement and upon completion of work, the Contractor shall file the forms and pay the filing fees required by L&I.
C. The Contractor shall indemnify and hold the Port harmless from any claims related to the payment or non-payment of such wages by the Contractor.
D. This project is located in Snohomish County, therefore, the Snohomish County prevailing wage rates must be used.
E. The effective prevailing wage date is the same date as the bid due date. These rates shall remain in effect for the duration throughout Contractor’s performance of the Work. The schedule of Prevailing Wage Rates is incorporated by reference into these Contract Documents.
F. The prevailing wage rates are available for download at URL http://www.lni.wa.gov; alternately, a copy of the prevailing wage rates is available for viewing at the Port of Everett offices.
G. In referencing such rates, the Port does not imply or warrant that the Contractor will find labor available at those rates. It is the Contractor’s sole responsibility to determine the most current wage rates it will actually have to pay.

6. CERTIFIED PAYROLL REPORTS
In accordance with RCW 39.12.010 (4) and WAC 296-127-320, contractors are required to prepare accurate payroll records and maintain these records for three years following the date of acceptance of the project by the awarding agency. Upon receiving a written request from the Port, the Contractor must, within ten days, submit Certified Project Payroll records to the Port.

Submittal of certified payroll reports are not required for this project. The Port reserves the right to change this requirement during the term of the project. The Port reserves the right to request Certified Project Payroll records with each billing statement.

7. DISPOSAL OF WASTE MATERIALS
A. Waste material is defined as all material from demolition, excavation, dredging, or other source that is unsuitable to, or in excess of the needs of the work, or material that is designated for removal and disposal off of Port property. All waste materials shall become the property of the Contractor.
B. Materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable Local, State and/or Federal regulations, shall be disposed of in strict compliance with all regulations and the Contract Documents and as directed by the Port.
C. The Contractor is solely responsible for the lawful managing and disposal of waste material and shall indemnify, defend and hold the Port harmless from all liability, damages, claims, lawsuits, penalties and expenses, whether direct, indirect or consequential (including but not limited to attorney’s and consultant’s fees and other expenses of litigation or arbitration) arising from or in any way connected with, the demolition, excavation, removal or disposal of materials, except as specified for hazardous materials. The value of waste materials, if any, shall be reflected in the total Contract Sum.
D. Should the Contractor, during the course of the Work, encounter site materials that it believes may be hazardous, potentially hazardous, infectious, toxic or dangerous, it shall immediately notify the Port.

E. The Port will retain title to all hazardous waste presently on site encountered during demolition, removal, and excavation. This does not include hazardous materials generated by the Contractor, such as used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste according to the Contract Documents, following local, State, and Federal regulations. The Port of Everett will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-contractor generated hazardous wastes. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of Owner or generator of hazardous waste substances for non-contractor generated hazardous wastes.

F. Contractor shall follow EPA and all other regulations regarding reporting the disposal of all materials.

8. SUBCONTRACTORS.
   A. At the time of subcontract execution, the Contractor shall verify responsibility criteria for each first tier subcontractor the contractor hires and a subcontractor of any tier subcontractor that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall occur at the time of subcontract execution and shall include that each subcontractor meets the responsibility criteria listed in RCW 39.04 and possesses an electrical contractor license (if required by RCW Chapter 19.28) or an elevator contractor license (if required by RCW Chapter 70.87). These verification requirements, as well as the responsibility criteria, shall be included in each of the Contractor’s subcontracts of any tier. The Contractor shall certify that this verification is complete prior to contract close-out upon documentation provided with the bidding documents.
   B. The Contractor shall not employ any subcontractor or other person or organization to whom the Engineer may have reasonable objections.
   C. The Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons or organizations directly or indirectly employed by them.
   D. All Work performed for the Contractor by a subcontractor will be pursuant to an appropriate agreement between the Contractor and subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents.

9. PERMITS
   Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary to conduct the work.

10. LAWS AND REGULATIONS
   The Contractor shall comply with and give notices required by all laws, ordinances, codes, rules, regulations, and permits applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor’s primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

11. RECORD DOCUMENTS
   Upon completion of work and before requesting final inspection, the Contractor shall provide the Engineer with record drawings and all operation and maintenance information showing actual dimensions and locations along with changes made during construction.

12. OWNER’S MANUALS AND OPERATING INSTRUCTIONS
   For equipment and materials that are permanently incorporated in the Work, the Contractor shall provide to the Project Manager all owners manuals and operating instructions furnished by the equipment or material manufacturer.
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13. QUALITY
   A. The Contractor shall supervise and direct the work using its best efforts, skills and attention. The Contractor shall be solely responsible for, and shall have full control and charge of construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract. The Contractor is for all purposes an independent Contractor and not an agent or employee of the Port.
   B. Unless otherwise specifically stated in the Contract, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction, and other services and facilities of any nature necessary to execute, complete and deliver the work within the Contract Time. Material and equipment shall be new and of a quality equal to or better than that specified. Equipment offered shall be current models which have been in successful regular operation under comparable conditions. The Work performed shall be in conformity with the best modern practice of the trade with the intent to secure the best standard of construction and equipment as a whole and in part.

14. SAFETY
   The Contractor shall maintain the work site and perform the work in a manner which meets all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and the safety regulations set forth in "Safety Standards for Construction", Chapter 296-155 WAC, and "General Safety Standards", Chapter 296-24 WAC, issued by the Washington State Department of Labor and Industries.

15. PROTECTION OF UTILITIES
   The Contractor shall protect from damage public and private utilities encountered during the work. Prior to beginning work, the Contractor shall give proper notification as required by RCW 19.122.030 to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures. The number to call in the Puget Sound Region is 1-800-424-5555.

16. GUARANTEE OF WORK
   A. The Contractor warrants and guarantees to the Port that all Work will be in accordance with the Contract Documents and will not be defective. Notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted. Additionally, the Contractor agrees to repair and replace all property of the Port and all property of others damaged by the Contractor, its employees, subcontractors or agents.
   B. Unless expressly required for a longer period of time, the Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the Work. The Port will give notice of observed defects with reasonable promptness.
   C. The guarantee period shall be suspended from the time a significant defect is first documented by the Port until the work or equipment is repaired or replaced by the Contractor and accepted by the Port. In the event that fewer than 90 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 90 days guarantee of the Work from the date of acceptance of such repair or replacement.
   D. The Contractor shall furnish to the Port any guarantee or warranty furnished as a normal trade practice in connection with the purchase by the Contractor of any equipment or materials; provided, such guarantee or warranty shall be in addition to those specific requirements for particular equipment or work items indicated in the specifications.

17. HAZARDOUS MATERIALS
   The Port shall make available to the Contractor, upon request, the MSDSs for all known hazardous materials in use at the job site. The Contractor shall:
   1. Label any hazardous materials brought on site as to contents, hazard warning, name and address of manufacturer.
   2. Provide the following written information, prior to commencement of work:
      a) A list of hazardous materials to be used during the construction phase of the work, along with the MSDSs.
PORT OF EVERETT
ON-CALL CIVIL CONSTRUCTION SERVICES - 2016
GENERAL CONDITIONS

18. INDEMNIFICATION

A. The Contractor shall defend, indemnify and hold harmless the Port and its agents from all liability, claims, damages, losses and expenses, whether direct, indirect or consequential (including, but not limited to, attorneys’ and consultants’ fees and other expenses of litigation or arbitration) arising out of the performance of the Work, which is caused, or alleged to be caused, in whole or in part, by any negligent act or omission of the Contractor; provided, however, that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the Port or its agents, and (2) the Contractor, it is expressly agreed that the Contractor’s obligations of indemnity under this paragraph shall be effective only to the extent of the Contractor’s negligence. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Contractor to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port or its agents.

B. In any and all claims against the Port or its agents, the indemnification obligation of Section 18.A above shall not be limited in any way to the extent of insurance coverage described in the Insurance section of the Bid Package or by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor under applicable worker’s compensation, benefit, or disability laws (including, but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). The Contractor expressly waives any immunity the Contractor might have had under such laws with respect to the indemnities set forth in these General Conditions, and, by agreeing to enter this Contract, acknowledges that the foregoing waiver has been mutually negotiated by the parties.

C. The Contractor shall pay all attorney’s fees and expenses incurred by the Port in establishing and enforcing the Port’s rights under this paragraph, whether or not suit was instituted.

19. AUTHORITY OF THE ENGINEER

The Engineer will be the Port’s representative and administer the Contract Documents. The Contractor shall look to the Engineer in matters relating to compliance with Contract requirements. The work shall be done to the complete satisfaction of the Engineer. The Engineer will decide all questions which may arise concerning the quality and acceptability of materials and equipment furnished and work performed, as well as, the rate of progress of the work, and interpretation of the contract documents. The Engineer has the authority to reject work which is defective or does not otherwise conform to the contract documents. The Engineer is not responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor.

20. ENGINEER’S STATUS DURING CONSTRUCTION

The Engineer will be the Port’s representative during the construction period unless the Engineer assigns the Project Manager as the Port’s representative. The Engineer will be identified to the Contractor prior to commencement of the work.

21. CHANGES

A. The Port may make changes in the work within the scope of this Contract and such changes may be made without notice to any sureties. If any change causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of, any part of the work under this Contract, an equitable adjustment will be made consistent
with such change and the Contract modified in writing accordingly; provided, however, that the Contractor notifies the Port of the change in cost or time before commencing the changed work. Records pertaining to changes in the work shall be maintained sufficient to document all costs. Failure to maintain and disclose the required records shall constitute a waiver of the Contractor’s claim for costs not documented.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price will be determined by one or more of the following methods in the order of precedence listed below, if not specified in the bidding schedule:

A. Unit Prices
   Unit prices set forth in the Contract Documents;
B. Lump Sum
   Lump sum as agreed, provided that the Contractor may be required to provide a detailed cost estimate for the proposed change;
C. Time And Materials
   Time and materials basis at rates set forth in the Contract Documents or, if not specified, as follows:
   1. Labor not to exceed applicable Prevailing Rates of Wage, plus 20% for overhead, profit and all other costs incurred in supplying labor;
   2. Materials and supplies incorporated in and necessary for the work, plus 20% for overhead, profit and all other costs incurred in supplying the materials and supplies;
   3. Equipment, excluding small hand tools, at up to the maximum hourly rates set forth in the current “Rental Rate Blue Book”, at such rates as approved by the Engineer, plus 20% for overhead, profit and all other costs incurred in supplying such equipment;
   4. “Overhead” shall include, but not be limited to: field and office engineering, estimating, general superintendence, purchasing, office expense, small hand tools, all applicable taxes (except state and local retail sales tax), bonding and insurance costs, delay, acceleration or other impact and any other costs of doing business;
   5. Subcontractor’s work costs shall be calculated in accordance with subparagraphs 1 through 4 above. To the total (excluding all markups for overhead and profit) shall be added 5% for the Contractor’s supervision and overhead support;
   6. If a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be fifteen (15%).

