

# Invitation to Bid



City of Lynnwood  
**Procurement and Central Services Division**  
425-670-5000

ADVERTISED DATE: September 30, 2019

Invitation to Bid (ITB) Title: Decant Bay Improvements

ITB Number: 3174

**Due Date: Thursday, October 31, 2019 - 2:00 p.m.**

Buyer: Stan Hernandez | [shernandez@lynnwoodwa.gov](mailto:shernandez@lynnwoodwa.gov) | (425) 670-5174

Alternate Buyer: Virginia Meads | [gmeads@lynnwoodwa.gov](mailto:gmeads@lynnwoodwa.gov) | (425) 670-5149

The City of Lynnwood is accepting bids from qualified contractors to complete upgrades to the Decant Bays at our Operations and Maintenance Facility. The project consists of the modification of three decant bays and one collecting bay, including removal of existing gates, construction of false concrete walls adjacent to existing walls and the installation of four new hand-wheel operating gates. The engineers estimated cost is \$100,000.00.

TOTAL BID PRICE: \$ \_\_\_\_\_

## PRE-BID CONFERENCE

Date: Tuesday, September 15, 2019

Time: 1:00 PM (PST)

Location: Lynnwood LOMC

20525 60th Ave W

Lynnwood, WA 98037

Bid submissions must include one (1) original copy and one(1) electronic USB copy. Sealed Bids are hereby solicited and will only be received by:

**City of Lynnwood**

Procurement Services

Attn: Stan Hernandez

19100 44<sup>th</sup> Ave West

Lynnwood, WA 98036

**Bidders shall complete and sign the form below.**

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Alternate Phone

The City reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of the City. Bid results and questions pertaining to this project can be obtained by reaching the Buyer, Stan Hernandez at e-mail [shernandez@lynnwoodwa.gov](mailto:shernandez@lynnwoodwa.gov)

## SECTION 2: TIMELINES AND SCHEDULES

Day/Date	Description
<b>Monday September 30, 2019</b>	ITB made available to contractors via email notification.
<b>Tuesday October 15, 2019</b>	Contractors' ONLY opportunity for a Site Visit will start promptly at 1:00 p.m. at the <b>Lynnwood Operations &amp; Maintenance Center (LOMC)</b> located at: 20525 60 <sup>th</sup> Ave W, Lynnwood, WA 98037
<b>Thursday October 17, 2019</b>	Please submit any questions related to this project via email to the Buyer. Responses will be emailed on October 22, 2019
<b>Bid Due Date Thursday October 31, 2019 2:00 p.m.</b>	Submit your bid using the contact information listed in Section 3, Number 3 – Communication Restrictions: email, fax, USPS, courier, or hand-delivered.  <b><u>Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of bids.</u></b>
<b>Monday November 4, 2019</b>	City will announce apparent low bidder by close of business on date shown.
<b>AFTER AWARD:</b>	
Awarded contractor must return signed contracts and insurance documents within ten (10) business days after receipt of materials from the City. Failure to return these documents may result in rejection of award, and the City could proceed to the next low bidder for award.	
The project must be started within ten (10) days of the issuance of written Notice to Proceed.	

### SECTION 3: INSTRUCTION TO BIDDERS

1. **Response Instructions and Submittal Deadlines:** Submit your bid by the time and date shown in **Section 2** of this document. It is the bidder's responsibility to ensure that bids are received by the deadline. Bids received after the deadline will not be considered.

Contractors should allow normal mail delivery time to ensure timely receipt by the City.

Contractors assume the risk for the method of delivery chosen. Lynnwood assumes no responsibility for delays caused by delivery.

**This bid is not a formal public bid opening and reading.** Bids are informally read and opened in the Purchasing and Contracts office by purchasing staff. The City reserves the right, under special circumstances, to hold public bid openings.

2. **Bonds and Retainage:** Contracts greater than \$150,000 (including tax) require both a Performance and Payment Bond. If the total cost of this project, including Washington State sales tax, is \$150,000 or less, the contractor may, in lieu of the Payment and Performance Bonds, elect to have the City retain ten percent (10%) of the contract amount for a period of forty-five (45) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The City reserves the right to waive bond and retainage requirements for contracts under \$150,000 (including tax).
3. **Communication Restrictions:** Communications regarding this bid must be directed only to the Buyer:

Name: Stan Hernandez, Buyer  
Address: 19100 44<sup>th</sup> Avenue West, Lynnwood, WA 98036  
Phone: 425.670.5174  
Email: [shernandez@lynnwoodwa.gov](mailto:shernandez@lynnwoodwa.gov)

Only the Buyer, no other City official or employee, can speak for the City regarding this bid. The City is not bound by information, clarification, or interpretations from other City officials or employees. Submitters should not contact the City officials or employees, other than the Buyer. Failure to observe this requirement may be grounds for rejection of the contractor's bid.

4. **Interpretation of Bid and Purchase Documents:** The City will not provide binding oral interpretations to bidders as to meaning of bid or contract documents; oral communication is not binding upon the City. Requests for interpretation shall be made to the Buyer until the time and date shown on Section 2. The City will provide addendum for any substantial interpretation or change, which will be sent promptly to parties who received the bid. All addenda shall become part of the bid package.

5. **Addenda:** If the City issues addenda to these instructions, bidders must acknowledge receipt of the addenda on the bid form. It is the bidder's responsibility to ensure that they have received all addenda, although the City will make reasonable effort to provide addenda to all invited bidders. If receipt of addenda (if any) is not indicated on the bid form, the City may assume the bid considers all addenda OR the Purchasing and Contracts Manager may reject the bid.
6. **Standard Specifications and Plans:** Work shall be in accordance with [Standard Specifications for Road, Bridge and Municipal Construction, 2019 Edition](#) as issued by the Washington State Department of Transportation (WSDOT) (hereafter referred to as "Standard Specifications"). Deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications shall pertain only to that particular portion of the section, and the balance of the section shall continue to be in force. Contractor shall obtain copies of these publications, at contractor's own expense.

In many cases herein, this document provides a reference to the Standard Specification as well as a summary for the convenience of the reader. Such summary does not replace or substitute the exact or updated intention of the Standard Specification, and is provided only for the convenience of the reader.
7. **All or None Bids:** "All or none" bids are required. No exceptions or alteration of the bid documents will be accepted. Any acceptable alternates shall be specified and requested by the City.
8. **Bid Sheet:** All quotations shall be submitted on the bid sheet enclosed herein.
9. **Bid Price:** The bid shall include everything necessary for the execution and completion of the contract including, but not limited to, furnishing all material, labor, equipment and subcontractors, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The City will not be liable for any errors in any contractor's bid. Contractors will not be allowed to alter bids after the deadline for the submission of bids.

The City reserves the right to make corrections or amendments due to errors identified in bids by the City or the contractor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Contractors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. The Buyer will review the work sheets and if the Buyer is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the bidder may be relieved of its bid.

After opening and reading bids, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City. The City tax rate shall prevail over any calculated tax provided on the bid form. If tax is calculated improperly, the City shall utilize the City tax rate and calculate accordingly.

10. **Examination of Bid and Contract Documents, Site, and Site Conditions:** Refer to Standard Specifications 1-02.4. In summary, bid submission constitutes acknowledgement upon which the City may rely, that bidder thoroughly examined and is familiar with the bid, specifications and contract documents, familiar with all worksites, reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and received and considered all addenda. Failure or neglect of bidder to examine such documents work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, ordinances or resolutions. A signed contract furnished to the successful contractor results in a binding contract without further action by either party.
11. **New or Used:** All equipment provided shall be of new manufacture, unless otherwise specifically stated or called for in the bid documents.
12. **Signatures:** Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the contract shall also be so executed. If a bid or contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of bidder, upon request of the City. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.
13. **Incurred Costs:** The City is not liable in any way for any costs incurred by respondents in replying to this request.
14. **Withdrawal of Bid:** Contractors may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the contractor must be submitted to the Buyer or Purchasing and Contracts Manager.
15. **Alteration of Bid:** A bid already submitted to the City may be changed in writing, if the notice of change is received before the bid submittal deadline. Such changes need to be signed by an individual authorized to submit bids on behalf of the firm.
16. **Errors and Omissions:** The City will not consider a claim of an error in a bid unless the claim is presented in writing within twenty-four (24) hours after the bids are opened. Additionally, bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than forty-eight (48) hours after the bids are opened.
17. **Bid Openings:** Bids are not publicly opened. Award information will be made available to all bidders at the time and date specified. Results will be available by emailing the Buyer, Stan Hernandez at [shernandez@lynnwoodwa.gov](mailto:shernandez@lynnwoodwa.gov).

