



## REQUEST FOR BID

### Lake Stevens Aerator Removal

The city is seeking bids from a qualified professional firm or team (Contractor) to perform the removal and disposal of an aerator system within Lake Stevens

**Location:** Lake Stevens, WA 98258

**Specifications and Scope of Work:**

Contractors are required to provide all labor and materials to safely remove the aerator system as described below. The record drawings from the original installation is attached as Exhibit A

Item #1 Removal of 4 aerators

- Air supply header has previously been removed (2016)
- Aerators are 10' diameter and 122' long
- Aerators are connected to the anchor system by one cable at approximately 130' of depth
- The expectation is to cut the cable and float the aerators to the surface where they can be towed to Snohomish County Wyatt Park boat launch and dismantled and disposed of.
- Remaining concrete anchor and cable to remain on lake bottom

Item #2 Removal of aerator supply line.

- The aerator supply line consists of approximately 1600 lineal ft. of 12" HDPE piping
- The 12" supply line is attached to concrete anchors every 10' with ¾" rope
- Approximate depth of pipe is 40'
- The expectation is to cut the anchor ropes float the pipe to the surface, cut into manageable lengths and towed to Snohomish County Wyatt Park boat launch to be removed and disposed of.
- Remaining concrete anchor system and cable to remain on the lake bottom.

**Workmanship:**

Contractors shall keep work areas or sites free from accumulations of excess debris at all times; upon completion of the work, or at the end of the day, whichever is less.

**Staging Area:**

Willard Wyatt park is a Snohomish County owned and operated public boat launch Exhibit B The boat launch area can be used as a staging area for the removal and disposal of the salvaged aerator components. The boat launch will need to be secured with approximately 325 ft. of portable 6' chain link site fencing. Site security fencing is considered incidental to the removal contract. Work hours are Monday thru Saturday from 7am. to 7 pm.

Contractor agrees to remove debris generated by the removal and keep the launch safe and secure at all times. Contractor agrees at its expense to dispose of materials consistent with the trade, and best practices for environmental safety.

***Quality Control:***

The contractor shall guarantee the performance of his workmanship and must be a licensed and bonded certified diving/salvage contractor.

**INQUIRIES:** Questions on this work need to be directed to the following City staff:

Eric Durpos, Public Works Director  
[edurpos@lakestevenswa.gov](mailto:edurpos@lakestevenswa.gov)  
425 377 3222

Inquiries made and responses given will be posted on the City's website for all potential bidders to review.

**CONTRACT:** Work shall comply with the terms and conditions of the sample contract included in the attachment. Award of contract will be subject to successful bidder entering into a contract substantially in the form as attached as Exhibit C.

**TIME FOR COMPLETION OF WORK:** Project shall be completed within 30 calendar days of notice to proceed.

**PAYMENT:** Payment shall be made within 30 days of invoicing following acceptance of the work by the City.

**WARRANTY:** The contractor shall warrant that the materials and workmanship are free of defects for a period of 12 months after final acceptance of the entire scope of this contract. Any repairs/or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

**PREVAILING WAGES:** Prevailing wages are required on this project.

**BUSINESS LICENSE:** Contractor is required to obtain a City Business License prior to performing work within the City.

**BID SUBMITTAL:** Must be received by the City by **14 August 2017** at 10:00am at the City Hall located at 1812 Main Street, PO BOX 257 Lake Stevens, WA 98258 or emailed to [awells@lakestevenswa.gov](mailto:awells@lakestevenswa.gov). Bids received after the deadline will not be considered.

Bid must include name of company, contact information, contractor's license number. The bid is to be provided as a Lump Sum and shall include all applied taxes.

**BID PROCESS:** The City will review bids received by the submission deadline. The review panel will select the bid of the lowest responsive and responsible bidder. Non-responsive bids will not be considered. The City reserves the right to reject any and all bids. The bidder must complete the Bid Proposal section on this document. The City reserves the right to reject all bids.

City of Lake Stevens

## Bid Request for Aerator Removal

The following proposal is for removal of 4 aerators and 1600' of air supply piping as described in this Request for Bids.

NOTE: bid is based on a lump sum not to exceed amount. hourly cost will not be accepted.

Description	Unit	Unit Proposal
Est Qty Total Proposal		
Item # 1 – <b>Aerator removal (4)</b>	LS	\$ _____
Item # 2 – <b>Air supply piping removal 1600'</b>	LS	\$ _____
<b>SUB- TOTAL</b>		\$ _____
		\$ _____
		Sales tax (8.9%)
<b>TOTAL BASE BID</b> (Sub-Total + Sales Tax)		\$ _____

City of Lake Stevens

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date 8/1/2017, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

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Bidder's Business Name

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Signature of Authorized Official\*

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Printed Name

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Title

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Date

---

City

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State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

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If a co-partnership, give firm name under which business is transacted:

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\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

## **CONTRACT (Under \$300,000)**

**THIS SMALL PUBLIC WORKS CONTRACT** ("Contract") is made and entered into this \_\_\_\_\_ day of August 23, 2017, by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and Contractor Name, a Washington Legal Status, i.e., Inc., PS, LLC, etc.; Partnership, Foreign Corporation licensed to do business in Washington State] ("Contractor").

**WHEREAS**, the City desires to accomplish certain public works entitled Aerator Removal having an estimated cost \$300,000 or less; and

**WHEREAS**, the City solicited written Bid Proposals for the Project; and

**WHEREAS**, the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

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

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

### **1. Scope of Work—the Project.**

The Contractor shall perform the removal of the aerators and supply line in accordance with the attached specifications and scope of work.

### **2. Contract Documents.**

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

- A.  Plans and record drawings of original installation
- B.  Scope of Work.
- C.  Proposal/Bid Submittal (attached).
- D.  2016 or \_\_\_\_\_ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- E.  WSDOT Amendments to the Standard Specifications (referenced but not attached).
- F.  2010 APWA Supplement General Special Provisions (referenced but not attached).
- G.  City of Lake Stevens Engineering Standards (referenced but not attached).
- H.  Addenda (if any).
- I.  Payment and Performance Bond (attached).

- J.  Retainage Bond (attached) (optional-see Section 5).

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

**3. Commencement of Work.**

Work shall not proceed under this Contract until the Contractor has met the following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a City of Lake Stevens Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

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

**4. Time is of the Essence/Liquidated Damages.**

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

**5. Payment for Project.**

- A. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$Numeric Dollar Amount (Written Dollar Amount) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

- B. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

- C. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall

correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

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

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

F. Final Payment. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual savings bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.

5. All claims, as provided by law, filed against the retainage have been resolved.

6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

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

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

**6. Term of Contract.**

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

**7. Termination of Contract.**

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided

by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

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

**8. Status of Contractor.**

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

**9. Permits.**

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

**10. Business License Required.**

The Contractor shall obtain a City of Lake Stevens business license prior to commencement of work under this Contract.

**11. Work Ethic.**

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

**12. City Ownership of Work Products.**

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

**13. Job Safety.**

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

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The

Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

**14. Prevailing Wages.**

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

**15. Taxes and Assessments.**

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

**16. Nondiscrimination Provision.**

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

**17. The Americans with Disabilities Act.**

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

**18. Compliance With Law.**

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

**19. Guarantee of Work.**

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

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

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

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

**20. Contractor's Risk of Loss.**

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

**21. Indemnification and Hold Harmless.**

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

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

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or

damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

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

**22. Insurance.**

**A. Insurance Term.**

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

**B. No Limitation.**

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

**C. Minimum Scope of Insurance.**

Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

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

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

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

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

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

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

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2.      Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3.      Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4.      Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E.     **City of Lake Stevens Full Availability of Contractor Limits.**

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

F.     **Other Insurance Provisions.**

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

G.     **Acceptability of Insurers.**

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

H.     **Verification of Coverage.**

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

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

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

I.     **Contractor's Insurance for Other Losses.**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned

or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

**J. Subcontractors.**

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

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

**K. Waiver of Subrogation.**

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

**L. Notice of Cancellation of Insurance.**

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

**M. Failure to Maintain Insurance.**

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

**23. Assignment and Subcontractors.**

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

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

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

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person

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

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

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

**24. Severability.**

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

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

**25. Integration and Supersession.**

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

**26. Non-Waiver.**

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

**27. Survival.**

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

**28. Contract Representatives and Notices.**

This Contract shall be administered for the City by the Public Works Director and shall be administered for the Contractor by the Contractor's Contract Representative, Amanda Wells. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens  
Attn: City Clerk  
1812 Main Street (Physical Address)  
Post Office Box 257 (Mailing Address)  
Lake Stevens, WA 98258  
Telephone: 425.334.1012

To Contractor:

Name and Title of Binding Officer  
Contractor Business Name  
Street Address  
City, State ZIP  
Telephone: Telephone Number

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

**29. Third Parties.**

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

**30. Governing Law.**

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

**31. Venue.**

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

**32. Attorney Fees.**

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

**33. Authority.**

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

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

**34. Counterparts.**

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

**City of Lake Stevens**

By: \_\_\_\_\_  
John Spencer, Mayor

**Contractor Legal Name**

By: \_\_\_\_\_  
*Printed Name & Title*

Attest:

\_\_\_\_\_  
Kathy Pugh, Deputy City Clerk

Approved as to Form:

\_\_\_\_\_  
Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

\_\_\_\_\_  
City

\_\_\_\_\_  
Contractor

ATTACHMENTS:  
SPECIFICATIONS & SCOPE OF WORK  
PLANS

## **Specifications and Scope of Work:**

Contractors are required to provide all labor and materials to safely remove the aerator system as described below. The record drawings from the original installation is attached as Exhibit A

### **Item #1 Removal of 4 aerators**

- Air supply header has previously been removed (2016)
- Aerators are 10' diameter and 122' long
- Aerators are connected to the anchor system by one cable at approximately 130' of depth
- The expectation is to cut the cable and float the aerators to the surface where they can be towed to Snohomish County Wyatt Park boat launch and dismantled and disposed of.
- Remaining concrete anchor and cable to remain on lake bottom

### **Item #2 Removal of aerator supply line.**

- The aerator supply line consists of approximately 1600 lineal ft. of 12" HDPE piping
- The 12" supply line is attached to concrete anchors every 10' with ¾" rope
- Approximate depth of pipe is 40'
- The expectation is to cut the anchor ropes float the pipe to the surface, cut into manageable lengths and towed to Snohomish County Wyatt Park boat launch to be removed and disposed of.
- Remaining concrete anchor system and cable to remain on the lake bottom.