22. INVOICES & PAYMENTS
A. The Contractor shall provide an original signed invoice, using a Port provided coversheet, and appropriate supporting documentation to the Port for approval. Each invoice shall be submitted as required by the Contract and shall reference the contract number. Invoices should be properly annotated with applicable prompt payment discounts.
B. Payment shall be made upon completion of the work, subject to approval by the Port. For work extending more than 30 days, the Contractor may submit an application for a progress payment by the first day of the month. Additionally, the certified Statement of Intent to Pay Prevailing Wages for the Contractor and each Subcontractor and an IRS Form W-9 for the Contractor must be on file with the Washington State Department of Labor & Industries before first payment can be made. The Port will review the progress estimate before payment is made. If the Port is in disagreement with the application, the Contractor shall revise and resubmit. After a consensus has been reached, payment will be made for all materials delivered on site and the portion of the work completed by the end of that month. Payment will not be made for materials stored off-site. Payment will be made within 30 days from receipt of the application or the revised application whichever applies.
C. In accordance with RCW 51.12.050, the Port reserves the right to deduct from final payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.
D. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

23. RETAINAGE
In accordance with RCW 60.28.010, the Port will retain five (5) percent of the total contract amount before sales tax. Such retained amounts shall be handled in accordance with the retainage option selected by the Contractor. Retained amounts
will be remitted to the Contractor upon receipt of a certified copy of Affidavit of Wages Paid for the Contractor and each Subcontractor, final acceptance by the Port of work performed, receipt of all necessary releases, and after any other requirements are met.

24. COMPLETION OF WORK
The Contractor shall notify the Engineer when it considers the work complete. If, upon inspection, the Port determines that all work has been completed in accordance with the terms of this Contract, the Port will accept such work, which acceptance shall be evidenced by a written letter of acceptance to the Contractor. The Port shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective work, material, or equipment or from recovering damages for the same.

25. NON-DISCRIMINATION
The Contractor shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination and equal employment.

26. BREACH, DEFAULT, TERMINATION
A. Breach: A breach of a term or condition of the contract shall mean any one or more of the following events: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract signed by the Port; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in the Port’s sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from creditors and/or debtors; (6) any receiver, trustee or similar official is appointed for Contractor or any of the Contractor’s property; and (7) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in the Port’s sole opinion, renders the Contractor unable to perform any aspect of the contract.

B. Default: A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

C. Termination for Convenience: The Port may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Contractor. Termination charges shall not apply unless they are subsequently agreed upon by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Contractor prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter may be subject to mediation and/or legal proceedings.

D. Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or the Contractor’s suppliers or subcontractors, the Port shall be entitled, by written or oral notice, to cancel and/or terminate this contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against Contractor by reason of the Contractor’s breach as provided by law.

E. Termination by Mutual Agreement: The Port or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with thirty (30) calendar days written notice from one party to the other.

27. OPPORTUNITY TO CURE DEFAULT:
A. Events: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the Port may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor’s liability for liquidated or other damages. The Port is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the Port. The Port may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor.
B. **Remedies:** If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the Port may do one or more of the following:

1. Exercise any remedy provided by law.
2. Terminate this contract and any related contracts or portions thereof.
3. Impose liquidated damages.
4. Suspend Contractor from receiving future Invitations for Bid.

28. **LEGAL FEES:**

The Contractor covenants and agrees that in the event suit is instituted by the Port for any reason or for nonperformance, breach, or default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

29. **ASSIGNMENT OF CONTRACT**

The Contractor shall not assign this contract, or subcontract the work, in whole or in part, except with the prior written consent of the Port. The Contractor shall require each subcontractor to comply with the requirements of these Contract Documents. Subcontractors will not be recognized as having a direct relationship with the Port, nor are subcontractors intended or incidental third-party beneficiaries to this Contract.

30. **CONTRACT SUSPENSION**

The Port may at any time and without cause suspend the contract or any portion thereof, for a period of not more than thirty (30) calendar days, by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from the Port.

31. **LIQUIDATED DAMAGES**

Time is of the essence in performing the contract, and the construction must be completed in all respects by the date promised or the Port will suffer harm. The Contractor agrees to pay the Port, as liquidated damages, a sum equal to 10% of the Work Order amount, excluding Washington State Sales Tax, for each and every calendar day that work remains uncompleted after the date promised. This amount shall be fixed as liquidated damages that the Port will suffer by reason of such delay, and not as a penalty. The Port shall have the right to deduct and retain the amount of such liquidated damages from any monies due the Contractor.

The Contractor shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the contract execution and that are entirely beyond the control and without the fault or negligence of the Contractor. These causes include, but are not limited to, acts of God or the public enemy, war, or national emergency making delivery temporarily impossible, or illegal acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the Contractor, fire, flood, epidemics, quarantines, or freight embargos.

32. **FORCE MAJEURE**

A. **Definition:** Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics or other similar occurrences.

B. **Notification:** If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented party from performing in accordance with this contract.

C. **Rights Reserved:** The Port reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the Port.
33. **CONFLICT AND SEVERABILITY**
   A. **Conflict**: In the event of a conflict between documents and other applicable law, the Contractor shall seek clarification from the Port as to the controlling direction. In the absence of a requested clarification, the Port shall determine, consistent with the requirements of the law, the controlling provisions.
   B. **Severability**: Any Provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

34. **ANTI-TRUST**
The Port maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Contractor hereby assigns to the Port any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to the Port under an escalation clause.

35. **NONDISCRIMINATION AND AFFIRMATIVE ACTION**
Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VII, Civil Rights Act of 1964, as may be amended: In that, “No person in the United States shall, on the grounds of race, color, national origin, sex or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.” In addition, “No otherwise qualified handicapped individual in the United States, shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance”. Further, vendors, subcontractors and suppliers, who deal with federally-assisted funds, are required to comply fully with the rules, regulations and laws of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, and 38USC 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974. The Port is an Equal Opportunity Employer.

36. **GIFTS AND GRATUITES**
In accordance with Revised Code of Washington 42.23, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services or anything of economic value in conjunction with Port business practices or to induce another Bidder to refrain from submitting a proposal. Further RCW 42.23, prohibits municipal officers, state officers or employees from receiving, accepting, taking or seeking gifts, if the officer or employee participates in contractual matters relating to the purchase of goods and services.

37. **RIGHTS AND REMEDIES**
In the event of any claim for default or breach of contract, no provision in this document or in the Bidder’s submittal shall be construed, expressly or by implication, as a waiver by the Port of any existing or future right and/or remedy available by law. Failure of the Port to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Port to insist upon the strict performance of the contract.
## INDEX TO SUPPLEMENTARY CONDITIONS

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SC-01 Supplementary Conditions

The following supplements shall modify, delete, and/or add to the General Conditions or Instructions to Bidders. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

SC-02 Liquidated Damages

Time is of the essence in performing individual Work Orders, and the construction of such must be completed in all respects by the date promised or the Port will suffer harm. For each Work Order, the Port and the Contractor shall agree on a reasonable Work Order duration. The Contractor agrees to pay the Port, as liquidated damages, a sum equal to 10% of the Work Order amount, excluding Washington State Sales Tax, for each and every calendar day that an individual Work Order remains uncompleted after the date promised. This amount shall be fixed as liquidated damages that the Port will suffer by reason of such delay, and not as a penalty. The Port shall have the right to deduct and retain the amount of such liquidated damages from any monies due to the Contractor.

SC-03 Reports of Investigations and Tests

No specific geotechnical report has been conducted for Work under this Contract. When the Contractor is assigned a Work Order in any area where previous geotechnical studies have been performed, the Port will make sure information available to the Contractor upon request.

SC-04 Documents, Order of Precedence

The specifications, the drawings, general and supplemental conditions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of conflict in the requirements and provisions as set out by the Contract, the specifications, or the drawings, such conflict shall be reconciled by the acceptance of the following order of precedence for the various Contract Documents.

A. Contract, the document bearing the signature of the PORT and the CONTRACTOR
B. Permits
C. Bid Proposal submitted by CONTRACTOR
D. Addenda, if issued
E. Supplementary Conditions
F. Technical Specifications
G. Drawings
H. Instructions to Bidders
I. General Conditions

The apparent silence of the specifications and drawings as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to prevail and that only approved material and workmanship of first quality are to be used.

SC-05 Permits – NOT USED

SC-06 CONTRACTOR’s Mobilization

Mobilization consists of preconstruction expenses, costs of preparatory work and operations, and cost of removing equipment from the work site, performed by the CONTRACTOR that are not otherwise included in the individual unit prices.

To compensate the CONTRACTOR for mobilization and demobilization costs, the CONTRACTOR shall be paid a Mobilization/Demobilization allowance equal to 5-percent of the sum of the other items used for each Work Order. The 5-percent allowance shall be computed at the conclusion of the individual Work Orders based on the sum of the actual final quantities of items used for the Work Order. The 5-percent allowance shall be computed before sales tax is applied, and shall itself be included as a taxable item. The 5-percent allowance will also be applied to any Work Order utilizing the “Additional Work for Minor Change” bid item, but the CONTRACTOR’s actual costs for mobilization/demobilization shall not be included in the Minor Change sum. The CONTRACTOR acknowledges that the 5-percent allowance is fair compensation for mobilization/demobilization regardless of how large or how small the Work Order is.

SC-07 Layout of the Work

CONTRACTOR shall be fully responsible to layout the Work, including construction staking, centerline staking, and other elements of the Work. This shall generally require the services of a surveyor hired by the CONTRACTOR to establish control points for use during construction. The PORT will only provide coordinates of known reference monuments existing before commencing Work and will not provide staking or layout services to the CONTRACTOR.
SC-08  Responsibility Criteria for Subcontractors

In accordance with RCW 39.06.020, at the time of subcontract execution the CONTRACTOR must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria as listed below and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

A.  Have a certificate of registration in compliance with chapter 18.27 RCW;
B.  Have a current state unified business identifier (UBI) number;
C.  If applicable, have industrial insurance coverage for the Bidder’s employees working in Washington as required in Title 51 RCW;
D.  If applicable, have an employment security department number as required in Title 50 RCW;
E.  If applicable, have a state excise tax registration number as required in Title 82 RCW; and
F.  Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

The contractor shall certify that this verification has occurred.