18. **Expiration:** Refer to Standard Spec 1-03.2. Submittal of a bid certifies that bid remains valid until the City completes award and enters a contract with a winning contractor, which normally occurs within forty-five (45) calendar days after bid opening. All bids will become void if the City decides to reject all bids.
19. **Right to Reject Bids:** Refer to Standard Specifications 1-02.13. In summary, the City reserves the right to reject any or all bids, waive technicalities or irregularities, and to accept any bid if such action is believed to be in the best interest of the City. Bids may be rejected by the City, with or without cause, in the best interest of the City and/or in the discretion of the City Purchasing and Contracts Manager. Causes for rejection may include but are not limited to: (a) if prices are excessively unbalanced in the opinion of the City, (b) if bid documents are altered; (c) if unit prices are not evident; (d) if addenda are not acknowledged.
20. **Non-Responsive Bid:** Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by the Purchasing and Contracts Manager and not further considered.
21. **Responsible Bidders:** The City shall consider only responsible contractors. The City Purchasing and Contracts Manager may reject bids from bidders that are not considered responsible, in the opinion of the City. Responsible contractors are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform contract work. The City may also consider references and quality to determine responsibility. Contractors are ineligible to submit a bid if any owner has been convicted within the past ten (10) years of a crime that impugns honesty or integrity, or if the contractor has unsatisfied tax or judgment liens. Contractors shall have the required insurance at time of award, a valid and current Washington State contractor's license, City of Lynnwood business license (to be obtained upon award), appropriate to the work at time of bid, and satisfactory business experience. Other factors, including but not limited to, delivery, materials, quality, and equipment may also be considered by the City to determine responsibility. The City reserves the right to use any information, whether supplied through the bid or otherwise obtained, in determining responsibility. In addition, the City reserves the right to determine responsibility under the guidelines of Standard Specification 1-02.14.
22. **Bid Award:** If an award is made as a result of this solicitation, it will be made to the lowest, responsible bidder whose bid is determined by the City to be responsive. Refer to Standard Specification 1-03.2. In summary and as applicable to the City, Notice of Award shall be deemed to have been given when the City Council authorizes award. If no such authorization is required, Notice of Award shall be when the purchase order and/or contract, addressed to the successful bidder at the address shown in the bid unless otherwise noted.
23. **Public Information:** All bids are public information once bids are tabulated and available for public information.

24. **Contract Return:** The successful bidder will receive an award package from the City that includes the contract, request for insurance, and bond documents where applicable. All requested documents must be immediately signed and returned to the City. Each bidder should perform any reviews and consideration of the contract PRIOR to submittal, so that signature of contract can occur immediately following award. Each bidder should have preparations to immediately notify their insurance broker for the required insurance documents. If materials are not returned within the timeframe as shown on the timeline in Section 2, the City retains the right to cancel the award and award to the next lowest responsive and responsible bidder.
25. **Failure to Execute Contract:** Refer to Standard Specification 1-03.5. In summary, should the awarded contractor fail to execute a contract within the terms and conditions herein, contractor may be removed from the eligible bidder's list.
26. **Non-Collusion:** Refer to Standard Specification 1-02.8 (1). In summary, submittal and signature of a bid swears that the bid is genuine and not a sham or 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.
27. **Non-Segregated Facilities:** Contractor agrees that the company does not maintain or provide for employees any segregated facilities, and the contractor does not allow employees to perform services at any such facility. Contractors agree that a breach of this shall constitute a contract violation.
28. **Business License:** Contractors awarded a City contract are responsible for compliance with LMC 5.06.01B and 5.06.04B regarding possession of the City business license. The cost of obtaining the business license is at the expense of the contractor and shall not be reimbursed by the City. Contractors may call 425-670-5159 for more information.
29. **Protests:** The City has a [protest process](http://www.lynnwoodwa.gov/City-Services/Bids-Proposals.htm) available at <http://www.lynnwoodwa.gov/City-Services/Bids-Proposals.htm>
- Any actual or prospective bidder, including subcontractors and suppliers showing a substantial economic interest in the contract, who is aggrieved in connection with the City solicitation or award of a contract may protest to the City in accordance with procedures herein. In no event shall a protest be considered if all bids are rejected, or after the contract in dispute has been executed by the City. In no case shall a bidder or protestor contact the Mayor or other elected City officials regarding the protest or a possible protest action, or the protest will be considered void. This criterion is to insure the ability of the City to respond appropriately and independently to the protest action without undue influence to the protest review.
30. **Award:** Except for contracts which require a formal award by the City of Lynnwood City Council, the City may award and sign a contract at any time according to normal City procedures. Once the City has signed a contract, the City shall reject and no longer accept a protest related to that bid and contract award.

## SECTION 4: CONTRACT TERMS AND CONDITIONS

These general provisions are hereby a part of the conditions agreed to by the contractor upon Bid.

1. **Applicable Law and Forum:** Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Snohomish County Superior Court, which forum shall have sole and exclusive jurisdiction and venue. Also see Article 1-01.3 of Standard Specifications for contract definitions.
2. **Acceptance of Award:** If awarded contractor begins work, the contractor is deemed to have agreed to all addenda, bid, special provisions, contract plans, general provisions, amendments to the Standard Specifications, Standard Specifications and standard plans, contract, and all other related documents. If such work is accepted by the awarded contractor before the City receiving a signed contract, both parties shall regard the contract and documents to be in force.
3. **Contract Documents:** Refer to Standard Specification 1-04.2. In summary, the addenda, bid, Special Provisions, contract plans, general provisions, amendments to the standard specifications, standard specifications, standard plans shall be a part of and constitute the contract entered into by the City and successful bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.
4. **Notice to Proceed:** Contractor shall not commence work until Notice to Proceed has been given by the City. This Notice to Proceed must be issued by the Public Works Director or designee, unless named differently in the Special Provisions. A notice to proceed will be given after the contract has been executed by the City and the contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the project. The time allowed for substantial completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, ten (10) calendar days after the date of issuance of the notice to proceed or the date work commences, whichever is earlier.
5. **Change Orders:** Refer to Standard Specification 1-04.4. In summary, the City reserves the right to add or delete work, items, agencies or locations from this contract, subject to appropriate adjustments to the contract price. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by a written contract change notice from the City Public Works Director or his designee. The execution of a change order shall constitute a waiver of claims by the contractor arising out of the work to be performed or deleted pursuant to the change order, except as specifically described in the change order. General reservations of rights will be deemed waived and void.



6. **Contractor Clean-Up:** Refer to Standard Specification 1-04.11. In summary, all debris resulting from contractor's work, delivery or installation of equipment shall be disposed of entirely by the contractor in an efficient and expeditious manner as required and directed by the Public Works Director or his designee.
7. **Inspection and Acceptance:** Refer to Standard Specification 1-05.1. In summary, work performed under this contract will be monitored and inspected by the Public Works Director or his designee, and accepted by same.
8. **Warranties:** Refer to Standard Specification 1-05.10. In summary, contractor warrants that items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee to the City. Bidder shall submit in writing, and detail the warrantee covering said item(s) or as soon thereafter as immediately required by the City.
9. **Guarantee:** Refer to Standard Specification 1-05.10. In summary, contractor hereby guarantees that all of the work, materials or equipment furnished under this contract will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
10. **Contractor Responsible for Work:** Contractor shall be responsible for all work until its acceptance by the City and contractor will not be released from responsibility for any part of the work until one (1) year after it has been accepted.
11. **Approvals:** Refer to Standard Specification 1-06.1. In summary, materials purchased are subject to the City approval and if rejected are held subject to the contractor's risk and expenses incurred for its return as approved by the Public Works Director or designee.
12. **OSHA/WISHA:** Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of contractor's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
13. **Compliance with Laws:** Refer to Standard Specification 1-07.1. In summary, contractor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold the purchaser harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the contractor for any of the above reasons.

14. **Taxes:** Refer to Standard Specification 1-07.2. In summary, the contractor shall include Washington State Sales and Local Tax where applicable, as a separate item on the invoice. Exclude Federal Excise Tax and supply exemption certificate when necessary.
15. **Licenses and Permits:** Refer to Standard Specification 1-07.6. In summary, contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The City may charge contractors for any of the City permits that are issued, and such costs, if any, shall be borne by the contractor.
16. **Safety Measures:** In addition to the safety provisions outlined in Standard Specification 1-07.1, all work under this Contract shall be performed in a safe manner. Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

17. **Prevailing Wages:** Refer to Standard Specification 1-07.9. In summary, prevailing wages shall apply to all work, in compliance with State RCW and Standard Specifications. It is the responsibility of the contractor to file all required forms with the State of Washington, Department of Labor and Industries, in a timely manner.
18. **Worker's Benefits:** Refer to Standard Specification 1-07.10. In summary, contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the City may retain such payments from any money due contractor and pay the same into the appropriate fund.