### ***Workmanship:***

Contractors shall keep work areas or sites free from accumulations of excess debris at all times; upon completion of the work, or at the end of the day, whichever is less.

### ***Staging Area:***

Willard Wyatt park is a Snohomish County owned and operated public boat launch Exhibit B The boat launch area can be used as a staging area for the removal and disposal of the salvaged aerator components. The boat launch will need to be secured with approximately 325 ft. of portable 6' chain link site fencing. Site security fencing is considered incidental to the removal contract. Work hours are Monday thru Saturday from 7am. to 7 pm.

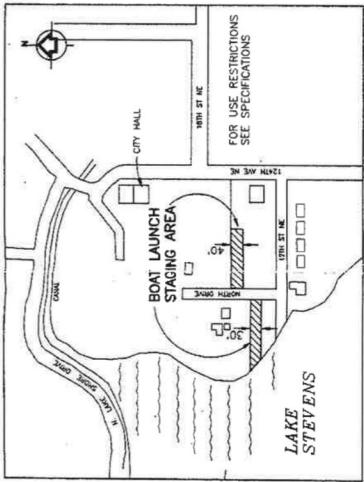
Contractor agrees to remove debris generated by the removal and keep the launch safe and secure at all times. Contractor agrees at its expense to dispose of materials consistent with the trade, and best practices for environmental safety.

### ***Quality Control:***

The contractor shall guarantee the performance of his workmanship and must be a licensed and bonded certified diving/salvage contractor.

# EXHIBIT "A"

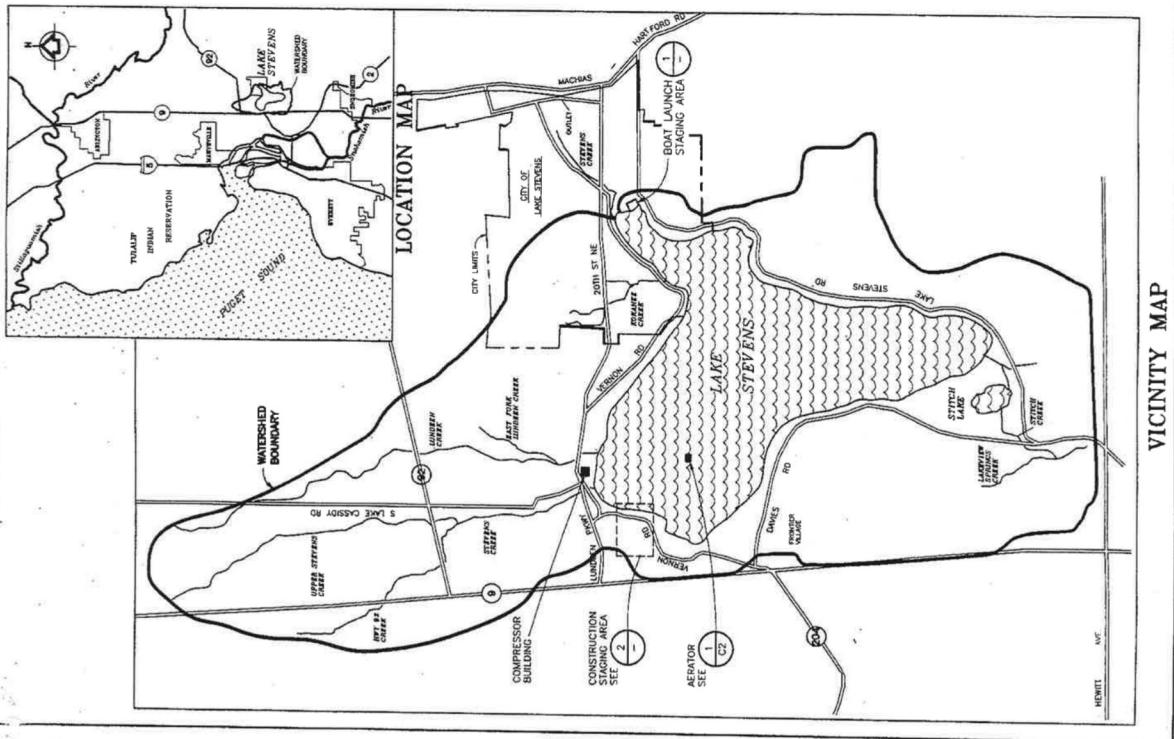
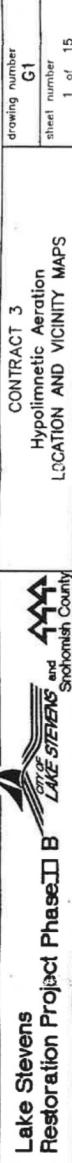
## SNOHOMISH COUNTY and CITY of LAKE STEVENS LAKE STEVENS RESTORATION



### CONTRACT 3 HYPOLIMITNETIC AERATION INDEX to DRAWINGS

SHEET NO	DRAWING NO	TITLE
1	G1	LOCATION AND VICINITY MAPS
2	G2	LEGEND, ABBREVIATIONS, AND STANDARD DETAILS
3	C1	SITE PLAN
4	C2	LANDSCAPING AND AERATOR PLAN
5	C3	CIVIL DETAILS
6	A1	COMPRESSOR BUILDING - PLAN AND ELEVATIONS
7	A2	COMPRESSOR BUILDING - DETAILS
8	M1	COMPRESSOR BUILDING - MECHANICAL
9	M2	AIR DIFFUSER HEADER - DETAILS
10	S1	AERATOR MOORING PLAN AND ELEVATION
11	S2	ROOF PLAN AND SECTION
12	S3	SEPARATOR BOX DETAILS
13	S4	DEFLECTOR AND ANCHOR DETAILS
14	S5	AIR SUPPLY HEADER - DETAILS
15	E1	ELECTRICAL, PLAN AND DETAILS

RECORD DRAWINGS  
KCM INC.  
CONTRACTORS  
BASED ON INFORMATION FURNISHED  
BY THE CONTRACTOR  
By *John B. Miller*  
Date *11/14/94*



date	designed by
JUNE 1993	<i>C. Johnson</i>
scale	drawn by
AS NOTED	<i>C. Johnson</i>
checked by	<i>C. Johnson</i>
approved by	<i>C. Johnson</i>

VICINITY MAP



Lake Stevens  
Restoration Project Phase II B  
Snohomish County

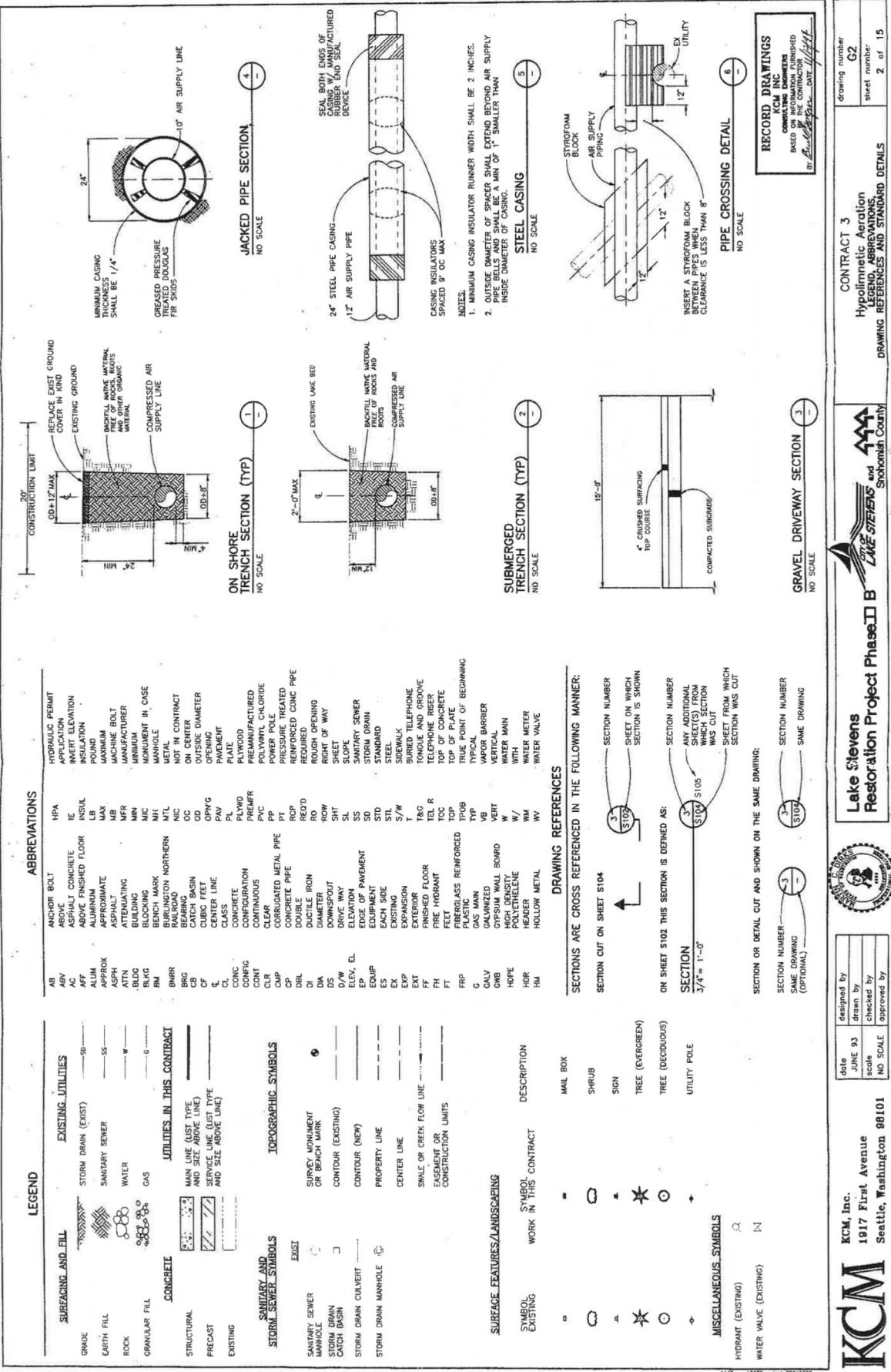
KCM, Inc.  
1917 First Avenue  
Seattle, Washington 98101