SC-09  U.S. Longshore and Harborworker’s Insurance

It is the contractor’s sole responsibility to determine if U.S. Longshore and Harborworker’s insurance is applicable to Contractor’s performance of the Work and to purchase the appropriate insurance. Contractor will hold the Port of Everett harmless and indemnify the Port for any costs or expenses it incurs due to Contractors negligent failure to procure the appropriate insurance, including, without limitation, U.S. Longshore and Harborworker’s insurance. This Supplementary Condition shall survive termination of the Contract.

SC-10  Contractor Pollution Liability

Contractor Pollution Liability will be required for this project. Minimum limits of liability will not be less than $1,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

If the Contractor Pollution Liability coverage is written on a claims-made form:
A. The retroactive date must be shown, and must be before the date of the Agreement or the start of Work.

B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Work.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement Date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after the completion of the Work.

D. A copy of the claims reporting requirements must be submitted to the Port for review.

SC-11 Vessel Coverages

This project may require the use of vessels in order to complete the project. If any type of vessels are to be used, the Contractor will be responsible for providing the following types of insurance unless the requirement is waived in writing by the Port of Everett:

A. Protection & Indemnity Insurance (P&I): All vessels will be insured for P&I. This insurance shall include coverage for the Master and members of the crew. Limits of liability shall not be less than $1,000,000. The Port of Everett shall be named by endorsement as an Additional Insured and a Waiver of Subrogation endorsement shall be provided.

B. Vessel Pollution Liability: Shall be provided with limits that are equal to the P&I limits. The Port of Everett shall be named by endorsement as an Additional Insured and a Waiver of Subrogation endorsement shall be provided.

C. Hull & Machinery Insurance: Evidence of Hull & Machinery shall be provided.

Evidence of these coverages satisfactory to the Owner must be provided prior to Contractor commencing work.

SC-12 TWIC Requirements at the Marine Terminal Facilities

A. Work for this project will be performed in a restricted area of the Port. In accordance with Department of Homeland Security federal requirements, Transportation Worker Identification Credentials (TWIC) will be required for all personnel of the Contractor, subcontractors, suppliers, and other persons that need to access this restricted area. The ability of the Contractor to meet and maintain TWIC compliance will be a condition of the contract. Failure to meet or
maintain TWIC compliance for the duration of the project will result in non-award or cancellation of the contract.

TWIC cardholders will be required to have their TWIC cards with them and available at all times. Federal regulations allow persons without a TWIC card to enter the restricted area only with an approved TWIC-cardholding escort. TWIC escorts must be approved by the Facility Security Officer, must hold a valid TWIC card, must be trained for this facility, and may only escort up to five (5) individuals. The Contractor will be responsible for ensuring TWIC compliance by its employees, subcontractors, suppliers, and any other persons the Contractor contracts with for this project. The Port of Everett will not provide escort for non-TWIC cardholders.

B. Contractors should allow a minimum of ten days after application at an enrollment center for the security threat assessment and issuance of TWIC.

C. Procedure for TWIC Issuance

1. Pre-enroll at https://universalenroll.dhs.gov to enter all of the applicants basic information and make an appointment at an enrollment center to complete the process (although appointments are not required).
2. Applicants must then visit an enrollment center where they will pay the enrollment fee and complete the TWIC application process. The applicant must bring identity verification documents to enrollment and, in case of aliens, immigration documents that verify their immigration status, so that the documents can be scanned into the electronic enrollment record.

SC-13 Price

Prices shall remain firm for the initial twelve (12) month period after contract award. The Port of Everett does not guarantee minimum or maximum purchases for any line item and it is expressly understood and agreed that the Port may utilize any combination of items from the Contractor and payment will be made on actual quantities at the contract unit price.

SC-14 Prevailing Wage Rates

The prevailing wage rates in effect for the Work under the contract will be the rate in effect upon the date of the submission of bids and will continue in effect for the first contract year. Wages paid to the employees of the selected Contractor may be altered annually to recognize and follow the wage rates in effect at the contract anniversary date. Subsequently, the contract price may be adjusted annually on each anniversary.
date, with 45 days’ notice, to reflect any changes in labor cost based on the most recent prevailing wage rates. The successful Contractor must demonstrate the adjustment of each line item in their request.

The Port will evaluate this information to determine if revising the price is considered fair and reasonable. Requests for any such changes are to be made in writing to the Contract Manager. Should the Port accept the revising pricing, a written contract modification will be issued by the Port which will institute the price adjustments, provide the new prices and establish the effective date for the new prices.

The successful Contractor shall be required to file an Intent to Pay Prevailing Wages at the beginning of the contract term and an Affidavit of Wages Paid at the end of each work order. Subcontractors will be required to file individual Intents to Pay Prevailing Wages and Affidavits of Wages Paid for each work order.

SC-15  Owner’s Manuals and Operating Instructions

For equipment and materials that are permanently incorporated in the Work, the Contractor shall provide to the Project Engineer all owner’s manuals and operating instructions furnished by the equipment or material manufacturer.

END OF SECTION
PART 4

TECHNICAL SPECIFICATIONS
PART 1 – GENERAL

1.01 SCOPE

The work included in this Contract is defined on the drawings listed in Section 00 73 00, and within these specifications under the following Division Numbers:

1.02 LOCATION (ADDRESS)

Projects are located on Port of Everett owned properties.

1.03 WORK ORDER PROCESS

This Contract involves various civil construction projects on properties owned by the Port of Everett, including, but not limited to, the Port’s Marine Terminals, Marinas, Riverside Business Park, and Blue Heron Slough. The Port will issue an individual Work Order for each separate project or piece of work. The Contractor and the Port’s Project Manager will estimate the quantities of the bid items, and will sign the Work Order as acknowledgement of the scope, schedule, and assignment of Work. Payment will be made utilizing the schedule of unit prices as bid.
1.04 WORK PERFORMED UNDER SEPARATE CONTRACTS

The Contractor shall, by way of the Engineer, familiarize itself with other contracts which have been awarded, or are about to be awarded, by the Port for other construction work in the same or immediate area. The Contractor shall coordinate the progress of its work with the established schedules for completion and phasing.

1.05 PRE-ORDERED MATERIALS

No materials or supplies have been pre-ordered for this project.

1.06 SPECIAL ALLOWANCES - NOT USED

1.07 BENEFICIAL USE/OCCUPANCY BY PORT OF EVERETT

It is the intent of the Port of Everett to occupy the project upon completion. Beneficial Occupancy by Port of Everett shall not necessarily constitute acceptance of the Work.

1.08 ENGINEERING AND INSPECTION

The Port of Everett will provide the necessary engineering and inspection work.

1.09 COORDINATION

The Work to be performed under this project involves construction within an active facility. The Contractor will coordinate its activity with Port operations, so that interference with Port activities will be minimized.

1.10 MATERIALS TESTING

Necessary materials testing shall be performed by an independent testing laboratory and paid for by the Port, unless otherwise specified. Access to the area necessary to perform the testing and/or to secure the material for testing, shall be provided by the Contractor.

1.11 SUBSTITUTIONS

The product, equipment, materials, or methods described or noted with the bidding documents are to establish a standard of quality, function, appearance, dimension, and shall be deemed to be followed by the words “or equal”. A proposed substitution shall have equal attributes in all respects and the Port shall be the sole judge of the equality of the product, equipment, materials, or methods offered in the substitution.
1.12 PROTECTION OF PROPERTY

The Contractor shall be responsible for the protection of all existing utilities, pavement and structures on or adjoining the premises. In the event of damage, such items shall be immediately repaired or replaced by the Contractor at its expense to the satisfaction of the Port of Everett.

1.13 STANDARDS


1.14 CONTRACTOR WORK HOURS

Contractor’s work hours shall be limited to Monday through Friday, 7:00 AM to 10:00 PM, and Saturday 9:00 AM to 5:00 PM. No work shall occur on Sundays or holidays.

END OF SECTION
PART 1 - MEASUREMENTS

1.01 General

A. Measurement for payment for unit price items based on unit of measurements will be made to the lines, grades, elevations, areas, volumes, or hours as determined by the Port.

B. Measurement by weight shall be with State of Washington certified accurate scales at a location or locations approved by the Port. Certified weight slips shall be provided to the Port. All bid items, which are to be measured by the ton, shall be weighed on scales certified accurate within the limits specified in Section 1-09.2 of the WSDOT Standard Specification. Scale certifications shall be supplied by the Contractor upon request by the Engineer.

C. The tonnage claimed by the Contractor for all such bid items shall be verified with weigh tickets from the material supplier. One (1) copy of the load ticket shall be given to the Port at the time of delivery and shall not be valid for payment unless each ticket has been initialed by the Port.

D. The Port reserves the right to reduce the stated tonnage for material which, in the Port's opinion, has more than the moisture content required for adequate compaction.

E. Material received at the job site but not satisfactory to the Port shall be rejected. All costs associated with the unsuitable material, including the expense of disposal in waste areas, shall be borne solely by the Contractor.

F. The costs associated with weighing shall be considered incidental to construction and all costs thereof shall be included by the Contractor in the appropriate unit bid prices for the material being weighed.

PART 2 - PAYMENT FOR BID ITEMS

2.01 General

A. The following sets forth a general description of the work covered in each bid item and may not be all inclusive. All work specifically indicated to be within these Specifications shall be performed whether or not specifically listed under an item description.

B. The unit price paid per ton for these items and the quantities listed in the Schedule of Prices shall include all labor and equipment associated with the furnishing and loading of these materials into truck or trucks and placement as designated in the individual work orders.
2.02 ITEM 1 – CLASS B ASPHALT: 1 – 25 TONS (NOT INCLUDING JOINT SEALING)

The unit price paid per ton for this bid item shall include all labor and equipment associated with the furnishing, hauling, placing, spreading, and compacting the material. This price does not include joint sealing or tack coat which will be paid as separate items. This item is primarily for small areas of pavement and pothole repairs.

2.03 ITEMS 2 THROUGH 4 – HOT MIX ASPHALT CLASS 3/8”

The unit price paid per ton for these items and the quantities listed in the Schedule of Prices shall include all labor and equipment associated with the furnishing, hauling, placing, spreading, compacting and joint sealing the edges where new material meets existing pavement. The unit price shall also include tack coat.