After final completion of all work on the project, contractor shall submit a "Request for Release" to the Washington State Department of Labor and Industries on the form they provide. The "Request for Release" form of the Department of Labor and Industries is also for obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

19. **Equal Opportunity and Nondiscrimination:** Refer to Standard Specification 1-07.11. In summary, "The Equal Opportunity Clause" in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference. Also see Article 1-07.11 of Standard Specifications. In all hiring or employment made possible or resulting from this contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color,

creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

20. **Personal Liability:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the City be in any way personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this contract.
21. **Warranty of Title:** The contractor shall warrant good title to all materials, supplies, and equipment purchased for, or incorporated in the work. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor, to recover under any bond given by the contractor for their protection, or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City.
22. **Guarantee of the Work:** 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 (1) year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness. The guarantee 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) 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) days' guarantee of the work from the date of acceptance of such repair or replacement.
23. **Insurance:** The contractor shall not start work under this contract until contractor has furnished proof of insurance as required hereunder and such insurance has been approved by the City; nor shall contractor allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of insurance by the City shall not relieve or decrease the liability of contractor for any damages arising from contractor's performance of the work.

**Contractor shall procure and maintain during the life of this contract, Commercial General Liability, and Automobile Liability Insurance, as detailed herein,** to protect the City and contractor from and against all claims, damages, losses and expenses arising out of or resulting from the performance of work detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW

Chapter 48. Coverage provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the contractor or any subcontractor or by anyone directly or indirectly involved or employed by either of them.

**Contractor insurance policies shall include the City as Additional Named Insured, Form CG 2010 11 85, on a Primary Basis** and others if required by contract documents. All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to the City through certified mail. Exceptions to form must be approved by the Public Works Director or designee and/or the Purchasing and Contracts Manager or designee.

**A Certificate of Insurance including the Additional Named Insured Endorsement on Form CG 2010 11 85 shall be filed with the City after award, but prior to execution of the contract,** for a primary policy of commercial general liability insurance and automobile liability insurance meeting the requirements herein.

The Certificate of Insurance (ACCORD Form 25-S) cancellation clause shall be revised to read as indicated below. Exceptions to this requirement must be approved by the Public Works Director or designee and/or the Purchasing and Contracts Manager or designee.

*Should any of the above described policies be cancelled, changed or reduced in coverage, before the expiration date, the issue company will mail thirty (30) day written notice to the certificate holder named at the left using certified mail.*

Failure of the contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the contract and of any and all obligations regarding the same.

Approval of the insurance, by the City, shall not relieve or decrease the liability of the contractor for any damages arising from contractor's performance of the work.

**Insurance shall provide, at a minimum, the types of insurance coverage, limits and endorsements as set forth below** and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage listed below shall protect the contractor and the City from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

Commercial General Bodily injury and Property Damage Insurance shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate, and shall include Premises & Operations; Owners and Contractors Protective; Products Liability, including completed Operations Coverage; Contractual Liability; Broad Form Property Damage; Commercial Form (to include Extended Bodily Injury); Employees as Additional Insured; Explosion, Collapse &

Underground Hazard; Independent Contractors; Personal Injury; Stop Gap; Cross Liability Clause.

Automobile Bodily Injury shall be written with limits of liability as required by the Supplementary General Conditions, but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include all owned automobiles; all non-Owned automobiles; hired Automobiles; any automobiles or vehicles operated by the contractor for performance of this contract.

Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.

Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including the loss of use thereof, and shall not exclude Injury to, or destruction of, wires, conduits, pipes, mains, sewers or similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during, the use of mechanical equipment for the purpose of excavating or drilling, or injury to or destruction of property at any time resulting therefrom.

Builder's Risk Liability Insurance is required for all contracts that require new construction, for the full value of the structure, and with no more than \$10,000 deductible.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from operations under this contract.

The coverages provided by this policy are primary to any insurance maintained by the City.

Inclusion of more than one Insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the contract would have been liable had only one Insured been named.

There shall be included in the liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled "Hold Harmless Clause."

In the event the contractor is required to make corrections on the premises after the project has been inspected and accepted, s/he shall obtain at his/her own expenses, and before commencement of any corrective work, full insurance coverage as specified herein.

24. **Gifts and Gratuities:** Refer to standard Specification 1-07.19. In summary, businesses must not offer, nor the City employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with the City business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Contractors and the City employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including the City Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to City business.
25. **Dust and/or Mud Control:** The contractor shall furnish all labor, equipment, and means required and shall carry out protective measures wherever and so often as necessary to prevent operations from producing dust and/or mud in amounts damaging to property, the environment, or causing nuisance. The contractor shall be responsible for any damage resulting from dust or mud originating from his operations. The dust and mud abatement measures shall be continued until all required resurfacing is complete or until the contractor has completed arrangements with the proper authorities whereby he is relieved of further responsibility. All cost to control dust and/or mud shall be considered incidental to construction, no further compensation shall be made.
26. **Assignment:** Refer to Standard Specification 1-08.2. In summary, neither party may assign any portion of the contract work without the prior consent of the other party.
27. **Construction Time Limit:** All of the work and materials contemplated to be included in this project shall be completed within the contract time as stated by the City on the bid form. Contractor agrees to pursue completion of the project. There shall be no delays due to inclement weather, unless the City agrees with contractor that weather is abnormal to the season, can be reasonably considered disruptive to the work, and such weather could not be normally expected to occur for this region. In the event that contractor shall fail to proceed with the contemplated work for more than seven (7) working days, contractor shall be deemed to have abandoned the project, and the City may elect to terminate the contract and thereafter proceed to complete the contract through its own forces or through an independent third party. In such event, the contractor herein shall be responsible for all expenses reasonably incurred by the City in completing the work. The contractor will also be responsible for all legal, engineering or other costs caused by the contractor's abandonment, failure or refusal to complete the project within the time provided.
28. **Delays and Extensions of Time:** The contractor herewith specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the City. In lieu thereof, the contractor will be granted equitable extensions of time by the City under the following circumstances:

A delay caused by any suit or other legal action against the City will entitle the contractor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the City will, upon request of the

contractor, in writing, either negotiate a termination of the contract or grant a further extension of time, whichever may at the time be in the best interests of the City.

There shall be no delays or extensions due to inclement weather, unless the City agrees with a claim from contractor that weather is abnormal to the season, can be reasonably proven disruptive to the work, and could not be normally expected to occur for this region.

If the volume of the specified work, measured in dollars, is increased over the total value shown in the contractor's proposal, at the time the award of the contract is made, the contractor will, if the City agrees, be granted an extension of time proportionately equal to the impact on the contract time caused by the increase in the total value.

Should other unforeseen conditions occur beyond the reasonable control of contractor, or should performance of work under a change order make the work more complex or difficult than originally specified and shown on the plans, and such work, in the contractor's opinion, requires more time to execute than allowed by the contract, the contractor shall notify the City in writing prior to the performance of such work, setting forth in detail its estimate of the added time required for such work. The City will, if such estimate is approved, allow an equitable extension of time. Also see Section 5, Change Orders, of these General Provisions.

29. **Breach:** In addition to the events defining a breach as outlined under Standard Specification 1-07.10 (1), a breach of a term or condition of the contract shall mean any one or more of the following: (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; (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 City's sole opinion, contractor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, 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; (7) contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in the City's sole opinion, renders the contractor unable to perform any aspect of the contract.
30. **Default:** In addition to the events defining a default as outlined under Standard Specification 1-07.10 (1), a contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.
31. **Termination for Breach and/or Default:** Refer to Standard Specification 1-08.10 (1). In addition, the City shall be entitled by written 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 and to have all other rights against the contractor by reason of the contractor's breach, as provided by law.

32. **Opportunity to Cure Default:** Refer to Standard Specification 1-08.10 (1). In summary, in the event that contractor fails to perform a contractual requirement or materially breaches any term or condition, the City 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 as assessed by the City. The City is not required to allow the contractor to cure defects if the opportunity for cure is not feasible as determined solely by the City. The City may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the contractor.
33. **Remedies for Cure of Default:** Refer to Standard Specification 1-08.10 (1). In summary, if the nonperformance, breach or default remains after contractor has been provided the opportunity to cure, the City 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 or other damages. The City may procure the articles or services from other sources and hold the bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.
34. **Termination for Convenience:** Refer to Standard Specification 1-08.10 (2). In summary, the City may terminate this contract, in whole or in part, at any time by written notice to the contractor.