KCM

CONTRACT 3  
Hypolimnetic Aeration  
LOCATION AND VICINITY MAPS

drawing number  
G1

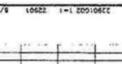
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1 of 15



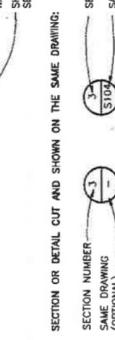
**KCM**

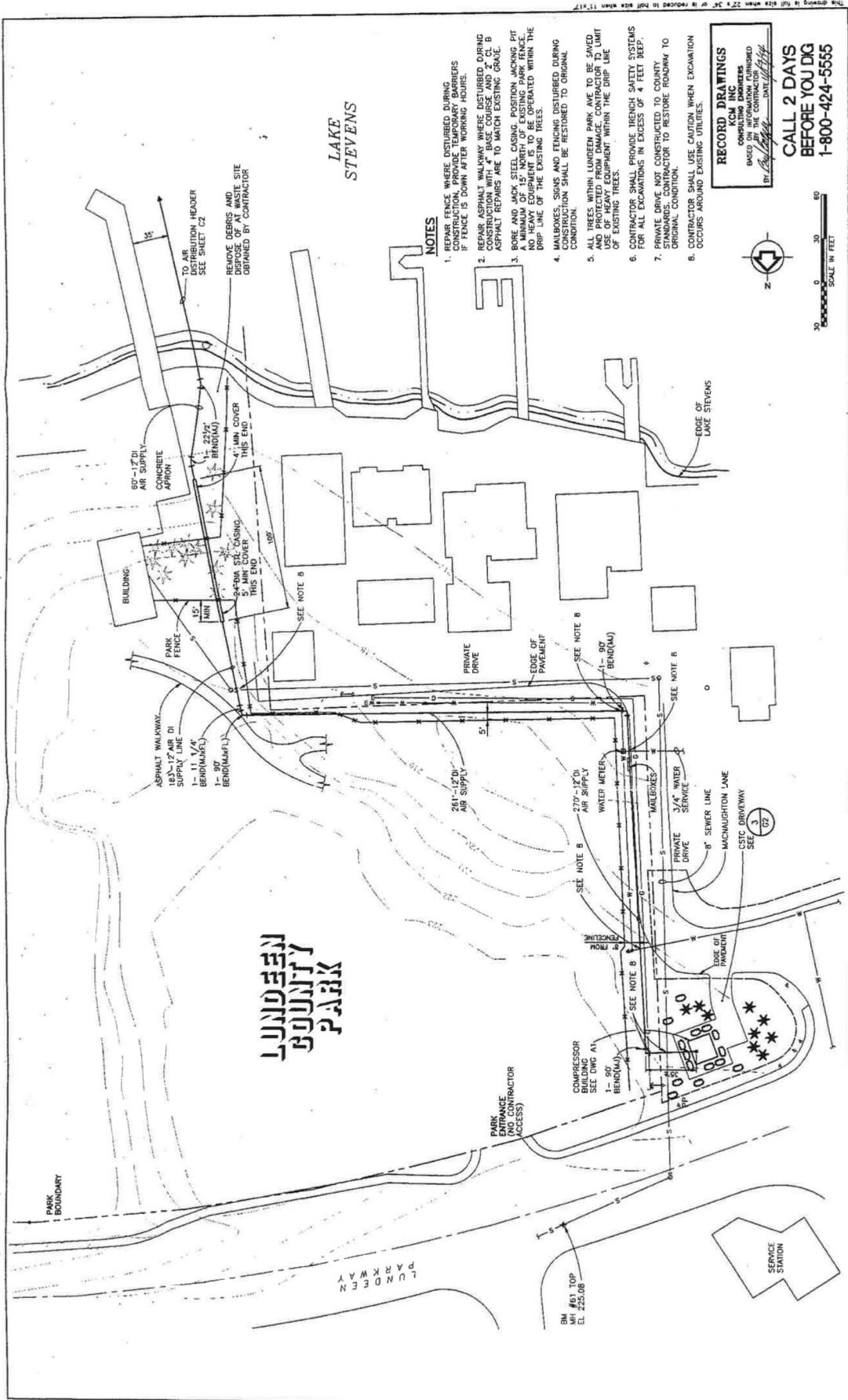


KCM, Inc.  
1917 First Avenue  
Seattle, Washington 98101



drawing number	G2
sheet number	2 of 15





**Lake Stevens  
Restoration Project Phase II B**

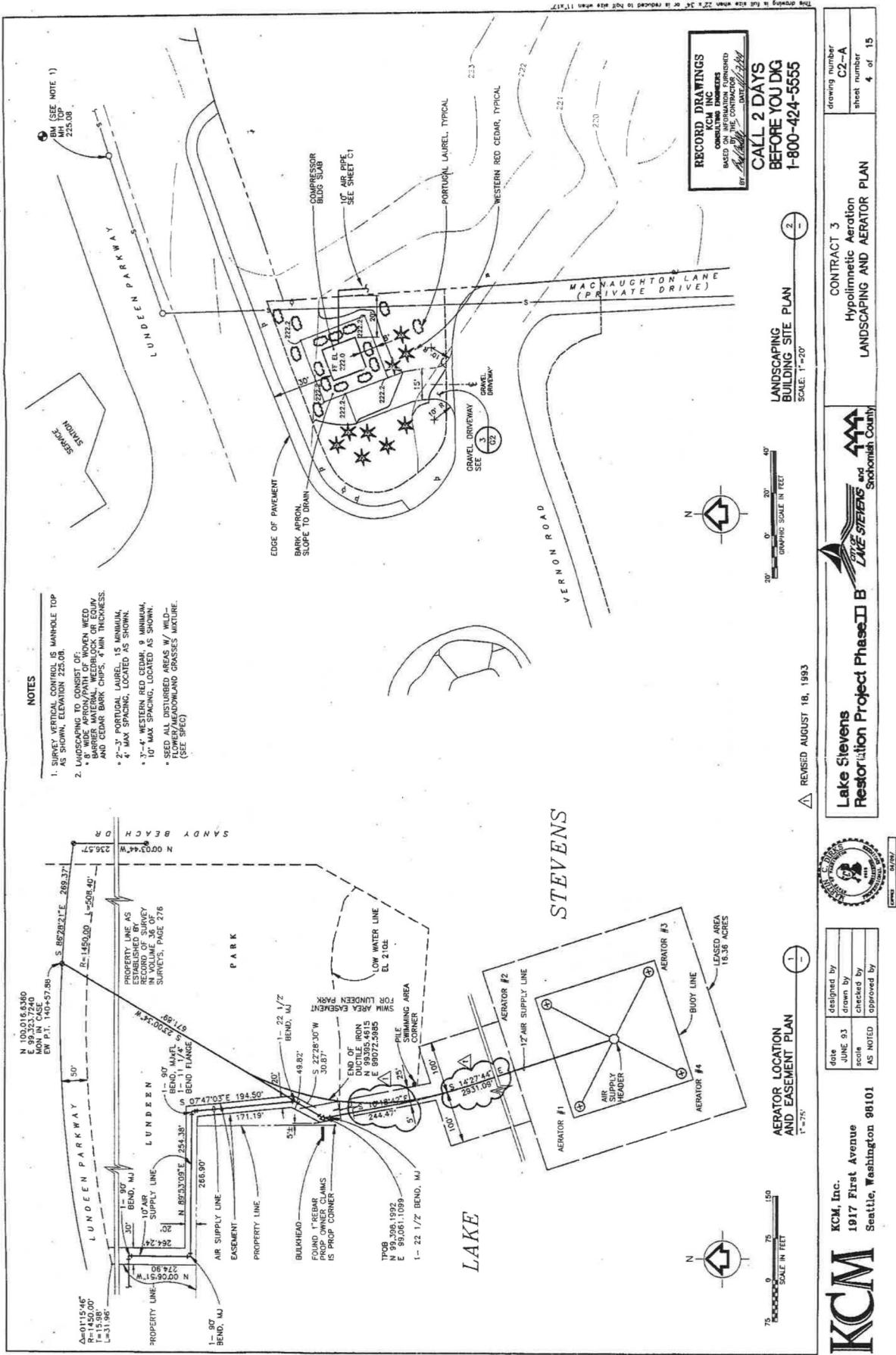
**CONTRACT 3** Hypolimnetic Aeration SITE PLAN