2.04 ITEM 5 THROUGH 8 - ASPHALT TACK COAT AND ASPHALT SEAL COAT

The unit price paid per square yard for this item shall include all material, labor and equipment associated with the furnishing, hauling and placing of the material.

2.05 ITEM 9 AND 10 – CEMENT CONCRETE EXTRUDED CURB

The unit price paid per lineal foot for this item shall include all material, labor and equipment associated with the furnishing, hauling and placing of the material for City of Everett Type 305-D extruded cement concrete curbs.

2.07 ITEMS 11 AND 12 - CRUSHED SURFACING TOP COURSE – PLACED AND COMPACTED

The unit price paid per ton for these items shall include all labor and equipment associated with the furnishing, hauling, placing, spreading and compacting of the crushed surfacing.

2.08 ITEMS 13 AND 14 – GRAVEL BORROW – PLACED AND COMPACTED

The unit price paid per ton for these items shall include all labor and equipment associated with the furnishing, hauling, placing, spreading and compacting of the aggregate for gravel base.

2.09 ITEMS 15 AND 16 - BALLAST

The unit price paid per ton for these items shall include all labor and equipment associated with the furnishing, hauling, placing, spreading and compacting of the crushed ballast.
2.10 ITEM 17 AND 18 - CRACK OR JOINT SEALING

The unit price paid per linear foot for this item shall include all material, labor and equipment associated with the furnishing and placing crack sealant along existing cracks or joints. The joint sealant shall be a thick, continuous coat which covers all of the joint 3” to 4” wide. The sealant shall be immediately covered with a coating of clean dry sand before drying so that the sand remains embedded in the sealant.

2.11 ITEM 19 THROUGH 22 - CONCRETE SAW CUTTING

The unit price paid per lineal foot for these items shall include all work, labor and equipment associated with the cutting of existing concrete.

2.12 ITEM 23 AND 24 - CONCRETE REMOVAL INCLUDING OFF SITE DISPOSAL

The unit price paid per in-place cubic yard for these items shall include all work, labor and equipment associated with the removal of the existing concrete, hauling and disposal of the waste material at a legal disposal site.

2.13 ITEM 25 THROUGH 28 - ASPHALT SAW CUTTING

The unit price paid per lineal foot for these items shall include all work, labor and equipment associated with the cutting of existing asphalt.

2.14 ITEMS 29 AND 30 - ASPHALT REMOVAL INCLUDING OFF SITE DISPOSAL

The unit price paid per in-place cubic yard for this item shall include all work, labor and equipment associated with the removal, hauling and disposal of the waste material at a legal disposal site.

2.15 ITEMS 31 THROUGH 34 - PROFILING/GRINDING ASPHALT

The unit price paid per square yard for this item shall include all work, labor, and equipment use associated with the profiling, grinding, removal of grindings, hauling and disposal of the grindings, and sweeping necessary to remove all traces of debris. All cleanup, including sweeping, shall be incidental to the bid item unit price.

2.16 ITEM 35 AND 36 - SOIL STABILIZATION FABRIC

The unit price paid per square yard for this item shall include all work, labor and equipment associated with the furnishing, hauling and placing of the soil stabilization fabric.
2.17 ITEM 37 - COMMON EXCAVATION OF NON-CONTAMINATED NATIVE MATERIAL INCLUDING DISPOSAL

The unit price paid per cubic yard for this item shall include all labor, materials, and equipment associated with the removal of existing material, including excavation, hauling, dumping of the waste material off site at a legal disposal facility. Volume shall be measured in place, on site, not in trucks, spoil piles, etc.

2.18 ITEM 38 AND 39 - PREPARATION OF GRADE

The unit price paid per square yard for this item shall include all labor and equipment associated with the preparation of the subgrade for the acceptance of the asphalt paving, including grade staking, watering, removal of surplus material within the roadway section, and compaction.

2.19 ITEMS 40 AND 41 - ASPHALT OVERLAY FABRIC

The unit price paid per square yard for this item shall include all labor, materials, and equipment associated with the furnishing, hauling and placing of asphalt overlay fabric including all required preparation such as cleaning and tack coat, etc.

2.20 ITEMS 42 THROUGH 44 – PAVEMENT 4” PAINT LINE

The unit prices per linear foot shall include all labor, materials, and equipment associated with the paint stripe on finished pavement surface, including cleaning.

2.21 ITEM 45 - BRUSH CLEANING OF PAVEMENT SURFACE BY SWEEPER

The unit price per hour shall include all labor, materials, and equipment associated with brush sweeping existing pavement surfaces as directed by the Engineer. The unit price also includes the cost of waste disposal.

2.22 ITEM 46 - WATER CLEANING OF PAVEMENT SURFACE BY WATER TRUCK

The unit price per hour shall include all labor, materials, and equipment associated with water jet cleaning of existing pavement surfaces as directed by the Engineer.
2.23 ITEM 47 - VACUUM CLEANING OF PAVEMENT SURFACE BY SWEEPER

The unit price per hour shall include all labor, materials, and equipment associated with vacuum sweeping of existing pavement surfaces as directed by the Engineer. The unit price also includes the cost of waste disposal.

2.24 ITEM 48 - OIL/WATER SEPARATOR CLEANING

The unit price per hour shall be on a per manhour basis and shall include all labor, equipment, and incidentals associated with cleaning oil/water separators.

2.25 ITEM 49 – CHAIN LINK FENCE AND GATE REPAIRS

The unit price per hour shall be on a per manhour basis and shall include all labor, equipment, and incidentals associated with repairing existing chainlink fences and gates. Materials incorporated into the repairs, if necessary, shall be paid under the “Additional Work for Minor Change” bid item.

2.26 ITEMS 50 THROUGH 53 – STRUCTURE ADJUSTMENTS

The unit prices per each for Items 48 through 51 shall include all labor, materials, and equipment necessary to raise the structure grade as directed by the Engineer. The costs associated with removal and replacement of paving materials shall be paid under the other appropriate Bid Items.

2.27 ITEM 54 – CATCH BASIN AND MANHOLE CLEANING

The unit price per hour shall be on a per labor hour basis and shall include all labor, equipment, and incidentals associated with cleaning catch basin and manholes. The unit price also includes the cost of waste disposal.

2.28 ITEMS 55 THROUGH 61 – DRAINAGE STRUCTURES

The unit prices per each for items 53 through 59 shall include all labor, materials, and equipment associated with the installation of the structures in accordance with the City of Everett Design and Construction Standards and Specifications for Development and also Section 7-05 of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The installation shall include excavation, installation, risers, grouting, pipe connection, and backfill. Hauling and disposal of excess and/or unsuitable excavated materials shall be included in the unit price. Pavement repair shall be paid under other bid items.
2.29 ITEMS 62 THROUGH 65 – CURB RAMPS

The unit price per each for this item shall include all work, labor, materials, and equipment associated with removing existing sidewalk, curb and gutter, and existing pavement if required and construction of the curb ramp in accordance with the City of Everett Standard listed with the bid item as well as WSDOT Standard 8-14.3(3).

2.30 ITEM 66 – PIPE CONNECTION TO EXISTING STORM DRAIN STRUCTURE

The unit price paid per each for this item shall include penetration of existing structures, attachment of pipe, and grouting (or repair) of the penetration. Excavation, backfill, and other related work shall be paid under separate bid items.

2.31 ITEM 67 – PIPE CONNECTION TO EXISTING SANITARY SEWER STRUCTURE

The unit price paid per each for this item shall include penetration of existing structures, attachment of pipe, and grouting (or repair) of the penetration. Excavation, backfill, and other related work shall be paid under separate bid items.

2.32 ITEM 68 – 2” – 4” QUARRY SPALL

The price paid per ton for this bid item shall include all labor and equipment associated with the furnishing, hauling, placing, spreading, grading, and compaction of the material.

2.33 ITEMS 69 AND 70 – RUNWAY RATED CATCH BASIN

The unit price paid per each for these items shall include all labor, equipment, and materials associated with designing, furnishing, and installing runway rated catch basins including excavation, installation, pipe connection, risers, grouting and backfill. Hauling and disposal of excess and/or unsuitable excavated materials shall be included in the unit price. Pavement repair shall be paid under other bid items.

2.34 ITEM 71 – LOADING AND HAULING EXCAVATION SPOILS

The unit price paid per hour for this item shall include all work, labor, and equipment use necessary to load one 10 CY dump truck with trailer with Port owned excavation spoils and convey the material to a Port designated disposal site. The disposal site shall be within a 50 mile radius of the location where the spoils are loaded. The work hours shall be calculated as the number of hours beginning when the truck arrives at the loading site and loading begins. The hours end when the truck has deposited its last load of the day at the disposal site. Mobilization of the truck and loading equipment to and from the work site shall not be included in the quantity of hauling hours. The labor and equipment costs to load the truck, or trucks, shall be incidental to the bid item hourly rate.
2.35 ITEMS 72 AND 73 – 12” WIDE WHITE PLASTIC STRIPE

The unit price paid per linear foot for this item shall include all labor, materials, and equipment use necessary for application of 12” wide liquid hot applied thermoplastic striping on finished pavement surfaces including thorough cleaning of the surfaces and application of glass beads.

2.36 ITEM 74 – THE WORD “STOP” IN WHITE PLASTIC TRAFFIC LETTERS

The unit price paid per each for this item shall include all labor, materials, and equipment cost for application of liquid hot thermoplastic on finished pavement surfaces to form the word “STOP”. The unit price includes all four letters of the word. The item includes thorough cleaning of the pavement and application of glass beads. The hot plastic shall be applied using a stencil to form the word.

2.37 ITEM 75 – CEMENT CONCRETE SIDEWALK

The unit price paid per square yard for this item shall include all labor, equipment, and materials associated with construction of sidwalk in accordance with City of Everett Standard Detail #306. Width of sidewalk to be determined by the Engineer.

2.38 ITEM 76 – CEMENT CONCRETE CURB AND GUTTER

The unit price paid per linear foot for this item shall include all labor, equipment, and materials associated with construction of curb and gutter in accordance with City of Everett Standard Detail #306. Length of curb and gutter to be determined by the Engineer.