35. **Payment and Performance Bonds and Retainage Requirement:**

**Projects \$150,000 or less (including tax):** If the total cost of this project, including Washington State sales tax, is \$150,000 or less, the contractor may, in lieu of the bond, elect to have the city retain ten percent (10%) of the contract amount for a period of forty-five (45) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

The City reserves the right to waive the Payment and Performance Bonds and Retainage for contracts under \$150,000 (including tax) but the City has a right of recovery against the contractor for any payments it makes on behalf of the contractor.

**Projects greater than \$150,000 (including tax):** Contractor shall obtain a Payment and Performance Bonds in accordance with this contract and all attachments incorporated herein. RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five percent (5%) of the monies earned by the contractor as a trust fund for the protection and payment of:

- (a) The claims of any person arising under the contract; and,
- (b) The State with respect to taxes imposed pursuant to Title 82 RCW, which may be due from such contractor.



At the option of the contractor, the moneys reserved shall be:

- a) Retained in a fund by the City; or,
- b) Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest on moneys reserved by the City under the provision of a public improvement contract shall be paid to the contractor; or placed in escrow with a bank or trust company by the City. When moneys are placed in escrow, the City shall issue a check representing the sum of moneys reserved payable to the bank or trust company and the contractor jointly. This check shall be converted into bonds and securities chosen by the contractor and approved by the City and the bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid the contractor as the interest accrues. If contractor wishes to set up an escrow account for retainage deposits, an escrow agreement must be submitted for review thirty (30) days before first deposit. Also see Article 1-09.9 (1) of Standard Specifications; or
- c) Bond in lieu of retainage in a form acceptable to the City.

Retained funds are held until released by the City's disbursing officer upon compliance with all other City, State and Federal requirements. Per RCW 60.28.050, the City notifies the State Department of Revenue upon final acceptance of contracts above \$20,000 (including tax). The City shall not release retainage until it has received from Revenue a certificate that taxes, increases and penalties due from the contractor have been paid in full. RCW 60.28.011, requires the City also observe a forty-five (45) day wait period after date of semi-final acceptance, before release of retainage, to allow a reasonable period of public notification for any liens or claims. The date of semi-final acceptance is the date the Council authorizes same.

The monies deposited in this account may be used by the bank to purchase as directed by the contractor, bonds or other securities chosen by the contractor and approved by the City. Below is a list of such bonds or other securities approved by the City.

- (a) Bills, certificates, notes, or bonds of the United States;
- (b) Other obligations of the United States or its agencies;
- (c) Obligations of any corporation wholly owned by the government of the United States;
- (d) Indebtedness of the Federal National Mortgage Association;
- (e) Time deposits in commercial banks;
- (f) Money market deposits in commercial banks.

Contractor, subject to express written approval of the City, may select other bonds or securities, except stocks. Purchase of such bonds or other securities shall be in a form that shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the City as provided in paragraph two (2) of this Agreement.

36. **Payments:** Refer to Standard Specification 1-09.9. In addition, the contractor shall be paid, upon submission of a proper payment request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76.020, Section 4C. Submitted payment requests must contain the following minimum information:

- (a) Purchase order and contract number (mandatory);
- (b) Item number, quantity and description as appropriate;
- (c) Unit and extended prices;
- (d) Shipping charges when applicable,
- (e) Affidavit of Prevailing Wages Paid from the Department of Labor and Industries,
- (f) Sales tax as applicable.
- (g) Mail Payment Requests to:

City of Lynnwood  
Attn: Accounts Payable  
P.O. Box 5008  
Lynnwood, WA 98046-5008.

Contractor shall be paid thirty (30) days after receipt of an undisputed invoice.

37. **Claims and Dispute Resolution:** A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. A claim may also include other disputes and matters in question between the City and contractor arising out of or related to the contract. Claims must be made in writing. The responsibility to substantiate claims shall rest with the party making the claim. A notice of a potential or future claim does not constitute a claim. Any claims of the contractor against the City for damages, additional payment for any reason, or extension of time, whether under the Contract or otherwise, must be made in strict accordance with the applicable provisions of the contract. No act, omissions, or knowledge, actual or constructive, of the City shall in any way be deemed a waiver of the requirement for timely written notice and a timely written claim unless the City provides contractor with an explicit, unequivocal written waiver.

- (a) All claims must be addressed to: Procurement and Contracts Manager or designee, City of Lynnwood, PO Box 5008, Lynnwood, WA 98046-5008.
- (b) Contractor shall submit in writing to the City all claims, within fourteen (14) days of the event giving rise to the claim. Written claim(s) must specify the conditions and requested relief. The City shall consider such claim and shall meet with the contractor to confer and attempt to resolve the claim.
- (c) Contractor shall diligently carry on the work and maintain the contractor's construction schedule during any dispute resolution proceedings, unless otherwise agreed by it and the City in writing.

**Mediation:** If the claim is not resolved in the process provided immediately above, neither the contractor nor any subcontractor or supplier of any tier may bring a claim against the City in litigation unless the claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the City and contractor.

**Litigation:** Contractor may bring no litigation on claims unless such claims have been properly raised and considered as provided above. All unresolved claims of contractor shall be solved and released unless contractor complies with the time limits above, and litigation is served and filed within the earlier of (a) one hundred twenty (120) days after the day of substantial completion designed in writing by the City (provided that a mediation session has occurred as provided above); or (b) sixty (60) days after final acceptance. This requirement cannot be waived except by an explicit written waiver signed by the City.

- 38. **Indemnification:** To the maximum extent permitted by law, the contractor shall be liable for and shall hold the City harmless from all damages and injuries caused to persons or property arising out of the performance of this contract. The contractor agrees to assume the defense of the City and its officers and employees in all legal proceedings or claims with third parties connected with the contractor's performance under this contract, to pay all expenses, including reasonable attorney's fees, incurred by the City directly or indirectly on account of such legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.
- 39. **Patents, Trademarks and Copyrights:** Contractor warrants that products furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold the City harmless in the event of infringement or claim thereof.
- 40. **Liens/Title:** Contractor warrants that items to be furnished are free and clear of all liens and encumbrances and that contractor has good and marketable title to same.

41. **Hold Harmless:** The contractor shall hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the contractor, its agents or employees pursuant to the contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, the contractor shall pay the same.
42. **Ownership of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the contractor in connection with this contract shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. Contractor shall preserve the confidentiality of all the City documents and data accessed for use in contractor's work product.
43. **Workers Right to Know:** WAC 296-62-054 requires that manufacturers of hazardous substances include with each delivery, a MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
44. **Mutual Responsibility of Contractor:** If, through acts of neglect on the part of the contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the contract agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractors will so settle. If such other contractor or subcontractor shall assert any claim against the City account of any damage alleged to have been sustained, the City shall notify contractor, who shall indemnify and save harmless the City against any such claim.
45. **Compensation and Employee's Liability Insurance:** Contractor shall maintain Worker's Compensation Insurance as required by State Statute for all employees engaged in work on this contract. Should any work be subcontracted, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all subcontractor employees engaged in the work. In the event any class of employees engaged in work under this contract at the project site is not covered under the Workmen's Compensation Insurance as required by State statute, the contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance with

a private insurance company for limits of at least \$100,000 each person and \$300,000 each accident and furnish satisfactory evidence of the same.

46. **Federal Endangered Species Act:** Contractor is responsible for compliance with the Federal Endangered Species Act ("ESA") in the means and methods for performance of the contract work. The City has a strict Environmental Assessment Policy that all contractors are required know and comply with. This policy shall be a condition of bidding and performing work. Contractor may request a copy of the policy from the Public Works Director or designee, unless attached for immediate reference, and shall in any event comply with take avoidance "measures."
47. **Title VI of the Civil Rights Act of 1964:** The City of Lynnwood in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin or sex in consideration for an award.
48. **Minimum Wage Compliance by Bidder:** The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this project, 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.

## **SECTION 5: SPECIFICATIONS**

### **Description of Work:**

The decant facility at Lynnwood Operations & Maintenance Center (LOMC) provides separation and treatment of our street waste brought in by our vactor trucks, so that the materials collected can be reused or disposed properly. The facility subject to this project has three decant bays where in the fluid is released into from vactor trucks and two collecting bays for further settlement and separation. Liquid is held in the decant bays while the suspended solids are allowed to settle out. Each decant bay and collecting bay has currently a gate that has become outdated and unable to support the maintenance activities.

The project consists of the modification of three decant bays and one collecting bay including removal of existing gates, Construction of false concrete walls adjacent to existing walls and installation of four new handwheel operating gates.

### **Phasing Requirements:**

A minimum of two decant bays must remain in operation during construction. Each bay shall be modified individually. Contractor shall expect 2-4 weeks between modifications unless otherwise specified by the city.