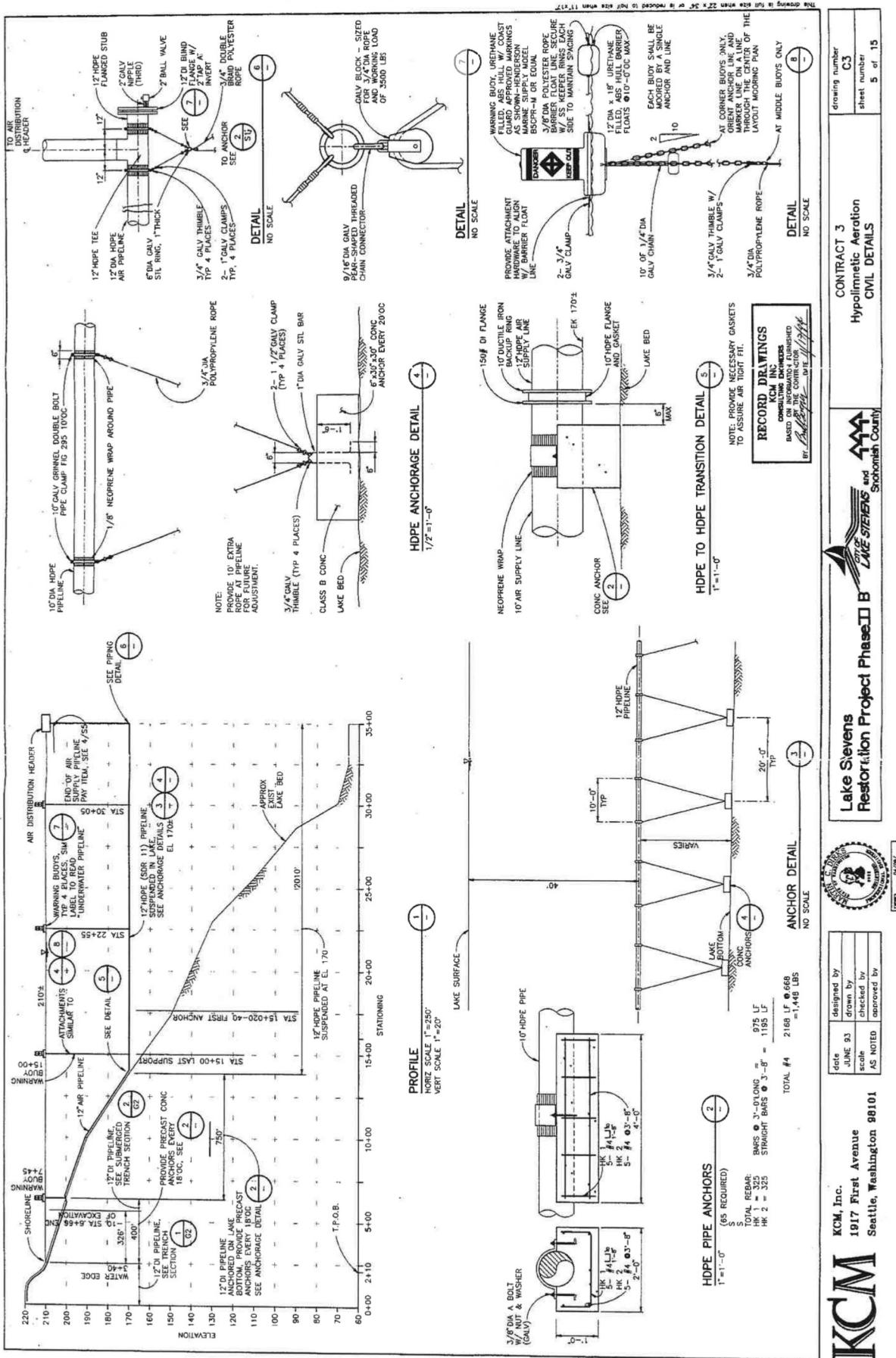
date JUNE 93	designed by
scale	drawn by
AS NOTED	checked by
	approved by



**KCM**  
1917 First Avenue  
Seattle, Washington 98101

drawing number C1-A
sheet number 3 of 15





drawing number

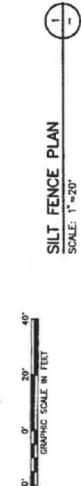
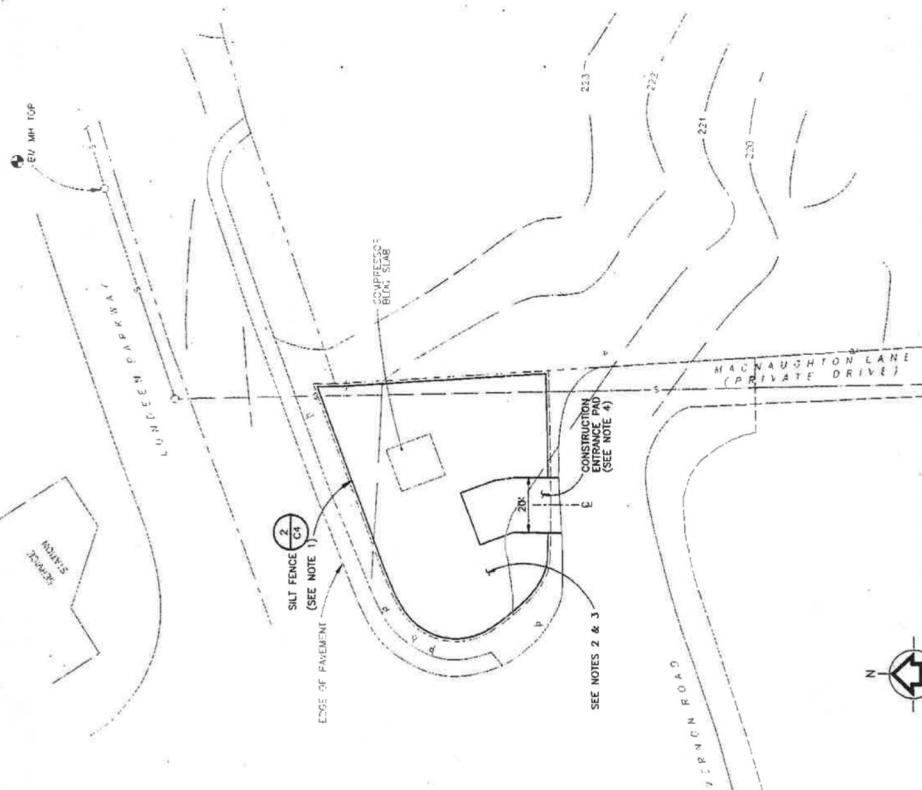
C3

sheet number

5 of 15

**NOTES**

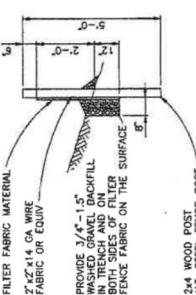
1. INSTALL ALL EROSION/SEDIMENT CONTROL MEASURES BEFORE ANY SITE DISTURBANCE.
2. COVER EXPOSED SOIL STOCKPILES WHEN NOT IN USE.
3. SEED ALL DISTURBED AREAS W/ WILD FLOWERS/MEADOWLAND GRASSES MIXTURE (SEE SPEC).
4. CONSTRUCTION ENTRANCE PAD TO BE AT LEAST 6' THICK, CONSISTING OF 4" TO 6" QUARRY SPALS.



SECTION

1

NO SCALE



RECORD DRAWINGS  
KCM INC.  
CONSULTING ENGINEERS  
BASED ON THE CONTRACTOR  
BY KCM — DATE 10/14/94

CALL 2 DAYS  
BEFORE YOU DIG  
1-800-424-5555

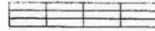
Lake Stevens Restoration Project Phase II B		KCM, Inc. 1917 First Avenue Seattle, Washington 98101	CONTRACT 3 Hydrographic Aeration EROSION CONTROL PLAN
			drawing number: C4 sheet number: of