2.39 ITEM 77 – ADDITIONAL WORK FOR MINOR CHANGE

Additional Work for Minor Change is the Work performed on a reimbursable basis. The Contractor shall provide proof of labor costs with payroll records indicating the hourly pay rate for each craftsman performing work including the worker’s benefits. The Contractor shall provide proof of material costs with original invoices from the suppliers. The Engineer shall determine hourly rates for equipment use by referring to Blue Book Rental Rates. The Contractor shall be reimbursed for these costs related to the work per Article 21 of the General Conditions.

END OF SECTION
PART 1 – GENERAL

1.01 GENERAL

A. All materials, equipment, and methods shall be submitted for approval. The information submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results, and other information specified herein.

1.02 CONTRACTOR’S RESPONSIBILITIES

A. The CONTRACTOR shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal.

B. The CONTRACTOR shall verify that the material and equipment described in each submittal conform to the requirements of the specifications and contract drawings. If the information shows deviations from the specifications or contract drawings, the CONTRACTOR shall, by written statement accompanying the information, identify the deviations and state the reason therefor.

C. The CONTRACTOR shall ensure that there is no conflict with other submittals and notify the ENGINEER in each case where his submittal may affect the work of others.

D. The CONTRACTOR shall be responsible for the coordination of submittals by the subcontractors.

E. Submittals shall be made in a timely manner to allow review by the ENGINEER. Work performed by the CONTRACTOR without accepted submittals related to such work shall be considered as having been performed by the CONTRACTOR at his own risk. If related submittals are found not acceptable, the CONTRACTOR shall remove or correct work related to such unacceptable submittals, to the satisfaction of the ENGINEER.

F. Where applicable, submittals shall be stamped by an appropriate engineer registered in the state of Washington.

G. The CONTRACTOR shall determine submittals to be reviewed by others including the City of Everett and utility owners and allow adequate time for their review and concurrence.
1.03 TRANSMITTAL PROCEDURE

A. General:

1. Submittals regarding material and equipment shall be accompanied by transmittal form prepared by the CONTRACTOR. A separate form shall be used for each item, class of material, piece of equipment specified in separate sections for which the submittal is required. Submittals for several items shall be made with a single form when the items together constitute a manufacturer’s package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

2. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: “XXX”; where “XXX” is the sequential number assigned by CONTRACTOR. Resubmittals shall have the following format: “XXX-Y”; where “XXX” is the originally assigned submittal number and “Y” is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. “Submittal 025B”, for example, is the second resubmittal of “Submittal 025”.

B. Deviation from Contract: If the CONTRACTOR proposes to provide material or equipment which does not conform to the specifications and contract drawings, he shall indicate so under “deviations” on the transmittal form accompanying the submittal. He shall explain the reason for the change, shall include cost differential, and shall request a change order to cover the deviations.

C. Submittal completeness: Submittals which do not have adequate information are not acceptable and will be returned without review.

1.04 FORWARDING SUBMITTALS

A. Drawings:

1. Submit sepia reproducible and three opaque reproductions. Roll reproducible; do not fold. The reproducible and one reproduction will be returned to the CONTRACTOR.

2. Drawings shall be 22 inches by 34 inches.
3. Standard submittal sizes shall be 8-1/2 by 11 inches, 11 by 17 inches, and 22 by 34 inches.

B. Product data: Submit the number of copies which the CONTRACTOR requires plus three which will be retained by the ENGINEER.

C. Samples: submit the number or quantity stated in the specification section.

D. Certifications: certificates will be acknowledged. No copy will be returned.

1.05 REVIEW PROCEDURE

A. Within 30 calendar days after receipt of the submittal, the ENGINEER will review the submittal and return the marked-up reproducible original, unless otherwise specified.

B. The returned submittal will indicate one of the following actions:

1. If the review indicates that the material, equipment, or work method is in general conformance with the design concept and complies with the contract drawings and specifications, the submittal copies will be marked “NO EXCEPTIONS TAKEN.” In this event the CONTRACTOR may begin to implement the work method or incorporate the material or equipment covered by the submittal, provided that the specified corrections are made to the submittal.

2. If the review indicates that the submittal is insufficient or that limited corrections are required, the submittal copies will be marked “FURNISH AS CORRECTED.” The CONTRACTOR may begin implementing the work method or incorporating the material or equipment covered by the submittal, in accordance with the noted corrections. Where submittal information will be incorporated in operation and maintenance data, a corrected copy shall be provided within 30 days, otherwise no further action will be required.

3. If the review reveals that the submittal is insufficient or contains incorrect data, the submittal copies will be marked “CONFIRM.” If the comments are of a nature that can be confirmed without a resubmittal, the submittal copies will be further marked “CONFIRM.” If the comments require a revision and resubmittal, the submittal copies will be further marked “REVISE AND RESUBMIT.” Except at his own risk, the CONTRACTOR shall not undertake work covered by this submittal until the attached comments have been either confirmed by a separate
written communication or the submittal has been revised, resubmitted, and returned marked either “NO EXCEPTIONS TAKEN” or “FURNISH AS CORRECTED.”

4. Submittals may be marked “REJECTED” for not complying with requirements.

1.06 EFFECT OF REVIEW OF CONTRACTOR’S SUBMITTALS

A. Review of drawings, methods of work, or information regarding materials or equipment the CONTRACTOR proposes to provide shall not relieve CONTRACTOR of his responsibility for errors therein and for failure to comply with the Contract Drawings and Specifications and shall not be regarded as an assumption of risks or liability by the PORT, or by any officer, employee or consultant of the PORT. CONTRACTOR shall have no claim under the Contract because of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of “NO EXCEPTIONS TAKEN” or “FURNISH AS CORRECTED” shall mean that the PORT has no objection to the CONTRACTOR using the plan or method of work proposed, or providing the materials or equipment proposed.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION
PART 1 - GENERAL

1.01 SAMPLING AND TESTING

A. All of the Work under this contract shall be fully tested and inspected in accordance with the Plans and Specifications. No materials shall be placed or installed without prior acceptance by the ENGINEER, based on test and inspection results.

B. All sampling and testing necessary to secure initial approval of materials shall be the CONTRACTOR's responsibility. All subsequent sampling and testing required as the Work progresses to ensure proper and continued control of materials, will also be the responsibility of the CONTRACTOR.

C. The CONTRACTOR shall furnish all labor and materials for the sampling and testing for which the CONTRACTOR is responsible and all such costs for labor and materials shall be borne by the CONTRACTOR.

D. All on-site testing and inspection shall be the responsibility of the PORT.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION
PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities: Lighting, water, and sanitary facilities.

B. Temporary Controls: Barriers, enclosures and fencing, protection of the work, and water control.

C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.02 RELATED SECTIONS

A. Section 01 70 00 - Contract Closeout

1.3 TEMPORARY SANITARY FACILITIES

A. Provide and maintain at least one portable sanitary unit on the site at all times.

1.04 BARRIERS

A. Provide barriers to clearly indicate entry to construction area and prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.05 FENCING

A. Maintain existing fences and gates.

1.06 PROTECTION OF INSTALLED WORK

A. Protect installed work and provide special protection where specified in individual specification sections.

1.07 SECURITY

A. Coordinate security requirements with PORT. CONTRACTOR to provide security and facilities to protect work and construction storage.
1.08 ACCESS ROADS
   A. Provide and maintain access roads required for execution of the work.

1.09 PARKING
   A. When site space is not adequate, provide additional off-site parking.

1.10 PROGRESS CLEANING
   A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
   B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.
   C. Keep Port and City streets clean. No flushing or washing shall be allowed.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION
PART 1 - GENERAL

1.01 RELATED SECTIONS

A. Section 01 50 00 – Temporary Facilities.

1.02 SUBMITTALS

A. Closeout Submittals:

1. Contract Record Documents: Submit one copy of Specifications and Drawings marked as follows:

   a. Each sheet or page of Contract Specifications and Drawings with "CONTRACT RECORD DOCUMENT".

   b. Describe conditions which deviate from Contract issue of these documents. Use red indelible pens for record-marking devices. Indicate changes made by Field Order or Change Order.

   c. Deliver documents with transmittal letter indicating date of transmittal, Contract title and number, CONTRACTOR’s name and address, title of each Contract record document, and signature of CONTRACTOR certifying that said documents are true and complete record of execution of Work.

B. Warranty documentation as described in the Contractor Documents.

1.03 PREPARATION FOR FINAL INSPECTION

A. Before requesting final inspection for acceptance of the Work by PORT, inspect, clean, and repair the Work as required.

1.04 FINAL INSPECTION

A. When CONTRACTOR considers Work is complete, submit written certification that:

   1. Contract Documents have been reviewed.
   2. Work has been inspected for compliance with Contract Documents.
   3. Work has been completed in accordance with Contract Documents.
   4. Work is ready for final inspection.
B. ENGINEER will inspect to verify status of completion with reasonable promptness after receipt of such certifications.

C. If ENGINEER finds incomplete or defective work:
   1. ENGINEER will promptly prepare a punchlist and notify CONTRACTOR in writing, listing incomplete or defective Work.
   2. CONTRACTOR shall take immediate steps to remedy stated deficiencies and send second written certification to ENGINEER that Work is complete.
   3. ENGINEER will re-inspect Work.

D. When ENGINEER finds Work is acceptable, he will request CONTRACTOR to make closeout submittals as specified herein before.

1.05 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to ENGINEER.

B. Statement shall reflect all adjustments to the Contract sum:
   1. The original Contract sum.
   2. Additions and deductions resulting from:
      a. Previous change orders.
      b. Allowances.
      c. Unit prices.
      d. Deductions or uncorrected work.
      e. Penalties.
      f. Deductions for liquidated damages.
      g. Deductions for re-inspection payments.
      h. Other adjustments.
   3. Total Contract sum, as adjusted.
   4. Previous payments.
   5. Sum remaining due.

C. ENGINEER will prepare a final change order, reflecting approved adjustments to the Contract sum which were not previously made by change orders.
PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 FINAL CLEANUP

A. At the completion of the Work, leave the premises in a neat, unobstructed condition, and everything in repair and adjustment.

B. Remove all tools, materials, and equipment from the premises as soon as possible, upon completion of the Work of the Contract.

END OF SECTION
PART 1 - GENERAL

1.01 DESCRIPTION

A. The provisions herein shall apply to concrete and asphalt removal, excavation, preparation of subgrade, placing gravel borrow, ballast, crushed surfacing, hot-mix asphalt pavement, crack sealing and adjustment of existing structures.

B. Existing improvements, adjacent property, utilities and other facilities, shall be protected from injury or damage resulting from the Contractor's operations.