### **Removal of Four Existing Gates:**

- Contractor shall remove three gates shown on page 2 of the construction drawings and 1 gate shown on page 3 of the construction drawings.
- Existing gate frames shall remain in their existing location.
- Saw cut and remove 3'4" of the existing CMU wall that separates the decant bays and the collection bays, shown on page 3 of the construction drawings.

### **Concrete Walls**

- Chip out ½" - ¾" of concrete underneath proposed walls. Install L6 x 3 ½ x 3 ½ embedded angle with headed studs at 18" O.C hot-dip galvanize after fabrication and according with the construction drawings.
- Construct reinforced concrete walls for supporting the new gates, anchored to the existing walls with #5 anchor bars embedded 3" into the exiting walls, spaced every 16" on the center and according with the construction drawings. Proposed concrete wall shall be flush with top of the existing concrete. For concrete anchors specification refer to page 3 of the construction drawings.

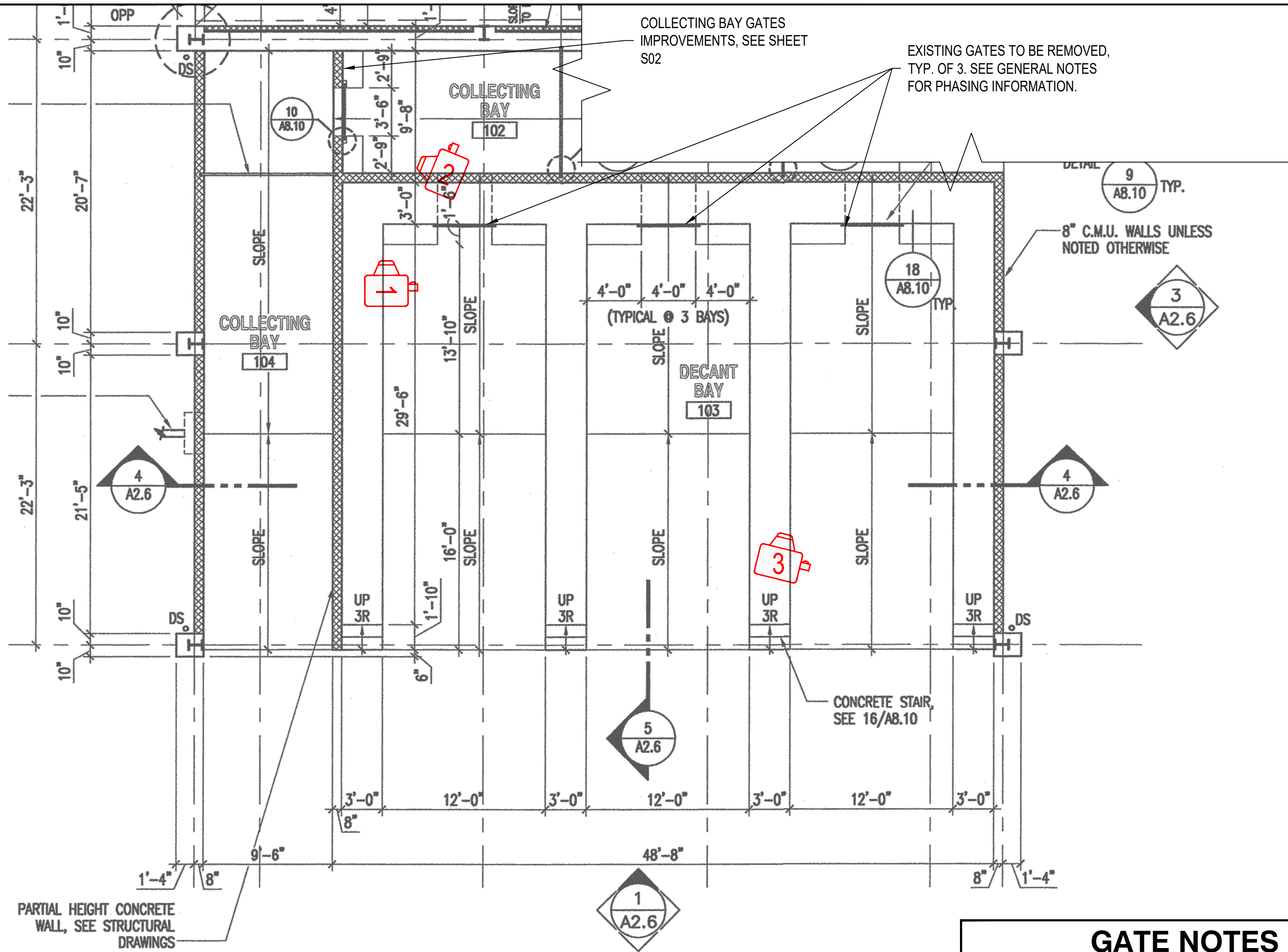
### **Gate Installation**

- Install four mounted stainless-steel slide gates with self-contained and manual handwheel lift in accordance to the construction drawings and the manufacturer's instructions and specifications.





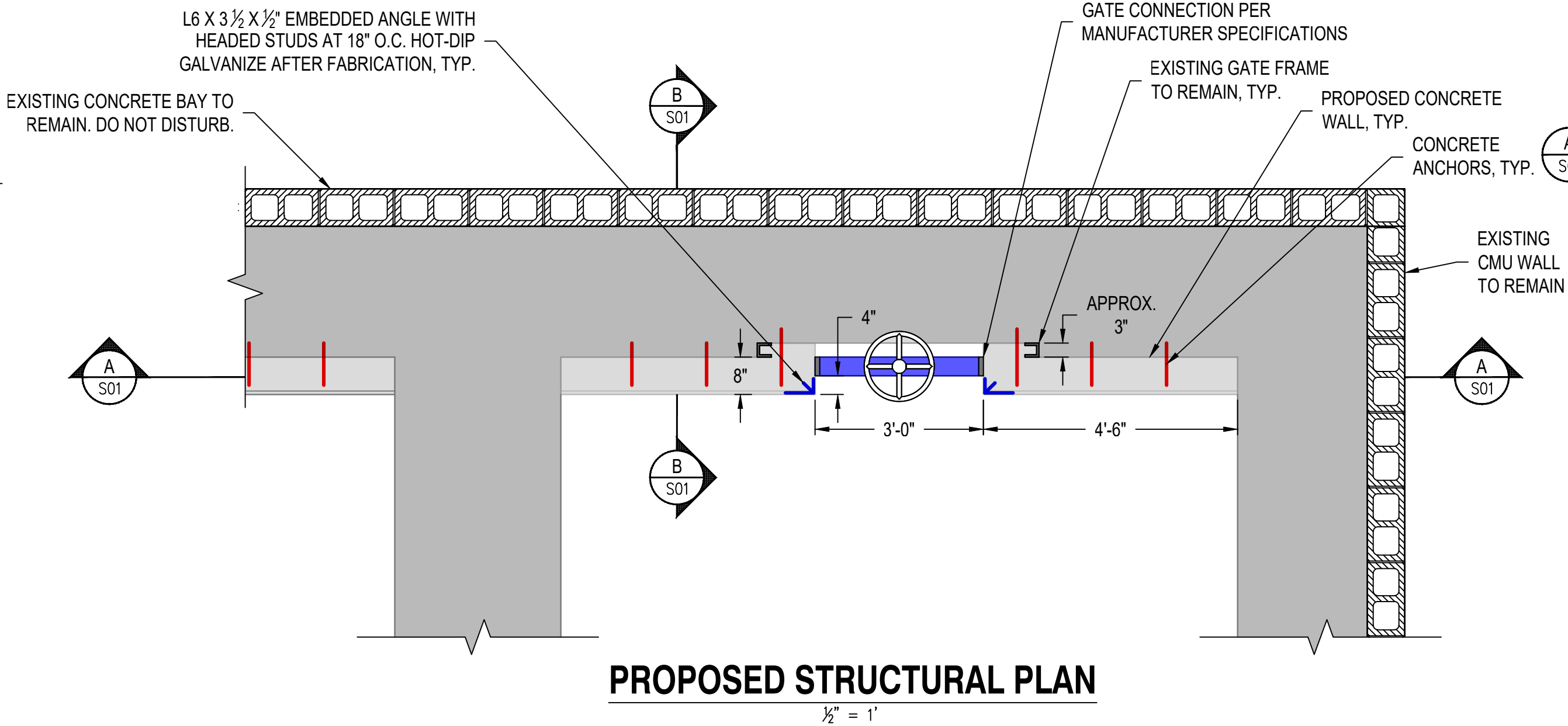




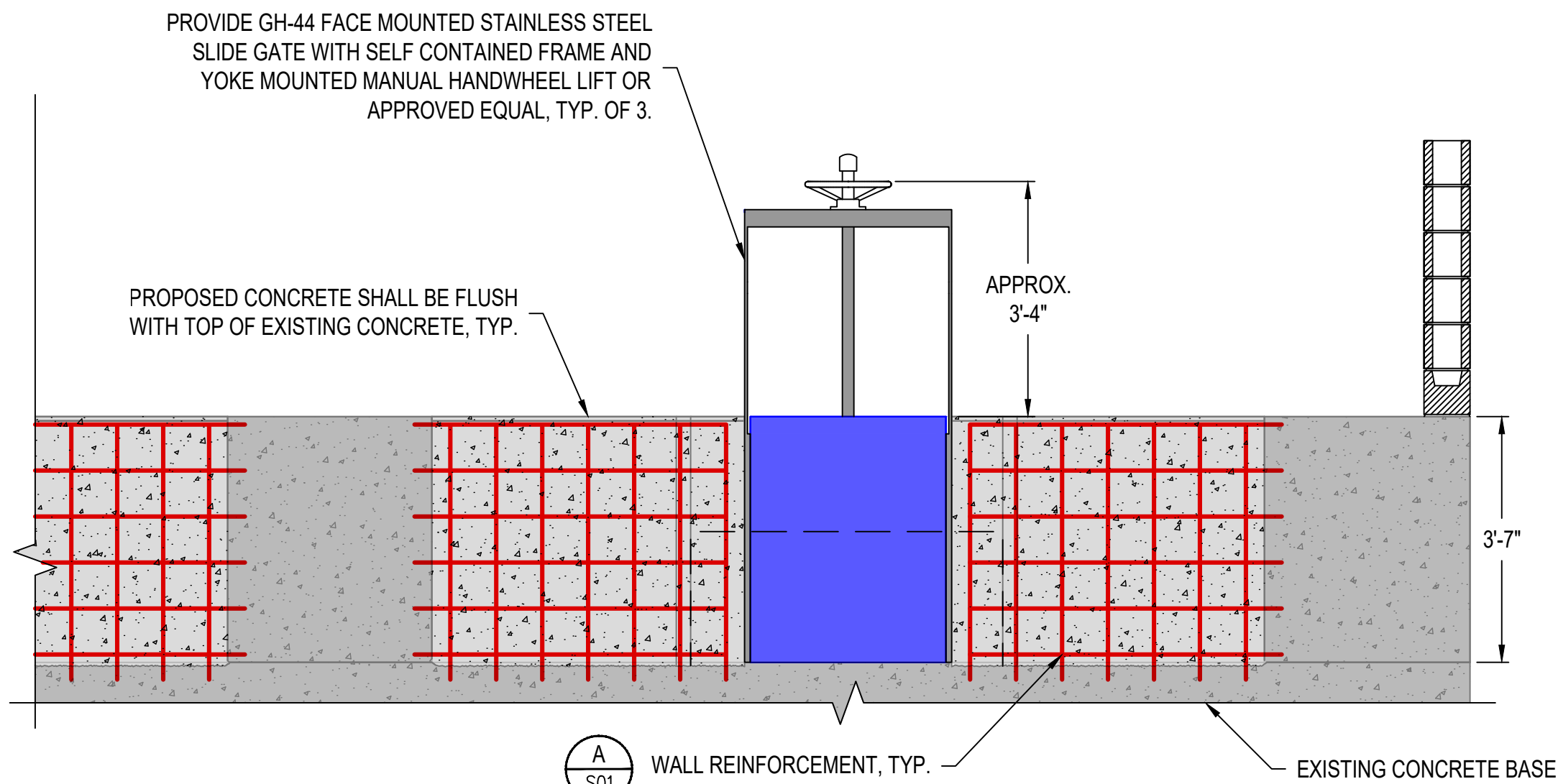
**EXISTING DECANT PLAN**  
NOT TO SCALE

**GATE NOTES**

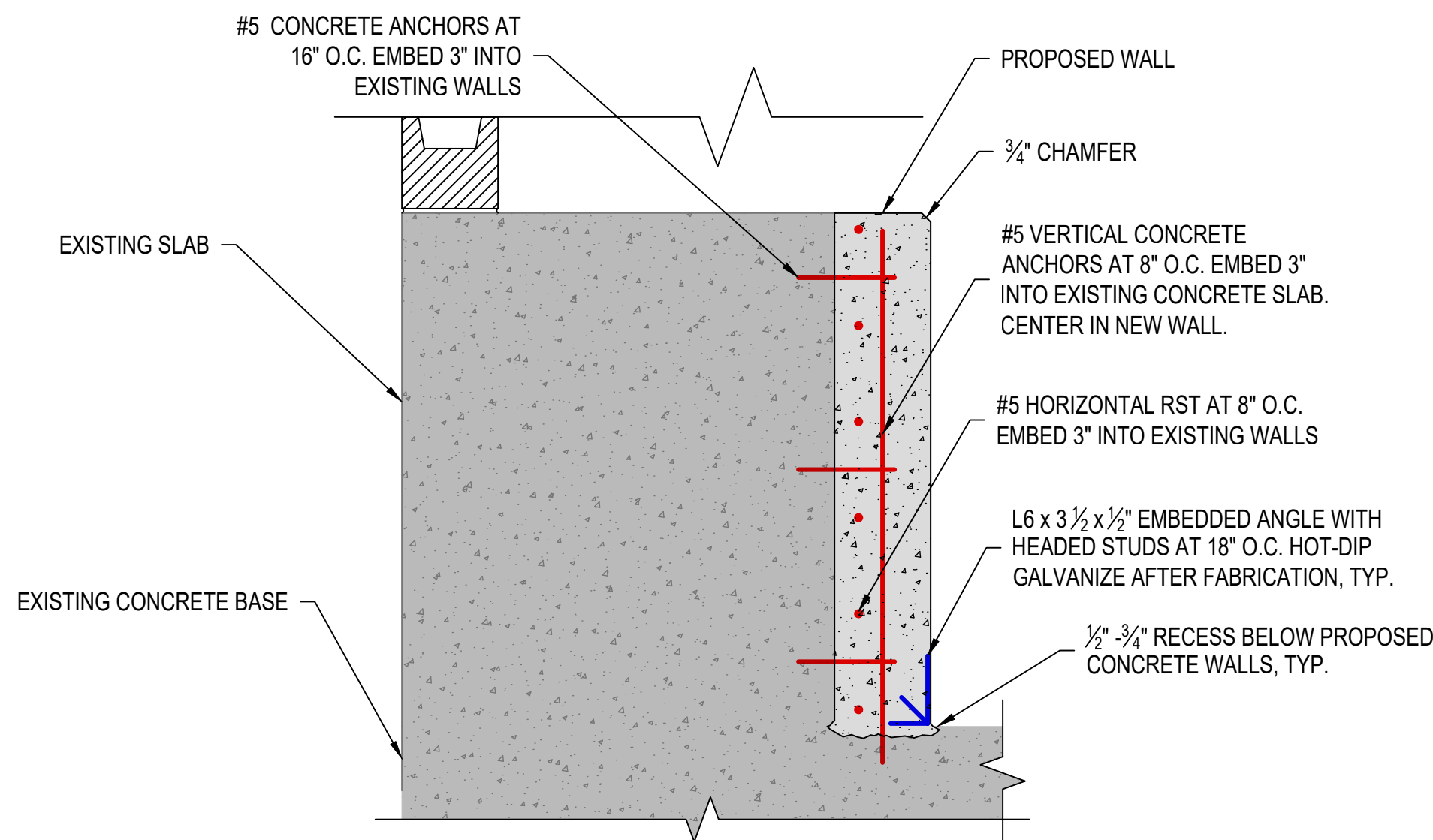
1. GATE SLIDE HEIGHT SHALL BE EQUIVALENT TO THE HEIGHT OF THE EXISTING CONCRETE BAY, APPROXIMATELY 3'-7", TYP.
2. GATES SHALL HAVE 2' OF VERTICAL TRAVEL, TYP.
3. GATES WILL NOT REQUIRE A WATER TIGHT BOTTOM SEAL. MODIFY GATES ACCORDINGLY PER MANUFACTURER RECOMMENDATIONS.



**PROPOSED STRUCTURAL PLAN**  
1/2" = 1'



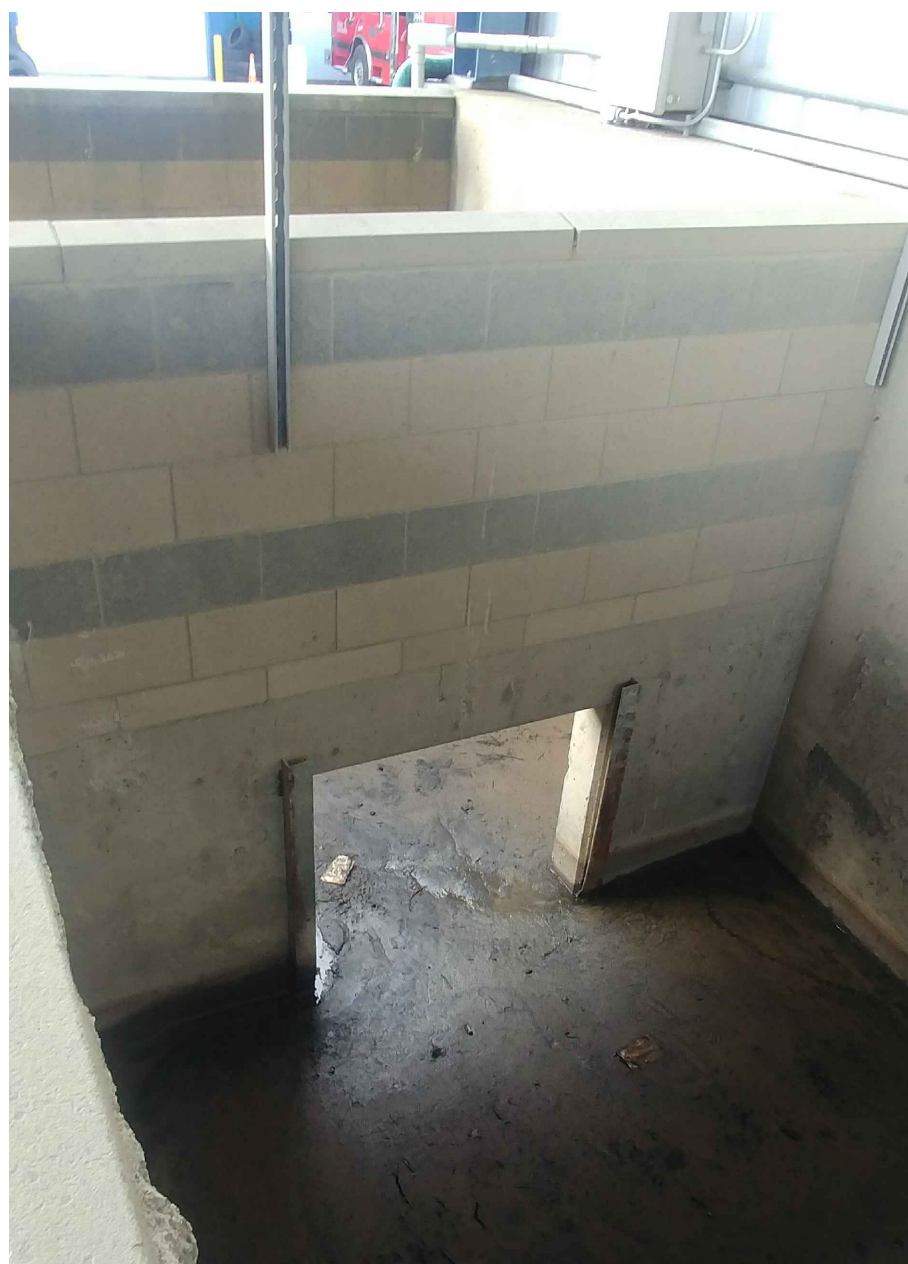
**PROPOSED DECANT SECTION**  
1/2" = 1'



**PROPOSED WALL SECTION**  
1" = 1'-0"



**1 CMU TO BE SAWCUT**  
NOT TO SCALE



**2 EXISTING COLLECTION BAY**  
NOT TO SCALE



**3 EXISTING DECANT BAY**  
NOT TO SCALE

ENGINEER	DATE	REVISIONS	NO.	DATE	DESCRIPTION	BY	REVIEW
KRP	Feb 26, 2019	1					
DJM	Feb 26, 2019	2					
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GENERAL STRUCTURAL NOTES

300  
S02

OTHER DESIGN VALUES USED:

OCCUPANCY CATEGORY	NON - ESSENTIAL FACILITY
CONCRETE	4,000 PSI WITH 60,000 PSI REINFORCING, ¾" MAX NOMINAL AGGREGATE, 0.40 MAX WATER/CEMENT RATIO, 5% +/- 1% AIR ENTRAINMENT.
CMU	1,500 PSI WITH 60,000 PSI REINFORCING
STEEL	A36 FOR PLATES, A992 FOR OTHER
TIMBER	PER TRUSS MANUFACTURER

CRITERIA:

ALL MATERIALS, WORKMANSHIP, DESIGN, AND CONSTRUCTION SHALL CONFORM TO THE DRAWINGS, SPECIFICATIONS, AND THE INTERNATIONAL BUILDING CODE (2015 EDITION)

SPECIAL INSPECTIONS, TESTS, AND OBSERVATIONS:

SPECIAL INSPECTIONS AND TESTS SHALL INCLUDE THE FOLLOWING. REFER TO IBC SECTION 1704 AND 1705 FOR DETAILS.

1. CONCRETE PLACEMENT AT CONCRETE CONSTRUCTION: CONTINUOUS, SEE ALSO SECTION 1705.3 OF THE INTERNATIONAL BUILDING CODE.
2. REINFORCEMENT AT CONCRETE CONSTRUCTION: PERIODIC, SEE ALSO SECTION 1705.3.
3. GROUT PLACEMENT AT MASONRY CONSTRUCTION: CONTINUOUS, SEE ALSO SECTION TMS 602 / ACI 530.1 / ASCE 6, TABLE 5.
4. TESTING OF CONCRETE FOR SPECIFIED COMPRESSIVE STRENGTH (FC), AIR CONTENT AND SLUMP. SEE ALSO TABLE 1705.3.
5. STRUCTURAL OBSERVATION BY A REGISTERED DESIGN PROFESSIONAL IN ACCORDANCE WITH IBC 1704.5 SHALL BE PROVIDED.

GENERAL:

LINES SHOWN ON DRAWINGS MAY BE ASSOCIATED WITH CAD MODELING AND MAY NOT REPRESENT REQUIRED OR ALLOWED JOINTS. SEE DETAILS FOR CLARIFICATION ON REQUIRED AND ALLOWED JOINTS.

REINFORCED CONCRETE:

1. REINFORCING STEEL SHALL BE DETAILED (INCLUDING HOOKS AND BENDS) IN ACCORDANCE WITH ACI 315-99 AND 318-14. LAP ALL REINFORCEMENTS IN ACCORDANCE WITH THE "REINFORCING SPLICE AND DEVELOPMENT LENGTH SCHEDULE" - SEE THIS SHEET.
2. NO BARS PARTIALLY EMBEDDED IN HARDENED CONCRETE SHALL BE FIELD BENT UNLESS SPECIFICALLY DETAILED OR APPROVED BY THE STRUCTURAL ENGINEER.
3. CONCRETE PROTECTION FOR REINFORCING STEEL SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED:
  - 3.1. FOOTINGS AND OTHER UNIFORMED SURFACES CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH ..... 3"
  - 3.2. FORMED SURFACES EXPOSED TO EARTH (WALLS BELOW GRADE),  
WATER OR WEATHER (#6 BARS OR LARGER) ..... 2"
  - 3.3. COLUMN TIES OR SPIRALS AND BEAM STIRRUPS ..... 2"
  - 3.4. SLABS AND INTERIOR FACES ..... 2"

ABBREVIATIONS:

AL - ALUMINUM  
CHK - CHECKERED  
CL - CENTERLINE  
CLR - CLEAR  
EA - EACH  
EF - EACH FACE  
FB - FLAT BAR  
GALV - GALVANIZED  
HORZ - HORIZONTAL  
LLV - LONG LEG VERT  
O.C. - ON CENTER  
PL - PLATE  
RB - ROUND BAR  
RST - REINF. STEEL  
SST - STAINLESS STEEL  
T&B - TOP & BOTTOM  
VERT - VERTICAL

REINFORCEMENT SPLICE AND DEVELOPMENT SCHEDULE				
	MINIMUM STRAIGHT DEVELOPMENT LENGTHS		MINIMUM LAP SPLICE LENGTHS	MINIMUM EMBEDMENT LENGTHS
BAR	TOP BARS	OTHER BARS	TOP BARS	ALL BARS
#4	25"	19"	33"	7"
#5	31"	24"	41"	9"
#6	37"	29"	49"	10"
#7	54"	42"	71"	12"

"TOP BARS" ARE HORIZONTAL BARS WITH MORE THAN 12" DEPTH OF CONCRETE CAST BELOW THEM.  
IF CLEAR CONCRETE COVER IS LESS THAN 2x THE DIAMETER OF THE BAR OR THE CENTER-TO-CENTER SPACING IS LESS THAN (4) BAR DIAMETERS, THEN VALUES SHALL BE INCREASED BY 43%  
SIDE COVER MUST BE EQUAL TO OR GREATER THAN 2-1/2"  
END COVER FOR 90° HOOKS MUST BE EQUAL TO OR GREATER THAN 2"

CONCRETE ANCHORS SHALL BE EITHER HILTI HIT-RE 500-V3 INJECTABLE MORTAR, SIMPSON STRONG-TIE SET-XP ANCHORING ADHESIVE, OR POWERS PE1000+ ADHESIVE ANCHORS AS SPECIFIED. WHERE SIZE IS CALLED OUT ON THE DRAWINGS, PROVIDE MINIMUM EMBEDMENT DEPTHS AS SHOWN ON THE FOLLOWING TABLES. PROVIDE MINIMUM EDGE DISTANCES AND SPACING AS SHOWN ON THE FOLLOWING TABLES UNLESS SPECIFICALLY DETAILED OTHERWISE. SPECIAL INSPECTION REQUIRED.

INSTALL ANCHORS IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

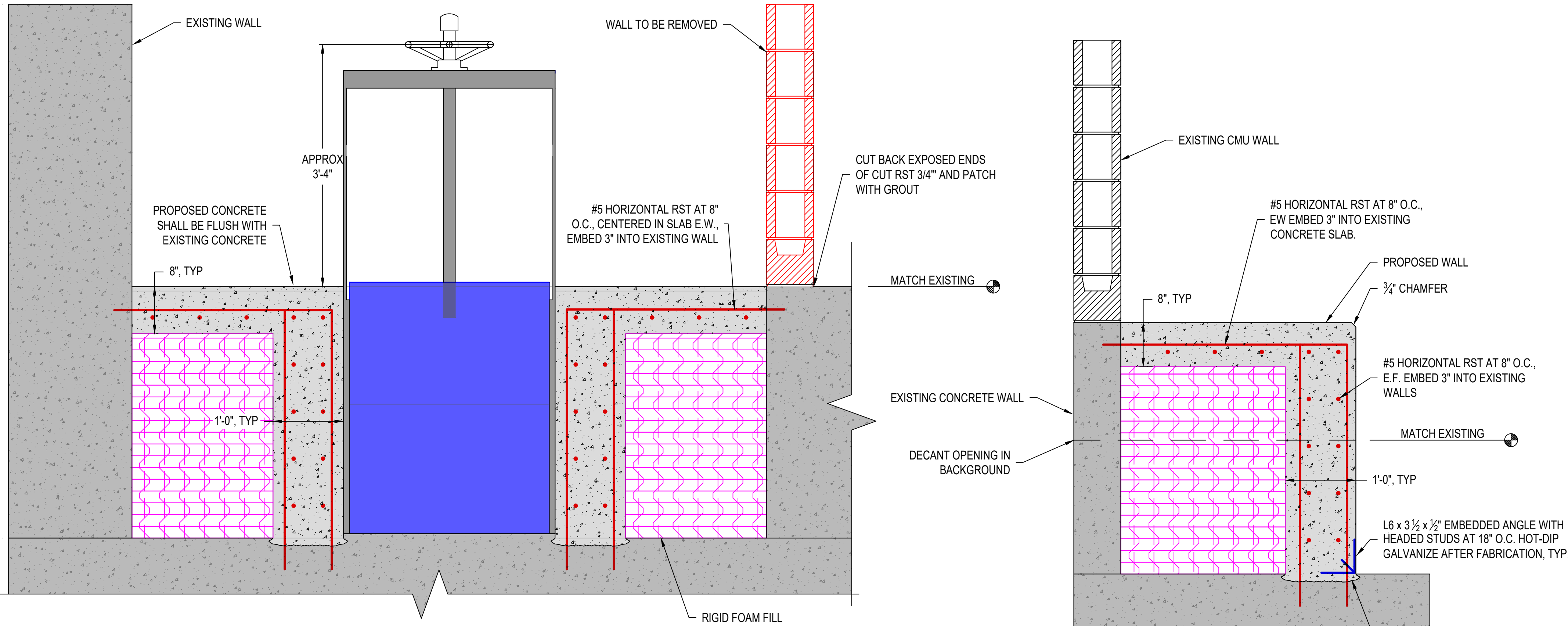
NOTIFY OWNER 48 HOURS IN ADVANCE OF INSTALLATION OF ALL ANCHORS.

WHERE SIZE IS NOT CALLED OUT, ANCHOR SHALL BE SELECTED BASED ON DESIGN LOADS. IF THE MINIMUM EDGE DISTANCE AND/OR MINIMUM SPACING CAN NOT BE ACHIEVED, REFER TO PRODUCT INFORMATION FOR REDUCTION IN ALLOWABLE LOADS.

CONCRETE ANCHORS HILTI HIT-RE 500-V3, SIMPSON STRONG-TIE SET-XP & POWERS PE1000+					
DIA. OF ROD (INCHES) OR REBAR SIZE NO.	MIN. EDGE DISTANCE (INCHES)	MIN. EMBEDMENT (INCHES)	MIN. ANCHOR SPACING (INCHES)	ALLOWABLE LOAD BASED ON BOND STRENGTH (POUNDS)	
				TENSION	SHEAR
1/2	2-1/2	2-3/4	2-1/2	1,027	2,210
5/8	3-1/8	3-1/8	3-1/8	1,312	2,827
3/4	3-3/4	3-1/2	3-3/4	1,556	3,351
7/8	4-3/8	3-1/2	4-3/8	1,556	3,351
#4	2-1/2	4-1/2	2-1/2	1,520	3,618
#5	3-1/8	5-5/8	3-1/8	1,775	5,494
#6	3-3/4	6-3/4	3-3/4	2,225	7,570
#7	4-3/8	7-7/8	4-3/8	2,440	9,428
#8	5	9	5	4,520	11,507

CONCRETE ANCHOR

301  
S02



B  
S02

STRUCTURAL SECTION

1" = 1'-0"

A  
S02

STRUCTURAL SECTION

1" = 1'-0"



SIGNED: 02/21/19



SIGNED: 02/21/19



COLLECTING BAY IMPROVEMENTS

DATE	BY	REVIEW
11B-013		
CLIENT: LYNN	FILENAME: DCTB4-S01.DWG	
DATE: Feb 26, 2019	DATE: Feb 26, 2019	
ENGINEER: CPC	REVIEWER: JMC	
REVISIONS		
NO.	DATE	DESCRIPTION
1		
2		
3		
SCALE: SHOWN		
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"		
DWG NO.: S02	SHEET NO.: 3	3

## SECTION 6: BID SHEET

Complete and return to the City Purchasing and Contracts Division via email, mail or hand delivery to the Buyer listed in Section 3, Number 3 – Communication Restrictions. Submit no later than the day and time shown in Section 2.

**BID SHEET  
DECANT BAY  
IMPROVEMENTS BID # 3174**

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all work in strict compliance with all documents, for the amount set forth below.

- ☐ Bid sheet must be signed.
- ☐ Use ink and print legibly.
- ☐ Initial and date any changes, erasures or cross-outs.

**SCHEDULE:** Work shall be completed within the timeframe specified in Section 1 after the indicated starting date appearing in an official “Notice to Proceed” issued by the City. Liquidated damages shall be imposed as specified in the contract documents for each day contractor fails to meet the completion date.

Item	Description	Qty.	Price:
1.	Decant Bay Modifications	3	
2.	Collection Bay Modification	1	
3.	Gate Installation	4	
		<b>TOTAL:</b>	

Vendor Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_



**CONTRACTOR'S DECLARATION OF RETAINAGE OPTION  
IN LIEU OF PERFORMANCE AND PAYMENT BONDS**  
(May be used if project is \$150,000 or less)

**DECANT BAY IMPROVEMENT  
BID # 3174**

In lieu of providing a Performance and Payment Bonds, I hereby elect to have the City of Lynnwood retain ten percent (10%) of my payment for this project for a period of forty-five (45) days after acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

ADDRESS \_\_\_\_\_

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

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

TITLE \_\_\_\_\_

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

## SECTION 7

## BID OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left-hand corner of the submission package.

**URGENT – SEALED BID ENCLOSED****Do Not Delay – Deliver Immediately****CITY OF LYNNWOOD**

Procurement and Central Services Division

Attn: Stan Hernandez

19100 44<sup>th</sup> Ave W

Lynnwood, WA 98046

**Bid No.:** 3174**Bid Title:** DECANT BAY IMPROVEMENTS**Due Date:** 2:00 PM (PST) OCTOBER 31, 2019**Vendor:****URGENT****URGENT**