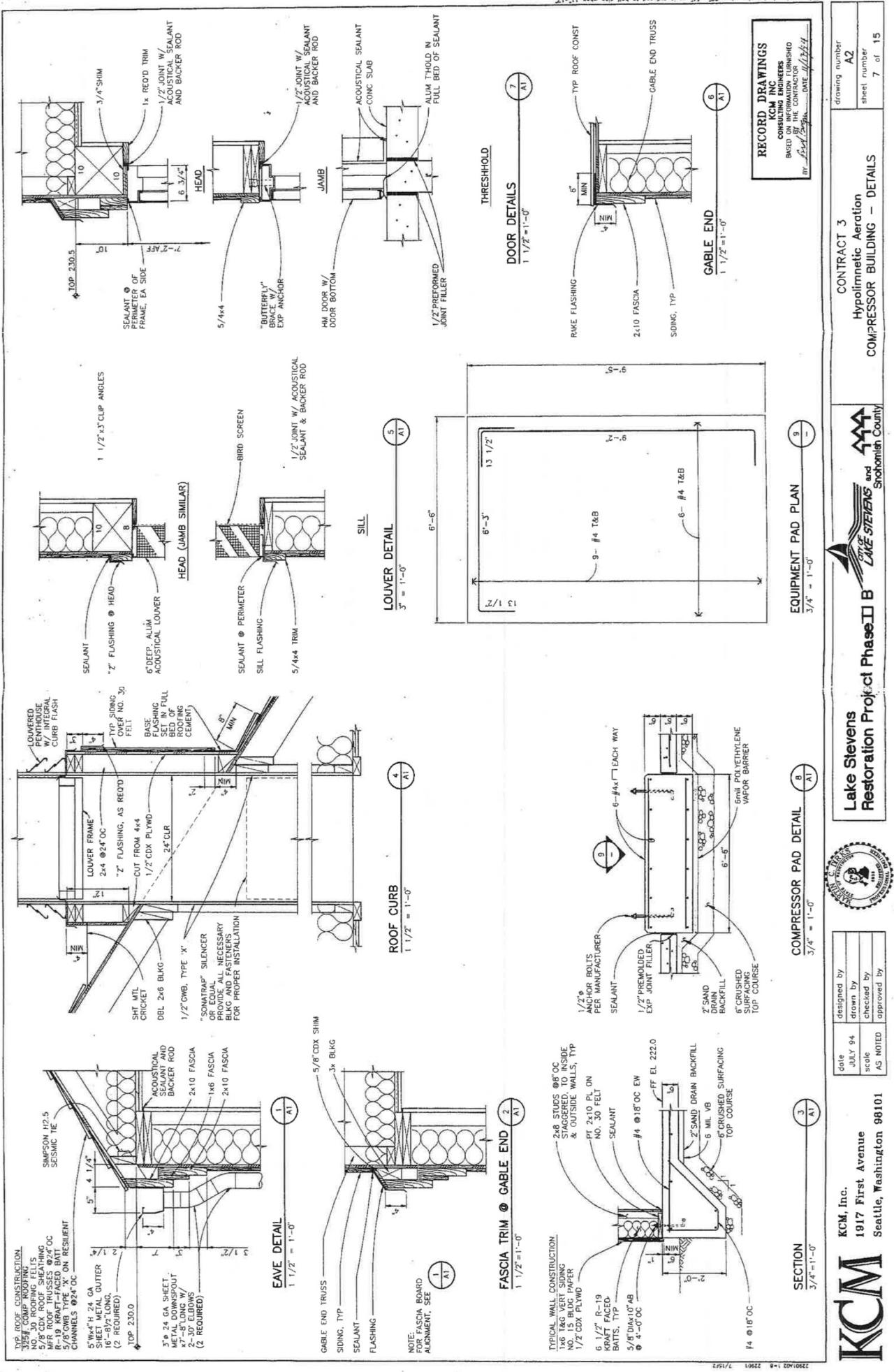
10/14/94

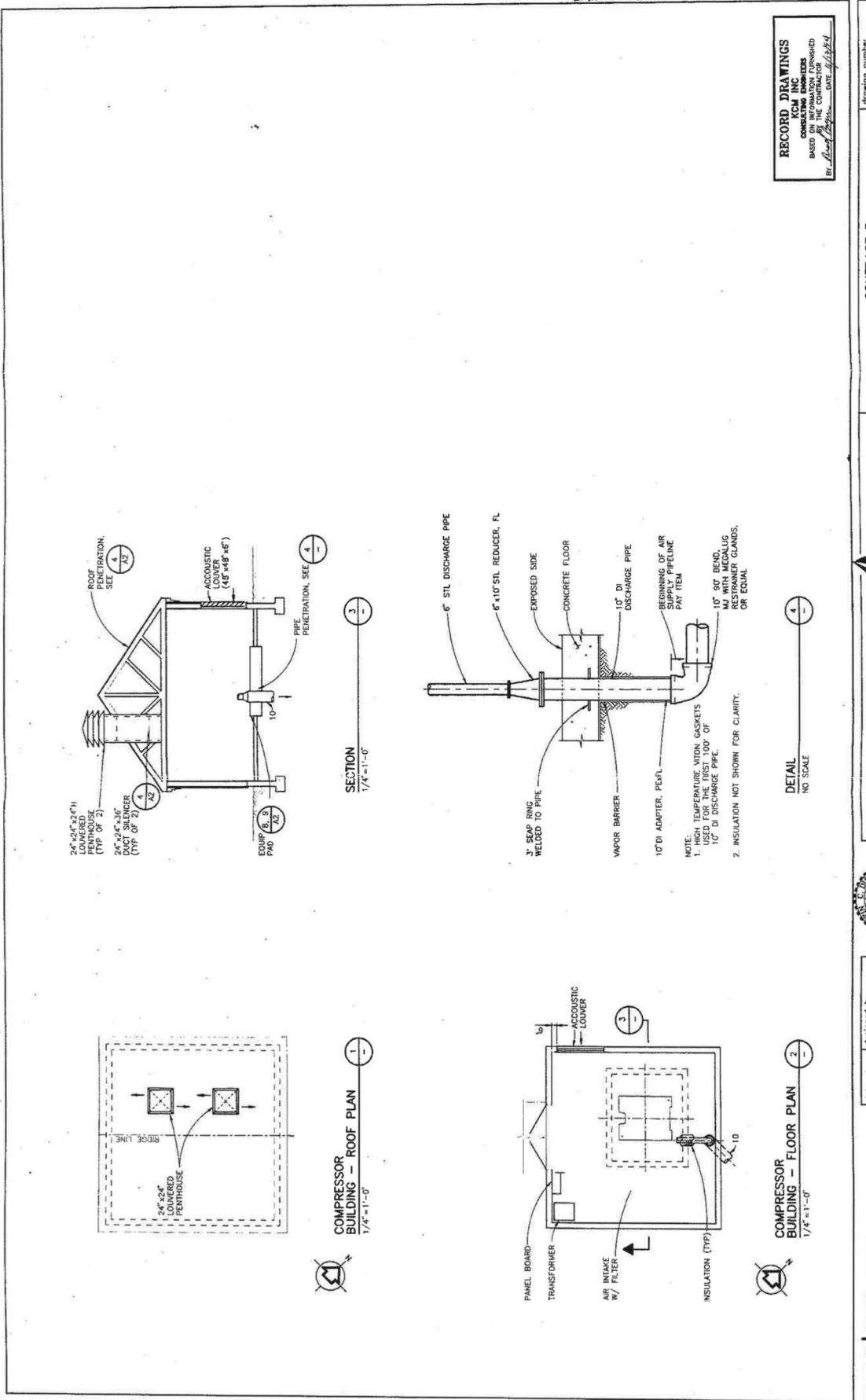
designed by	scale
drawn by	DEC 03
checked by	scale
approved by	AS NOTED

AZ/EI 10622 02-1 10010622









RECORD DRAWINGS  
KCM INC.  
Other information  
based on information furnished  
by \_\_\_\_\_  
By \_\_\_\_\_  
Date \_\_\_\_\_

CONTRACT 3		Hypolimnetic Aeration	
Lake Stevens		COMPRESSOR BUILDING - MECHANICAL	
drawing number <b>M1</b>	sheet number <b>8 of 15</b>		