1.02 PROTECTION OF EXISTING FLORA

A. All trees and shrubs found suitable for improvement and beautification, which will not interfere with the work or cause disintegration of the improvements shall not be disturbed.

1.03 BARRICADES

A. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations.

B. Lighted barriers shall also be placed along excavations from one hour before sunset each day to one hour after sunrise of the next day until such excavation is entirely refilled, compacted and/or work completed. All excavations shall be barricaded in such a manner as to prevent person or persons from entering any excavation site public or private.

PART 2 - MATERIALS

2.01 GRAVEL BASE & BALLAST

A. The Contractor shall meet the requirements as set forth in Section 4-02 Gravel Base and Section 4-04 Ballast and Crushed Surfacing of the Standard Specifications for gravel borrow.

B. The material shall be placed where directed by the Port, the Contractor shall furnish and place the gravel base and ballast in accordance with these Contract Documents and the Standard Specification as set forth above. The Contractor
shall select the source, but the source and the quality of the material shall be approved by the Port.

C. Gravel base and ballast shall be placed in horizontal lifts not exceeding eight (8) inches in compacted depth.

2.02 SOIL STABILIZATION FABRIC

A. Where directed by the Port, the Contractor shall place a geotextile fabric over the existing subgrade with a minimum of a twenty-four (24) inch overlap.

B. The geotextile fabric shall be a non-woven polypropylene fabric. The fiber filaments shall be continuous filaments and shall be bonded by the needle punching bonding method.

C. All rolls of material delivered to the site shall be properly packaged per the manufacturers recommendation. The material shall be AMOCO Non-Woven Construction Fabric #4557 or an approved equivalent.

2.03 CRUSHED SURFACING TOP COURSE

A. Crushed surfacing top course shall meet the requirements as outlined in Section 9-03.9(3) of the Standard Specifications.

B. The material shall be placed where directed by the Port, the Contractor shall furnish and place the crushed surfacing top course in accordance with these Contract Documents and the Standard Specifications as set forth above. The Contractor shall select the source, but the source and the quality of the material shall be approved by the Port. Crushed surfacing top courses shall be placed at a minimum of two (2) inches compacted depth.

2.05 HOT MIX ASPHALT

A. The Contractor shall furnish and place Hot Mix Asphalt in accordance with Section 5-04 Hot Mix Asphalt of the Standard Specifications or as set forth in these Contract Documents.

B. The Port reserves the right to modify the gradation to provide for a finer mix if the conditions warrant doing so. The price for the modified mix shall be the same as for the Standard Specification mix.

D. Should the amount of asphalt incorporated into the mix be reduced by more than 0.3% below the minimum listed, an adjustment in payment shall be made. The
adjustment in payment shall be based on average refinery prices established at the time this contract is executed.

D. Temperatures shall not exceed 325 degrees Fahrenheit at the discharge of the plant nor be less than 185 degrees Fahrenheit leaving the spreader box.

E. Pavement being placed three (3) inches thick and less shall be placed in one lift. Pavement greater than three (3) inches thick shall be placed in successive lifts, no single lift shall exceed three (3) inches in thickness. All measurements of lifts given shall be compacted measurements.

F. The acceptable level of compaction shall be a minimum average compacted density of 92 percent of the maximum density as determined by WSDOT Test Method 716.

G. On curb and gutter streets, the seam between the new asphalt and the gutter shall be sealed after paving. The cost of this sealing shall be considered incidental to the cost of placing the asphalt.

H. Periodic compliance tests will be made by the Port at no cost to the Contractor to confirm that compaction is meeting the requirements set forth above.

I. Control lots not meeting the prescribed minimum density standard shall be removed and replaced with satisfactory material. At the option of the Port, non-complying material may be accepted at a reduced price.

J. Subsequent compaction tests required to confirm that the re-working methods has brought up the asphalt pavement to the specified density shall be paid for by the Contractor. The Contractor's confirmation tests shall be performed in accordance to these Contract Documents.

2.06 ASPHALT OVERLAY FABRIC

A. Where directed by the Port, the Contractor shall place a geotextile fabric over the existing road surface. The fabric shall be placed with a twenty-four (24) inch overlap.

B. The geotextile fabric shall be a non-woven polypropylene fabric with continuous filaments and shall be bonded by the needle punching bonding method.

C. All rolls of material delivered to the site shall be properly packaged per the manufacturers recommendation. The material shall be AMOCO Non-Woven Construction Fabric #4599 or an approved equivalent.
E. The Contractor shall place a layer of tack coat material over the existing road surface as recommended by the Port and/or fabric manufacturer. Tack coat material used shall be as specified in Division 2 of these Specifications.

2.07 ASPHALT FOR TACK COAT

A. Asphalt used for tack coat for an asphalt overlay shall be CSS-1 and shall not be cut back more than 50%. The tack coat asphalt shall be applied uniformly over the roadbed at a rate of 0.06 gallons per square yard at temperature 100 degrees Fahrenheit and shall be allowed to set to a tacky state prior to applying asphalt pavement Class B. Tack coat asphalt used around castings, edge of gutter and seams of asphalt paving shall be considered incidental to the cost of the asphalt paving.

2.08 ASPHALT FOR SEAL COAT AND CRACK SEALING

A. The material used for seal coat and crack sealing shall be sand slurry consist of approximately 20% CSS-1 emulsified asphalt, approximately 2% Portland cement, water (if required), and the remainder clean U.S. No. 4-0 paving sand. Sand must be applied as necessary to prevent the pickup of the sealant by any traffic. All cracks identified by the Port to be filled shall be cleaned by removing all dirt and vegetable matter and shall be cleaned and free from moisture to a depth of 3/8 inch by blowing with air jets as directed by the Port. All cracks from 1/4" wide and above shall be filled prior to overlaying an existing street, as directed by the Port.

2.09 CURBS

A. Cement Concrete Curbs shall be the same as Type 305E of the City of Everett Design and Construction Standards and Specifications for Development, Public Works Extruded Cement Concrete Curb.

B. Asphalt Concrete Curbs shall be the same as Type 305D of the City of Everett Design and Construction Standards and Specifications for Development, Public Works Extruded Asphalt Concrete Curb.

2.10 RUNWAY RATED CATCH BASINS

A. Runway Rated Catch Basins are to be Type B sized structures with a runway load rating. Catch basins are to be load rated for a 65,000 pound wheel load or FAA recommended airport loading, whichever produces the greatest load effect. Structures are to be designed in accordance with live load factor requirements in the most current version of ASHTO Standard Specification of Highway Bridges. The installation shall comply with Section 7-05 of the WSDOT Standard.
Specifications. The engineered design shall be the responsibility of the Contractor and/or the manufacturer.

2.11 STORM DRAIN STRUCTURES

A. Storm drain structures shall be manufactured and installed in accordance with the City of Everett Design and Construction Standards and Specifications for Development and also Section 7-05 of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

2.12 CURB RAMPS

A. Construction of the curb ramps shall be in accordance with the City of Everett Standard listed with the bid item as well as WSDOT Standard 8-14.3(3).

2.13 WHITE PLASTIC PAVEMENT MARKINGS

A. The plastic pavement markings shall be Type A Liquid Hot Applied Thermoplastic and Glass Beads in accordance with WSDOT Standard Specifications 9-34.3 for plastic and 9-34.4 for glass beads.

PART 3 - EXECUTION

3.01 CONCRETE REMOVAL

A. Where directed by the Port, existing concrete slabs shall be removed with a method approved by the Port. Care must be taken not to disturb or damage any existing underground utilities during demolition of the concrete. The thickness of the slabs vary from 4" to 12".

3.02 COMMON EXCAVATION

A. Excavation shall comprise and include the satisfactory loosening, removing, loading, transporting, depositing and compacting in the final location all materials, wet and dry, necessary to be removed. All excavated materials which are not required for fill and backfill, or which are unsuitable for fill or backfill, shall be disposed of by the Contractor, at the Contractor's expense and responsibility and in a manner acceptable to the Port.

B. The measurement for common excavation by the cubic yard will be based on the original ground elevations recorded prior to actual excavation and alignment, profile, grade and roadway section as staked by the Port.

C. No surplus material shall be dumped on private property.
D. During construction, excavation and filling shall be performed in a manner and sequence that will allow drainage at all times.

E. Rocks, broken concrete, or other solid materials which are larger than 4 inches in greatest dimension, shall not be placed in fill areas and shall be removed from the site by the Contractor at no additional cost to the Port.

3.03 ASPHALT REMOVAL

A. Where directed by the Port, the Contractor shall remove the existing pavement such as asphalt concrete, bituminous road mix, multiple lift bituminous surface treatment and any other combinations of above described components, placed upon an earth or granular subgrade located within the excavation area.

B. The debris shall be conveyed by the Contractor to a legal disposal site at no additional cost to the Port.

3.04 SUBGRADE PREPARATION

A. The Contractor shall meet the requirements as outlined in Section 2-06 of the WSDOT Standard Specifications, for Subgrade Preparation.

B. It shall be the responsibility of the Contractor to accomplish the specified compaction for the subgrade materials and to control all operations of this work.

C. Periodic compliance tests will be made by the Port at no cost to the Contractor to confirm that compaction is meeting the requirements set forth above.

D. If the compaction tests fail to meet the requirements set forth, the Contractor shall re-compact the area to bring the density up to the specified level.

E. Subsequent compaction tests required to confirm that the re-compacting methods has brought up the subgrade to the specified density shall be paid for by the Contractor. The Contractor's confirmation tests shall be performed in accordance to these Contract Documents.

F. The Contractor shall provide any crown and grade stakes required for drainage.

G. The limits of subgrade preparation shall be from the edge of pavement to edge of pavement and shall extend the entire length of the paved roadway. On curb and gutter streets the limits shall be from the edge of gutter to edge of gutter.
3.05 EXCESS MATERIAL

A. Excess excavated material shall be disposed of by the Contractor, at the Contractor's own expense on property not owned by the Port of Everett.

3.06 PAVEMENT EDGE

A. Except where the new asphalt is to be placed next to existing concrete curb and gutter, the outside (shoulder) edge shall be uniform in alignment and thickness.

3.07 ASPHALT MEET LINES

A. All meet lines between passes of asphalt shall be uniform, with the edges vertical and at the desired thickness. If the subsequent passes are not completed within 48 hours of each other or the edges are extremely contaminated as discerned by the Port, the meet lines shall be sprayed with tack coat as described above. Meet lines shall be offset six (6) inches to twelve (12) inches from meet lines of previous lifts. All meet lines shall be offset at least six (6) inches from centerline.

3.08 ASPHALT NEXT TO CONCRETE CURB AND GUTTER

A. Where new asphalt is to be placed next to existing concrete curb and gutter as an overlay, the asphalt overlay shall be sloped from a thickness of no more than 3/4 inch above the face of the concrete gutter to the desired thickness of the overlay a distance of two (2) feet away. Where new asphalt is to be placed next to existing curb and gutter over a prepared roadbed, the sub-base shall be graded to provide for full thickness asphalt up to the face of the gutter, with the top of the completed asphalt being at, or slightly above the face of the gutter. Tack coat shall be applied on the face of the gutter prior to placing and compaction of the asphalt. Asphalt sealant shall be placed along the seam between the asphalt and concrete curb and gutter and approved by the Port. Materials and labor to accomplish this work shall be incidental to Asphalt Pavement Class B.

3.09 ADJUSTMENT OF EXISTING STRUCTURES

A. Adjusting castings to finished grade shall be accomplished by methods conforming to the 2016 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

3.10 LOADING AND HAULING OF EXCAVATED SPOILS

A. To deal with soils excavated from areas where contaminants may potentially be present, the Port has instituted the policy of stockpiling excavation spoils for sampling and characterization. After test results are received, the spoils are then
transported to the proper disposal site. This per hour bid item is for dump truck with trailer loading and hauling of the excavated spoils to the Port designated disposal site.

3.11 WHITE PLASTIC PAVEMENT MARKINGS

A. Plastic pavement markings shall have clean, neat edges. Type A liquid hot applied thermoplastic shall be applied in accordance with WSDOT Standard Specification 8-22 Pavement Marking. 12” wide lines shall be used primarily for stop bars and crosswalks. The word “STOP” shall be used at stop bars. The letters of the word “STOP” shall consist of 3 ½” wide lines. The letters shall be 18” tall and 12” wide. Glass beads shall be applied immediately after application of plastic while plastic is still hot and liquid.

END OF SECTION
PART 5

APPENDICES
APPENDIX A

CITY OF EVERETT
DESIGN AND CONSTRUCTION STANDARDS
EXTRUDED ASPHALT CONCRETE CURB

ASPHALT WEDGE CURB
EXTRUDED CEMENT CONCRETE CURB SECTION

NOTES:

1. CUT OR SAWED JOINTS SHALL BE PLACED NOT TO EXCEED 15’ ON CENTER. THRU JOINTS SHALL BE PLACED ONLY AT POINTS OF TANGENCY ON STREET ALLEY AND DRIVEWAY RETURNS AND WHERE THRU JOINTS OCCUR IN THE PAVEMENT SLAB.

2. CONCRETE SHALL BE COMMERCIAL MIX AS CALLED OUT IN WSDOT STD SPECS.

3. CONCRETE CURBS WILL BE ANCHORED TO THE EXISTING PAVEMENT BY USING AN ADHESIVE. THE ADHESIVE SHALL MEET THE REQUIREMENTS OF SECTION 9-26.1 OF THE WSDOT/APWA STANDARD SPECIFICATIONS FOR TYPE II EPOXY BONDING AGENT.
NOTES:

1. DETECTABLE WARNING PATTERN AREA SHALL BE YELLOW IN COMPLIANCE WITH WSDOT/APWA STANDARD SPEC SECTION 8-14.3(3).

2. CURB RAMPS SHALL NOT BE Poured INTEGRAL WITH SIDEWALK AND SHALL BE ISOLATED FROM ADJACENT SIDEWALK BY A 3/8" FULL DEPTH EXPANSION JOINT.

3. GUTTER SECTION AT CURB RAMP SHALL NOT BE Poured INTEGRAL WITH ADJACENT GUTTER SECTIONS AND SHALL BE ISOLATED BY A 3/8" FULL DEPTH EXPANSION JOINT.

4. CURB RAMP AND GUTTER SECTION AT CURB RAMP MAY BE Poured AS AN INTEGRAL SECTION.

5. TYPE A-1 INTEGRAL CURB AND GUTTER PER CITY STD DWG 305A.

6. FOR RETROFIT INSTALLATION SAWCUT AND REMOVE EXISTING SIDEWALK, CURB AND GUTTER SECTION ALONG NEW EXPANSION JOINT LOCATION. SAWCUT EXISTING PAVEMENT AS REQUIRED FOR FORMING OF NEW CURB AND GUTTER. PATCH PAVEMENT AS REQUIRED.

7. FLUSH WITH GUTTER (NO LIP PERMITTED)

8. MID BLOCK CROSSINGS OF STREETS WITH STOP CONTROL ARE ALLOWED 2% MAX CROSS SLOPE AND 5% RUNNING SLOPE. CROSSINGS WITHOUT STOP CONTROL ARE LIMITED TO A 5% MAX SLOPE IN EITHER DIRECTION. REFER TO GUIDELINES FOR ACCESSIBLE PUBLIC RIGHTS-OF-WAY.

9. A MIN OF 4' OF THE RAMP WIDTH MUST FALL WITHIN THE CROSS WALK SERVED BY THE RAMP.
NOTES:

# DETECTABLE WARNING PATTERN AREA SHALL BE YELLOW IN COMPLIANCE WITH WSDOT/APWA STANDARD SPEC SECTION 8-14.3(3).

2 CURB RAMPS SHALL NOT BE POURED INTEGRAL WITH SIDEWALK AND SHALL BE ISOLATED FROM ADJACENT SIDEWALK BY A 3/8" FULL DEPTH EXPANSION JOINT.

3 GUTTER SECTION AT CURB RAMP SHALL NOT BE POURED INTEGRAL WITH ADJACENT GUTTER SECTIONS AND SHALL BE ISOLATED BY A 3/8" FULL DEPTH EXPANSION JOINT.

4 CURB RAMP AND GUTTER SECTION AT CURB RAMP MAY BE POURED AS AN INTEGRAL SECTION.

5 TYPE A-1 INTEGRAL CURB AND GUTTER PER CITY STD DWG 305A.

6 FOR RETROFIT INSTALLATION SAWCUT AND REMOVE EXISTING SIDEWALK, CURB AND GUTTER SECTION ALONG NEW EXPANSION JOINT LOCATION. SAWCUT EXISTING PAVEMENT AS REQUIRED FOR FORMING OF NEW CURB AND GUTTER. PATCH PAVEMENT AS REQUIRED.

7 FLUSH WITH GUTTER (NO LIP PERMITTED)

8 A MIN OF 4' OF THE RAMP WIDTH MUST FALL WITHIN THE CROSS WALK SERVED BY THE RAMP.

9 THICKEN EDGE TO FULL DEPTH OF ADJACENT CURB SECTION.
NOTES:

# DETECTABLE WARNING PATTERN AREA SHALL BE YELLOW IN COMPLIANCE WITH WSDOT/APWA STANDARD SPEC SECTION 8-14.3(5).

2 CURB RAMPS SHALL NOT BE POURED INTEGRAL WITH SIDEWALK AND SHALL BE ISOLATED FROM ADJACENT SIDEWALK BY A 3/8" FULL DEPTH EXPANSION JOINT.

3 GUTTER SECTION AT CURB RAMP SHALL NOT BE POURED INTEGRAL WITH ADJACENT GUTTER SECTIONS AND SHALL BE ISOLATED BY A 3/8" FULL DEPTH EXPANSION JOINT.

4 CURB RAMP AND GUTTER SECTION AT CURB RAMP MAY BE POURED AS AN INTEGRAL SECTION.

5 TYPE A-1 INTEGRAL CURB AND GUTTER PER CITY STD DWG 305A.

6 FOR RETROFIT INSTALLATION SAW CUT AND REMOVE EXISTING SIDEWALK, CURB AND GUTTER SECTION ALONG NEW EXPANSION JOINT LOCATION. SAW CUT EXISTING PAVEMENT AS REQUIRED FOR FORMING OF NEW CURB AND GUTTER. PATCH PAVEMENT AS REQUIRED.

7 FLUSH WITH GUTTER (NO LIP PERMITTED)

8 MID BLOCK CROSSINGS OF STREETS WITH STOP CONTROL ARE ALLOWED 2% MAX CROSS SLOPE AND 5% RUNNING SLOPE. CROSSINGS WITHOUT STOP CONTROL ARE LIMITED TO A 5% MAX SLOPE IN EITHER DIRECTION. REFER TO GUIDELINES FOR ACCESSIBLE PUBLIC RIGHTS-OF-WAY.

9 A MIN OF 4' OF THE RAMP WIDTH MUST FALL WITHIN THE CROSSWALK SERVED BY THE RAMP.

10 6"W X 10"H X 17'/18"L POURED IN PLACE CONCRETE CURB INTEGRAL WITH RAMP.
NOTES:

1. DETECTABLE WARNING PATTERN AREA SHALL BE YELLOW IN COMPLIANCE WITH WSDOT/APWA STANDARD SPEC SECTION 8-14.3(3).

2. CURB RAMPS SHALL NOT BE POURED INTEGRAL WITH SIDEWALK AND SHALL BE ISOLATED FROM ADJACENT SIDEWALK BY A 3/8" FULL DEPTH EXPANSION JOINT.

3. GUTTER SECTION AT CURB RAMP SHALL NOT BE POURED INTEGRAL WITH ADJACENT GUTTER SECTIONS AND SHALL BE ISOLATED BY A 3/8" FULL DEPTH EXPANSION JOINT.

4. CURB RAMP AND GUTTER SECTION AT CURB RAMP MAY BE POURED AS AN INTEGRAL SECTION.

5. 6"W X 10"H X 17'/18"L POURED IN PLACE CONCRETE CURB. INTEGRAL WITH RAMP.

6. THICKEN EDGE TO FULL DEPTH OF ADJACENT CURB SECTION.

7. TYPE A-1 INTEGRAL CURB AND GUTTER PER CITY STD DWG 305A.

8. FOR RETROFIT INSTALLATION SAWCUT AND REMOVE EXISTING SIDEWALK TO FIRST EXISTING JOINT EITHER SIDE OF NEW RAMP. SAWCUT AND REMOVE EXISTING CURB AND GUTTER SECTION AS REQUIRED. SAWCUT EXISTING PAVEMENT AS REQUIRED FOR FORMING OF NEW CURB AND GUTTER. PATCH PAVEMENT AS REQUIRED.