Drawn by \_\_\_\_\_  
Checked by \_\_\_\_\_  
Approved by \_\_\_\_\_

Date \_\_\_\_\_  
JULY 94

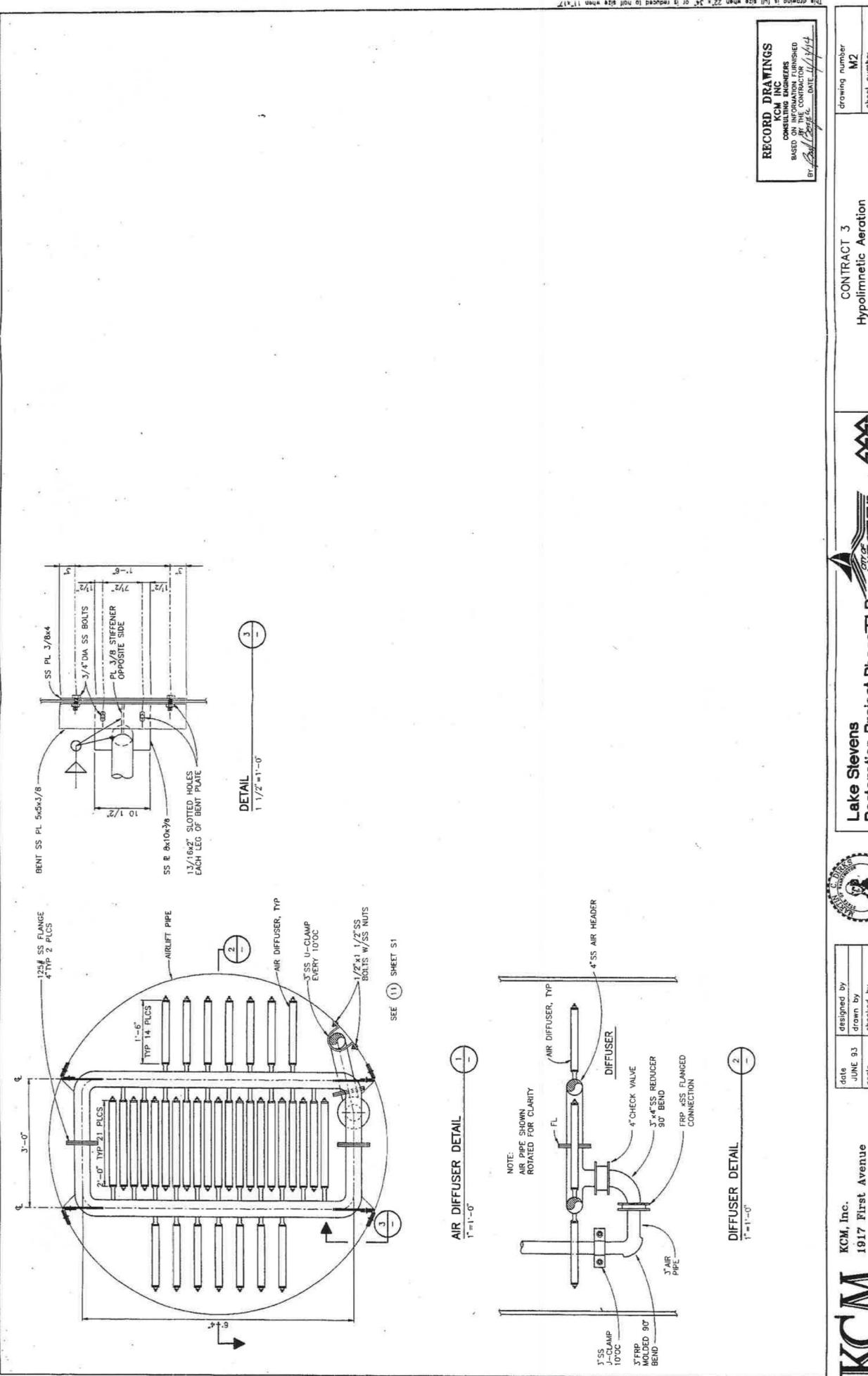
Scale \_\_\_\_\_  
AS NOTED

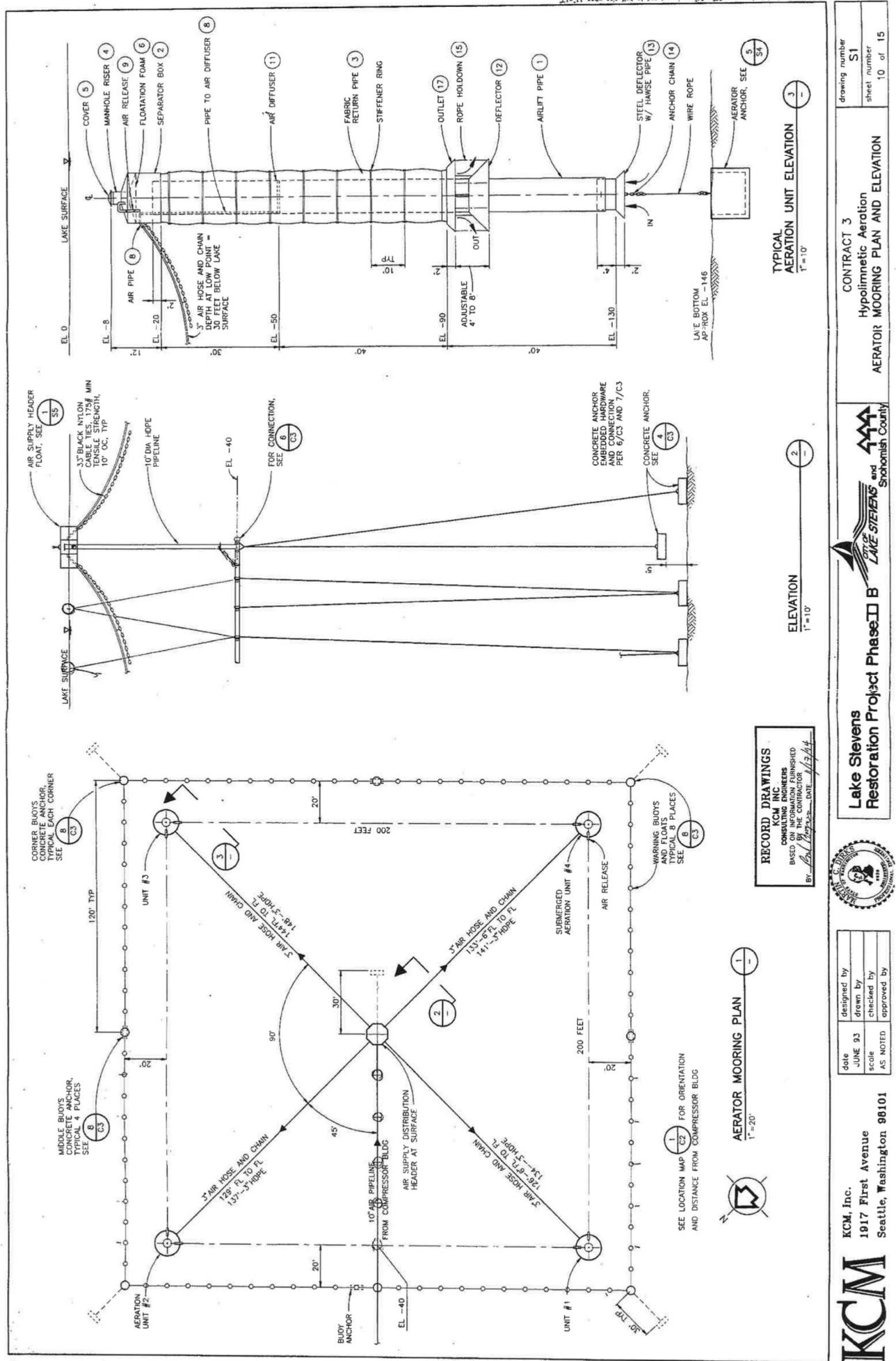
Comments \_\_\_\_\_  
OL/OL

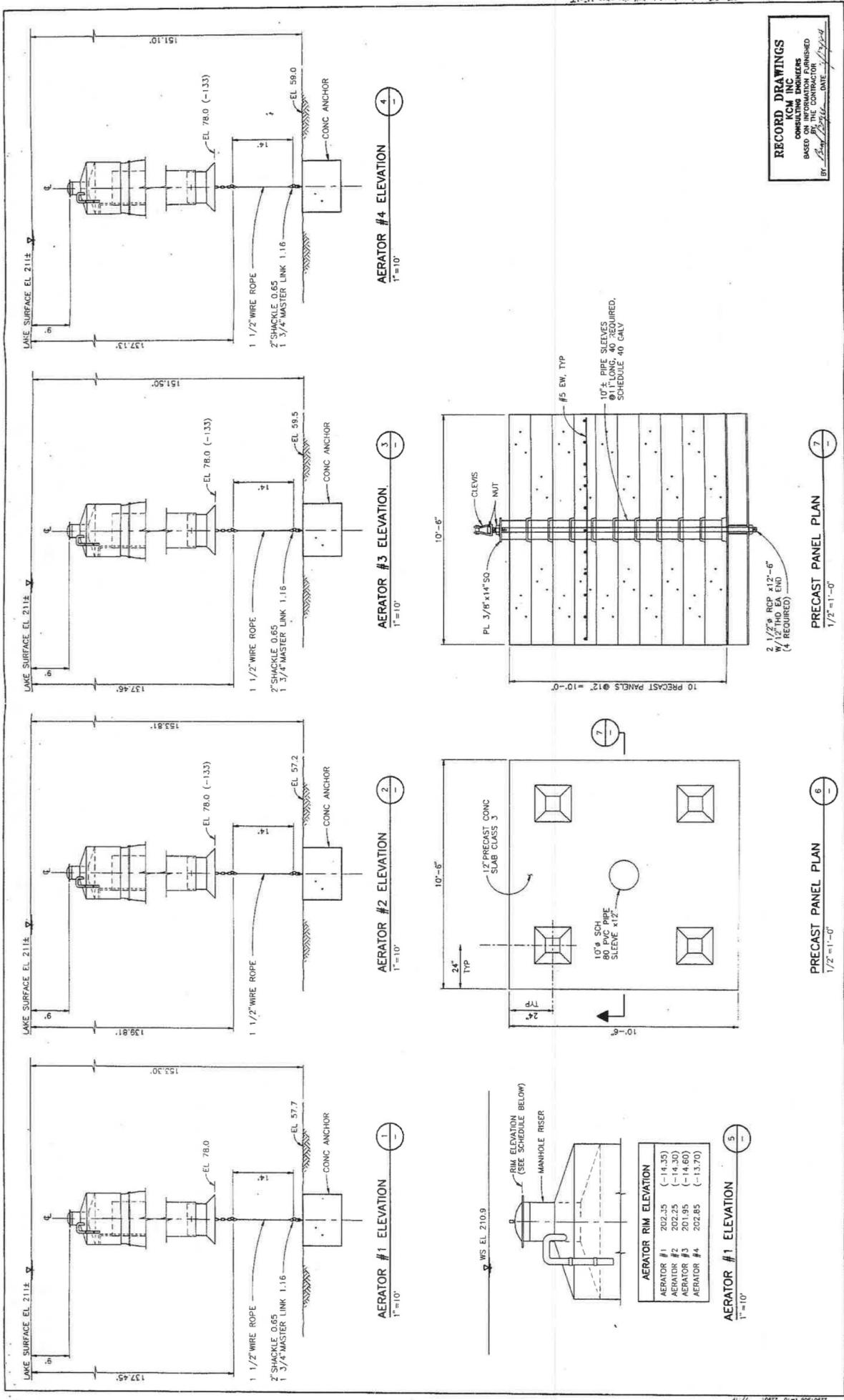
File No. \_\_\_\_\_  
10522 88-1-1010000

Architect \_\_\_\_\_  
KCM

1917 First Avenue  
Seattle, Washington 98101





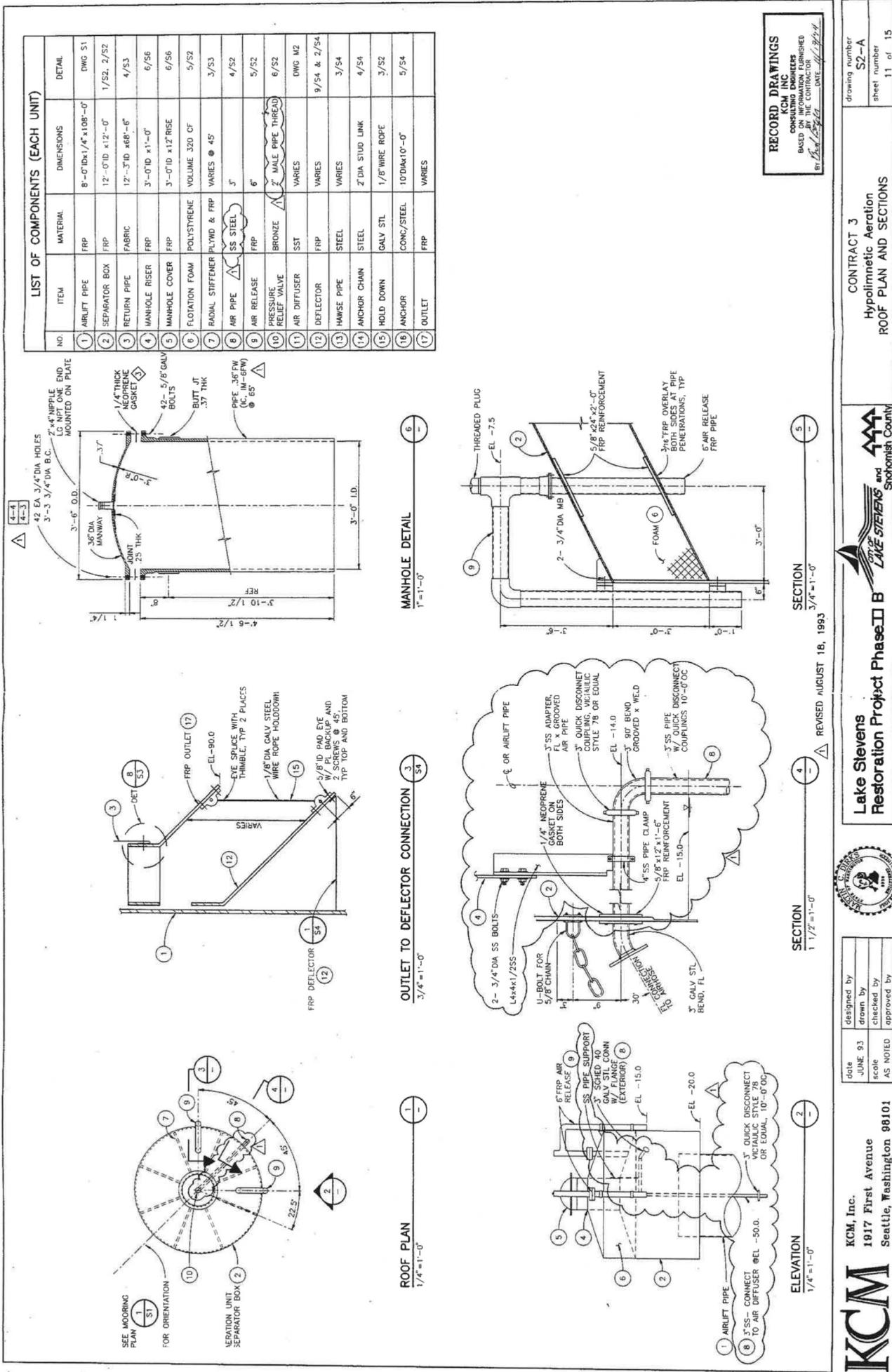


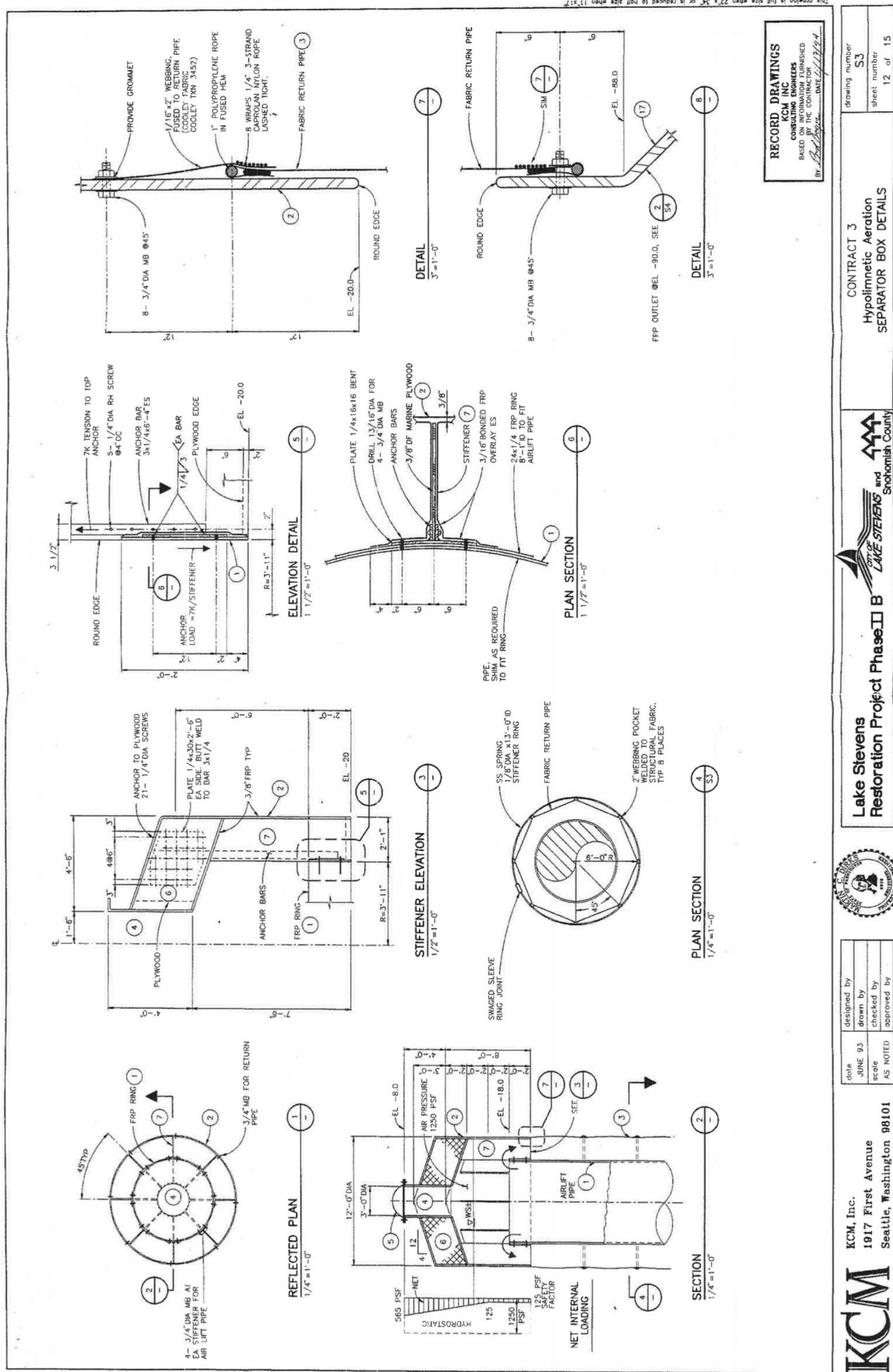
**RECORD DRAWINGS**  
KCM, INC.  
CONSULTING ENGINEERS  
BASED ON INFORMATION FURNISHED  
BY THE CONTRACTOR  
BY DATE

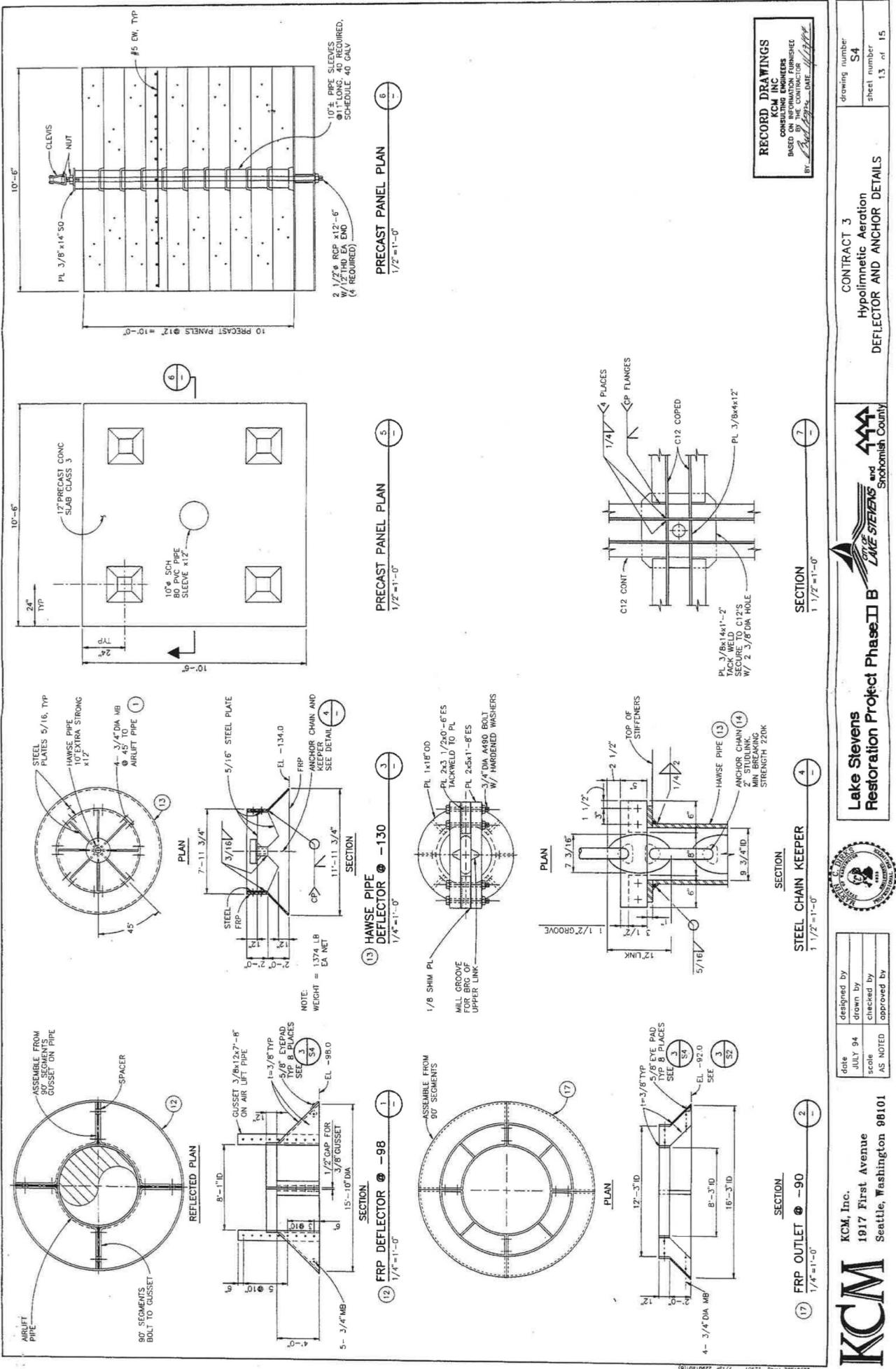
**KCM** KCM, Inc.  
1917 First Avenue  
Seattle, Washington 98101  
**Lake Stevens Restoration Project Phase II B** and **Lake Stevens**  
CONTRACT 3 Hypolimnetic Aeration  
AERATOR MOORING PLAN AND ELEVATION  
Shomish County  
**S1R** drawing number  
sheet number  
10R of 15



designed by	JULY 94
drawn by	
checked by	
approved by	
AS NOTED	







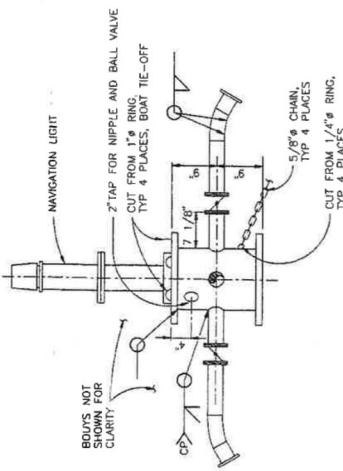
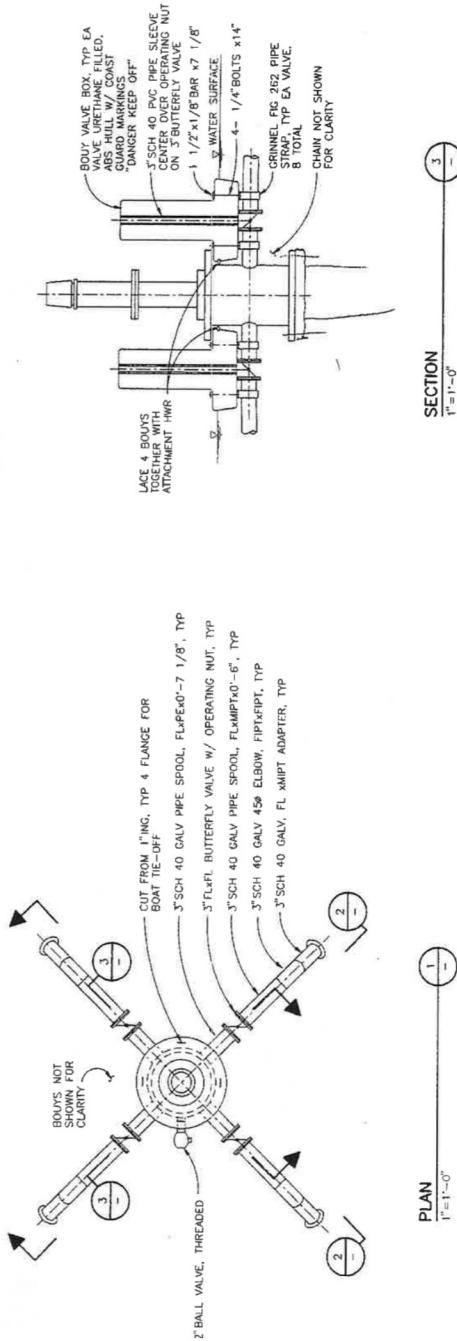
**RECORD DRAWINGS**  
CONTRACT 3  
COMBINE INC.  
BASED ON INFORMATION FURNISHED  
BY THE CONTRACTOR  
By *[Signature]*

KCM, Inc.	date	designed by	drawing number
19117 First Avenue	JULY 94	drawn by	55-A
Seattle, Washington 98101	scale	checked by	
	AS NOTED	approved by	sheet number

14 of 15

CONTRACT 3	
Lake Stevens	Hypolimnetic Aeration

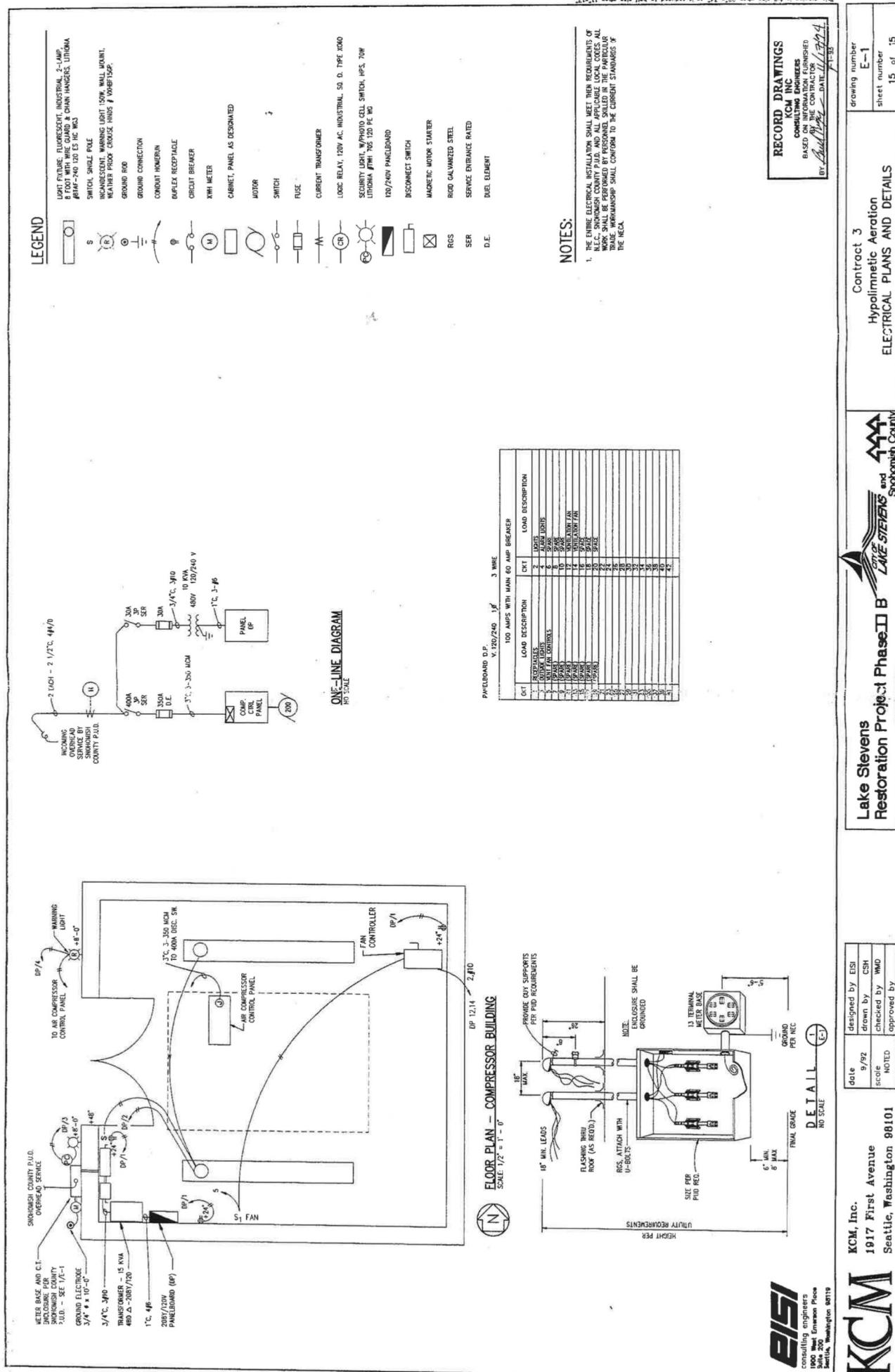
**KCM**



SECTION  
1'-0"

Lake Stevens  
Restoration Project Phase II B  
and  
Snohomish County

AIR SUPPLY HEADER - DETAILS



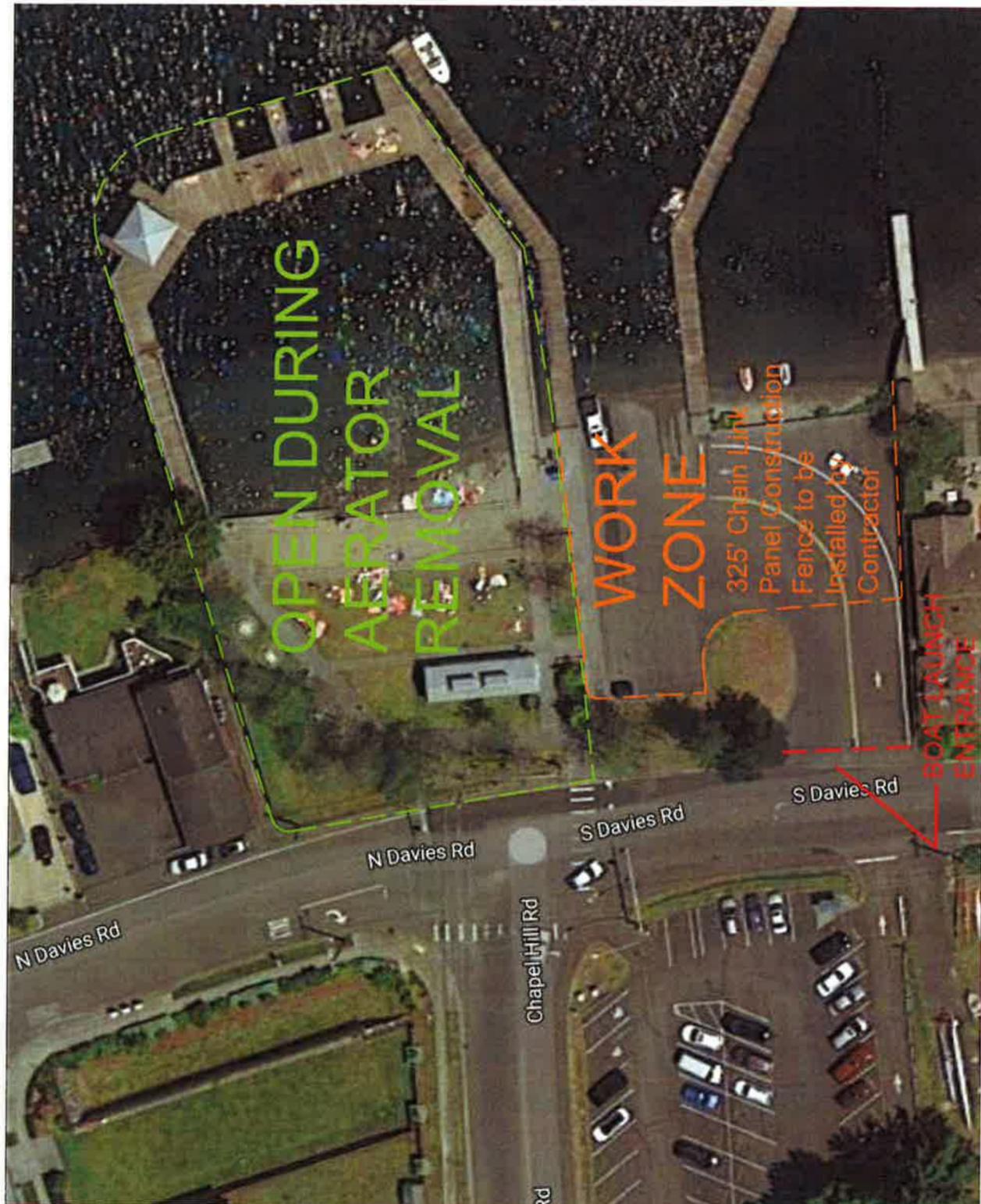


Exhibit B

**WILLARD WYATT  
PARK**  
AERATOR REMOVAL