9. FLUSH WITH GUTTER (NO LIP PERMITTED)
FRAME AND VANED GRATE

RECTANGULAR ADJUSTMENT SECTION

PRECAST BASE SECTION

#3 BAR EACH CORNER
#3 BAR EACH SIDE TOP AND BOTTOM

ONE #3 BAR ACROSS BOTTOM

4" MIN. (TYP.)

SEE NOTE 6

4" OR 12"

25"

ONE #3 BAR HOOP FOR 6" HEIGHT
TWO #3 BAR HOOPS FOR 12" HEIGHT

CITY OF EVERETT
PUBLIC WORKS DEPARTMENT

PRECAST CONCRETE INLET
SHEET 1 OF 2

12-03-2010

401
NOTES

1. AS ACCEPTABLE ALTERNATIVES TO THE REBAR SHOWN IN THE PRECAST BASE SECTION, FIBERS (PLACED ACCORDING TO THE STANDARD SPECIFICATIONS), OR WIRE MESH HAVING A MINIMUM AREA OF 0.12 SQUARE INCHES PER FOOT SHALL BE USED WITH THE MINIMUM REQUIRED REBAR SHOWN IN THE ALTERNATIVE PRECAST BASE SECTION. WIRE MESH SHALL NOT BE PLACED IN THE KNOCKOUTS.

2. THE KNOCKOUT DIAMETER SHALL NOT BE GREATER THAN 18". KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MINIMUM TO 2.5" MAXIMUM. PROVIDE A 1.5" MINIMUM GAP BETWEEN THE KNOCKOUT WALL AND THE OUTSIDE OF THE PIPE AFTER THE PIPE IS INSTALLED, FILL THE GAP WITH JOINT MORTAR IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 9-04.3.

3. THE MAXIMUM DEPTH FROM THE FINISHED GRADE TO THE LOWEST PIPE INVERT SHALL BE 5'.

4. THE FRAME AND GRATE MAY BE INSTALLED WITH THE FLANGE UP OR DOWN. THE FRAME MAY BE CAST INTO THE ADJUSTMENT SECTION.

5. THE PRECAST BASE SECTION MAY HAVE A ROUNDED FLOOR, AND THE WALLS MAY BE SLOPED AT A RATE OF 1:24 OR STEEPER.

6. THE OPENING SHALL BE MEASURED AT THE TOP OF THE PRECAST BASE SECTION.

7. ALL PICKUP HOLES SHALL BE GROUTED FULL AFTER THE INLET HAS BEEN PLACED.

### PIPE ALLOWANCES

<table>
<thead>
<tr>
<th>PIPE MATERIAL</th>
<th>MAXIMUM INSIDE DIAMETER</th>
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</thead>
<tbody>
<tr>
<td>REINFORCED OR PLAIN CONCRETE</td>
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<tr>
<td>ALL METAL PIPE</td>
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<tr>
<td>CPSSP (WSDOT STD. SPEC. 9-05.20)</td>
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<td>SOLID WALL PVC (WSDOT STD. SPEC. 9-05.12(1))</td>
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<td>PROFILE WALL PVC (WSDOT STD. SPEC. 9-05.12(2))</td>
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*CORRUGATED POLYETHYLENE STORM SEWER PIPE*

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**PRECAST CONCRETE INLET**

**Sheet 2 of 2**
NOTES

1. AS ACCEPTABLE ALTERNATIVES TO THE REBAR SHOWN IN THE PRECAST BASE SECTION, FIBERS (PLACED ACCORDING TO THE STANDARD SPECIFICATIONS), OR WIRE MESH HAVING A MINIMUM AREA OF 0.12 SQUARE INCHES PER FOOT SHALL BE USED WITH THE MINIMUM REQUIRED REBAR SHOWN IN THE ALTERNATIVE PRECAST BASE SECTION. WIRE MESH SHALL NOT BE PLACED IN THE KNOCKOUTS.

2. THE KNOCKOUT DIAMETER SHALL NOT BE GREATER THAN 20". KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MINIMUM TO 2.5" MAXIMUM. PROVIDE A 1.5" MINIMUM GAP BETWEEN THE KNOCKOUT WALL AND THE OUTSIDE OF THE PIPE, AFTER THE PIPE IS INSTALLED, FILL THE GAP WITH JOINT MORTAR IN ACCORDANCE WITH STANDARD WSDOT SPECIFICATION 9-04.3.

3. THE MAXIMUM DEPTH FROM THE FINISHED GRADE TO THE LOWEST PIPE INVERT SHALL BE 5'.

4. THE FRAME AND GRATE MAY BE INSTALLED WITH THE FLANGE UP OR DOWN. THE FRAME MAY BE CAST INTO THE ADJUSTMENT SECTION.

5. THE PRECAST BASE SECTION MAY HAVE A ROUNDED FLOOR, AND THE WALLS MAY BE SLOPED AT A RATE OF 1:24 OR STEEPER.

6. THE OPENING SHALL BE MEASURED AT THE TOP OF THE PRECAST BASE SECTION.

7. ALL PICKUP HOLES SHALL BE GROUTED FULL AFTER THE BASIN HAS BEEN PLACED.

PIECE ALLOWANCES

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*CORRUGATED POLYETHYLENE STORM SEWER PIPE

#3 BAR EACH CORNER 18" MIN.

#3 BAR HOOP

SEE NOTE 1

ALTERNATIVE PRECAST BASE SECTION

WSDOT STD PLAN B-5.20, TYPE 1
ACCEPTABLE SUBSTITUTE

CITY OF EVERETT
PUBLIC WORKS
DEPARTMENT

CATCH BASIN TYPE A
SHEET 2 OF 2

DATE: 12-03-2010

COE Std Dwg;
NOTES
1. AS ACCEPTABLE ALTERNATIVES TO THE REBAR SHOWN IN THE PRECAST BASE SECTION, FIBERS (PLACED ACCORDING TO THE STANDARD SPECIFICATIONS), OR WIRE MESH HAVING A MINIMUM AREA OF 0.12 SQUARE INCHES PER FOOT SHALL BE USED WITH THE MINIMUM REQUIRED REBAR SHOWN IN THE ALTERNATIVE PRECAST BASE SECTION. WIRE MESH SHALL NOT BE PLACED IN THE KNOCKOUTS.

2. THE KNOCKOUT DIAMETER SHALL NOT BE GREATER THAN 26". KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MINIMUM TO 2.5" MAXIMUM. PROVIDE A 1.5" MINIMUM GAP BETWEEN THE KNOCKOUT WALL AND THE OUTSIDE OF THE PIPE. AFTER THE PIPE IS INSTALLED, FILL THE GAP WITH JOINT MORTAR IN ACCORDANCE WITH STANDARD WSDOT SPECIFICATION 9-04.3.

3. THE MAXIMUM DEPTH FROM THE FINISHED GRADE TO THE LOWEST PIPE INVERT SHALL BE 5'.

4. THE FRAME AND GRATE MAY BE INSTALLED WITH THE FLANGE UP OR DOWN. THE FRAME MAY BE CAST INTO THE ADJUSTMENT SECTION.

5. THE PRECAST BASE SECTION MAY HAVE A ROUNDED FLOOR, AND THE WALLS MAY BE SLOPED AT A RATE OF 1:24 OR STEEPER.

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7. ALL PICKUP HOLES SHALL BE GROUTED FULL AFTER THE BASIN HAS BEEN PLACED.

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*CORRUGATED POLYETHYLENE STORM SEWER PIPE

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ALTHERNATIVE PRECAST BASE SECTION

WSDOT STD PLAN B-5.40, TYPE 1L ACCEPTABLE SUBSTITUTE

CITY OF EVERETT PUBLIC WORKS DEPARTMENT

CATCH BASIN TYPE B SHEET 2 OF 2
CITY OF EVERETT
PUBLIC WORKS
DEPARTMENT

CATCH BASIN TYPE 2
(48'', 54'', 60'', 72'', 84'' & 96'')

SEPARATE BASE
CAST-IN-PLACE

INTEGRAL BASE
PRECAST WITH RISER

MORTAR FILLET

REINFORCING STEEL (TYP.)
GRANOL BACKFILL FOR PIPE ZONE BEDDING

"O" RING
GRANOL BACKFILL FOR PIPE ZONE BEDDING

SEPARATE BASE
PRECAST

DIAETER =
48'', 54'', 60'', 72'', 84'' OR 96''
PER PLANS

MORTAR (TYP.)

FLAT SLAB TOP

RECTANGULAR ADJUSTMENT SECTION
OR CIRCULAR ADJUSTMENT SECTION

CATCH BASIN FRAME AND VANED GRATE
OR MANHOLE RING AND COVER

HANDHOLD

15' - 0" MAX. (FOR MAINTENANCE)

24" MIN.

12" (TYP.)

6"
NOTES

1. NO STEPS ARE REQUIRED WHEN HEIGHT IS 4' OR LESS.
2. THE BOTTOM OF THE PRECAST CATCH BASIN MAY BE SLOPED TO FACILITATE CLEANING.
3. THE RECTANGULAR FRAME AND GRATE MAY BE INSTALLED WITH THE FLANGE UP OR DOWN. THE FRAME MAY BE CAST INTO THE ADJUSTMENT SECTION.
4. KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MINIMUM TO 2.5" MAXIMUM. PROVIDE A 1.5" MINIMUM GAP BETWEEN THE KNOCKOUT WALL AND THE OUTSIDE OF THE PIPE. AFTER THE PIPE IS INSTALLED, FILL THE GAP WITH JOINT MORTAR IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 9-04.3.

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<tr>
<th>CATCH BASIN DIAMETER</th>
<th>WALL THICKNESS</th>
<th>BASE THICKNESS</th>
<th>MAXIMUM KNOCKOUT SIZE</th>
<th>MINIMUM DISTANCE BETWEEN KNOCKOUTS</th>
<th>BASE REINFORCING STEEL in ( \frac{3}{8} ) ft. IN EACH DIRECTION</th>
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Corrugated Polyethylene Storm Sewer Pipe (Std. Spec. 9-05.20)
(Std. Spec. 9-05.12(1))
(Std. Spec. 9-05.12(2))

WSDOT STD PLAN B-10.20 TYPE 2
ACCEPTABLE SUBSTITUTE

CITY OF EVERETT
PUBLIC WORKS DEPARTMENT

(48", 54", 60", 72", 84" & 96")
Sheet 2 of 2

12-03-2010
Date:

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COE Std Dwg: