



# Town of Coupeville

4 NE Seventh ▪ PO Box 725 ▪ Coupeville WA 98239  
360.678.4461 ▪ 360.678.3299 Fax ▪ [www.townofcoupeville.org](http://www.townofcoupeville.org)

## SPECIAL COUNCIL MEETING AGENDA

Wednesday, July 1, 2015

4:30 pm

Rm. 116 in the

Old County Courthouse (1 NE 7th)

### CALL TO ORDER

### NEW BUSINESS

- 1. Approval to Award the Town of Coupeville – Madrona Way Improvements – Phase I project to C. Johnson Construction, Inc., contingent on USDA Agreement to Award-** *Staff recommends approval to Award the Town of Coupeville – Madrona Way Improvements – Phase I project to C. Johnson Construction, Inc., contingent on USDA Agreement to Award.*

### ADJOURNMENT

# Memorandum

**To:** Mayor and Town Council

**From:** Gregory R. Cane, P.E. 

**Date:** 6/29/15

**Re:** Madrona Way Improvements, Phase 1 - Recommendation of Award

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Thank you for your patience, and for agreeing to hold a follow-up special Council meeting for the purpose of consideration of a construction contract award for the Phase 1 Madrona Way Improvements project.

Bids for the project were opened on June 8, 2015. Since that date, Town staff has been very active in the evaluation of the bids and bidders. The previous salient document prepared for the Mayor and Council regarding staff evaluations was, as follows.

- Memorandum dated June 16, 2015 to the Mayor and Town Council - Madrona Way Improvements, Phase 1 - Post Bid Status and Recommendation of Award (81 pages)

If you would like a copy of this document, please let me know.

Council had previously scheduled a meeting on June 17, 2015 to consider an award to TRICO Companies, LLC, the second low bidder on the Madrona Phase 1 project. On the morning of that day, I received a telephone call and e-mail (See Enclosures **M-1** to **M-4**) from TRICO reflecting that they had made a serious error on the Sanitary Sewer Lift Station bid item. It appears that the error resulted in the Contractor bidding approximately \$65,000 to \$80,000 too low. Based on information from TRICO and the Electrical Subcontractor (Ackermann Electric Co.), the portion of the specifications wherein it was reflected that the lift station controls were to be sole-sourced from Systems Interface, Inc. (**M-5**) was not found by Ackermann. The subcontractor proposal from Ackermann (**M-6** and **M-7**), as provided to two of the project bidders (See table as **M-8**), had the mistake. The other bidder using the Ackermann subcontractor proposal was bidder No. 3, Carman's Construction, LLC.

As described in my June 16<sup>th</sup> memorandum to the Council, the low bidder on this project (RAZZ Construction, Inc.) was previously disqualified because of health and/or safety violations termed "Serious" by the State Department of Labor and Industries. As indicated therein, Section 00 21 13-3.03-B9 (Criterion No. 9) of the Project Manual indicates:

*The bidder shall not have had any workplace safety and health violations in the prior three years determined by the Department of Labor and Industries to be capable of causing serious injury or illness.*

The Project Manual language further directs the Engineer to disqualify any bidder that has any Serious Safety or Health violations in the last three years. In further review of the six bidding contractors, there is one other bidder who has a Serious Safety or Health Violation in the last three years. As reflected in Enclosure **M-9**, SRV Construction, Inc. had a Serious Violation in 2013. The violation related to flagging practices in Lake Stevens, WA (**M-10** to **M-12**).

Follow-up correspondence was sent to TRICO Companies, LLC, Carman's Construction, LLC and SRV Construction, Inc. on June 23 (Enclosures **M-13** to **M-30**). As provided therein, the three bidders had two business days to file a protest. The two business day time period ended at 5 p.m. Friday, June 26; as of that time, no letters of protest were received. SRV Construction did, however, send a letter of response to the disqualification on June 25, 2015. A copy of the June 25 letter is included as **M-31**.

Town Staff has completed its independent review of C. Johnson Construction, Inc., including the June 8, 2015 bid, Bidder Responsibility and work history. The results of that review are included as **M-32** to **M-49**. Based upon our review, C. Johnson Construction, Inc. was found to be a responsible and responsive bidder.

I am therefore recommending at this time that the Town proceed with a contract award to C. Johnson Construction, Inc. The C. Johnson total bid amount is \$1,092,900.24, slightly below the Engineer's estimate of \$1,099,249.40.

It must be acknowledged that this has been a most unusual post-bid process. Working day-to-day with the Mayor's Office and our Town Attorneys, we have looked at the options available to the Town at this time. One closely-considered option was the possible rejection of all bids and the re-advertisement of the project. Given the time involved in re-advertisement, and the need to move forward with the project, this option was not pursued.

As reflected in the proposed motion below, the Council will be asked to make a conditional construction contract award to C. Johnson Construction, Inc. The award will be conditioned upon the concurrence of the State Engineer for the USDA - Rural Development Program. I believe that concurrence to be forthcoming, and that it will be forwarded to the Town by Thursday, July 2, 2015.

**Recommended Action:**

Motion to award construction contract to C. Johnson Construction, Inc. for the Madrona Way Improvements - Phase 1 project in the amount of \$1,092,900.24, conditioned upon the concurrence of the USDA - Rural Development Program. A contingency of up to 10% of the award is authorized as needed.

**Gregory Cane**

---

**From:** Brian Wolfe [brian@tricompanies.com]  
**Sent:** Tuesday, June 16, 2015 5:16 PM  
**To:** Greg Cane (greg@caneengineering.com)  
**Cc:** Evan Ackermann (ackereco@fidalgo.net); Clint Lucas; Bruce Berglin; Michelle Hurteau  
**Subject:** Madrona Pump Controls  
**Attachments:** SII Quote QS15F008s1.pdf

Greg,

We have a potentially expensive and sticky matter raising its head. It involves the line in the specs giving sole source status to Systems Interface. There are several issues that get extremely complicated and I think we should resolve them prior to your awarding a contract to TRICO.

Facts:

1. Systems Interface (SII) did not quote TRICO, our electrician Ackerman Electric or Dahls Electric.
2. Ackerman quoted \$40K total for electrical work including the control panels and their interface which TRICO relied upon in their Bid.
3. SII's quote for the control panels only was emailed to me today for \$79K FOB their facility. An extremely high price which seems to be taking advantage of the taxpayers funding this project due to their sole source status.
4. SII's schedule will not meet the project deadline. This will become an issue when liquidated damages are assessed because of the specified sole source.
5. Failure to complete the project on time will reflect poorly on all involved.
6. TRICO was not the apparent low, so they did not have the timely ability to claim error on its Bid Proposal.

With margins still tight as evidence by the close bidding, no one can afford to take an \$80,000 hit. I would like to have a meeting prior to award with you, Ackerman Electric and William LaRue to see if we can avoid conflict and get this difficult project completed on time and budget.

Thank you for your consideration,  
 Brian

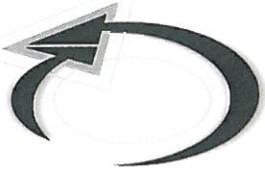
BRIAN WOLFE  
 PRINCIPAL | PRESIDENT

D (360) 610-4895 | T (360) 757-2373 | EXT. 111 C (360) 661-0433 | F (360) 757-3963  
[brian@tricompanies.com](mailto:brian@tricompanies.com)<<mailto:brian@tricompanies.com>>

[[http://www.jennergy.com/emails/signature/trico\\_logo.jpg](http://www.jennergy.com/emails/signature/trico_logo.jpg)]<<http://www.tricompanies.com/>>

TRICO Companies, LLC | PO Box 409 | 15066 Josh Wilson Road | Burlington, WA 98233

[www.tricompanies.com](http://www.tricompanies.com)<<http://www.tricompanies.com/>>



# Systems Interface Inc.

(425) 481-1225 T  
(425) 481-2115 F  
[www.systems-interface.com](http://www.systems-interface.com)

22125 17<sup>th</sup> Avenue SE - Suite 111  
Bothell, WA 98021-7406 USA

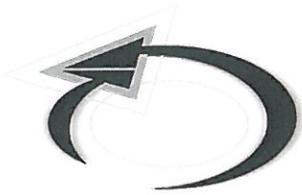
**To:** *Bidder*  
**From:** Marcus Lee-Chin @ Systems Interface Inc.  
**Date:** June 8<sup>th</sup>, 2015  
**Re:** Town of Coupeville, Madrona Way Development Lift Station Project  
**Spec Sections:** Instrumentation, Controls, and Telemetry Systems  
**SII Quote #:** QS15F008

**Inclusions: Standard Inclusions**

1. Development of a complete set of Electrical Schematics, Panel Layout drawings, and Bill of Materials for all SII supplied equipment.
2. Detailed Design Submittals with Datasheets
3. Three copies of Operation and Maintenance Manuals.
4. Witnessed Factory Functional Testing.
5. On-site customer witness testing of all supplied equipment.
6. On-site startup, testing, and commissioning services consisting of two (2) days (Note that, per spec 16921-3.8A, only one day is required).
7. On-site training consisting of one (1) 2-hour session.

**MCP Panel: Pump Station Main Control and Telemetry Panel**

1. 72"x72"x24" (approximate) Nema 12 rated enclosure.
2. 20"x16"x12" Intrinsically Safe Enclosure, Type 4/12
3. Incoming 230 VAC, 1-phase Power (from Panel board A)
4. Two 60 Amp rated, through the door, pad-lockable, Disconnect Switches (fused)
5. Two 10HP, 1-phase input, 3-phase output, 230 VAC Variable Frequency Drives (AB Powerflex)
6. Two Line Reactors (3%).
7. Two Door-mounted Drive Interface Modules (HIM) – capable of displaying amperage
8. 120V power distribution (from PanelBoard A, by others) with circuit breakers.
9. Two Interior Panel Lights (these are not shown on drawings E6 or E7, but called for in 16921-2.6.8).
10. 2 Pos Selector Switches as required.
11. Two Hand-Off-Auto selector switches for both pumps.
12. One Lead-Lag-Alternate Selector Switch
13. Common Alarm Buzzer
14. Indicator lamps for Control Power On and UPS Power On.
15. Operator In Trouble Mushroom-head Pushbutton.
16. 750VA Un-interruptible Power Supply (UPS) – Industrial Grade (DIN-rail mountable) – without I/O card.
17. Bypass UPS Selector Switch
18. 24VDC Power Supply with fused power distribution (non-redundant).
19. Allen-Bradley ControlLogix Programmable Logic Controller & Telemetry Unit with 48 Digital Inputs, 16 Digital Outputs, 4 Analog Inputs, & 2 Analog Outputs.
20. Panel door Mounted, 7" Graphical Operator Interface (Allen-Bradley Panelview Plus 700)
21. Ethernet Switch, 8-point, DIN Rail mounted – with any needed cables.
22. 4-Channel Automatic Alarm Dialer (Antx)
23. Two Intrinsic Safety Barriers for Float Switches
24. One Intrinsic Safety Barrier for Level Transmitter
25. One Breather Kit for Submersible Level Transmitter.
26. Two Pump Moisture / Leak Sensors (B/W Controls 1500 series).
27. Reserved space for future Radio Modem and power supply.



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(425) 481-1225 T  
(425) 481-2115 F  
[www.systems-interface.com](http://www.systems-interface.com)

22125 17<sup>th</sup> Avenue SE - Suite 111  
Bothell, WA 98021-7406 USA

28. Approximately 10 Control and Interposing Relays
29. Terminal blocks, wire duct, fuse holders, & misc. panel components as required.
30. UL508A and UL 698 Certification for connection to hazardous areas.

### Instrumentation

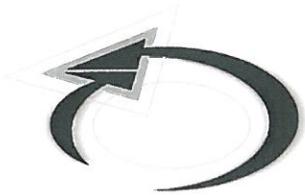
1. One strobe light for exterior mounting.
2. One Intrusion Limit Switches (Pump House), Nema 4X Rated
3. Three Polypropylene Float Switches (Anchor Scientific Brand).
4. One Submersible Level Transmitter with Large Diaphragm (Druck PTX 1830)
5. One iTrans LEL Fixed Gas Detector with Catalytic Sensor, analog output, and remote display kit.
6. LEL Gas Detector Test Box with calibration Gas Kit

### A Spare Parts Kit consisting of

1. 5 spare lamp bulbs of each type utilized
2. 5 spare fuses of each type utilized
3. 5 spare Nameplates, if needed

### Exclusions:

1. No Flowmeter is currently included in our scope of work. A flowmeter is shown on drawing E3, but not shown on drawing PS4. Also – a flowmeter is not called out in specification section 16921.
2. For the MCP panel: UPS low battery voltage I/O card, Redundant Power Supplies, Radio, Radio cables, or Radio Power Supply.
3. PLC monitoring of these items: VFD amperage (assuming the VFD keypad display of amperage is sufficient); DC power supply status, or UPS Battery status.
4. Spare parts beyond that listed above.
5. Polyethylene tubing for LEL gas detector.
6. PLC or Operator Interface Unit Program Development software.
7. Ammeters (assumed that the ammeter display on the VFD Keypad display would be sufficient).
8. Specialty Motor Seal Leak Detector Moisture Sensing Electronics – if our standard B/W Controls 1500 series would not work and pump supplier doesn't provide them.
9. Transfer Switches, Service Entrances, Main Disconnects, Power Meter Bases, Generator Receptacles, etc.
10. Lighting and Blower Controls or Contactors.
11. Telephone line installation parts, labor, or fees.
12. Field Installation labor. Interconnecting field wiring (and field wire), conduit, field terminations, mounting brackets, stanchions, supports, mounting pads, fittings, tubing, valving or piping, or float anchoring systems.
13. Pumps, pressure gauges, manifolds, bushings, thermowells, diaphragms, annular seals, purge assemblies, stilling wells, valves, pump overtemp sensors, pump moisture sensors, or solenoids that are not an integral part of the supplied instrumentation.
14. Seismic Calculations to ensure Seismic Zone installation requirements are met.
15. Cost of permits and inspection requirements of field installation.
16. Costs due to local laws or union regulations to have non-SII craftsman make adjustments or wiring modifications to *Systems Interface Inc.* supplied equipment during start-up and calibration.
17. Costs associated with contractor requirements to perform drug testing and meet extraordinary on-site safety requirements.
18. Costs associated with submission of certified payroll and monthly EEO reports, completion of Affidavit of Wages paid, and filing of Intent to Pay Prevailing Wages.



# Systems Interface Inc.

(425) 481-1225 T  
(425) 481-2115 F  
www.systems-interface.com

22125 17<sup>th</sup> Avenue SE - Suite 111  
Bothell, WA 98021-7406 USA

- Systems Interface Inc.** is a supplier of control systems and has no employed staff which fall under Prevailing wage rules and requirements.
19. Systems Interface's proposal is based upon an award of purchase order. Engineering labor, administrative labor, and other miscellaneous costs associated with subcontracting and/or bonding can be provided at an additional charge.
  20. Systems Interface will not be providing any material or services not quoted in our specification sections.

<b>Pricing:</b>	<b>Motor Control &amp; Telemetry Panel.....</b>	<b>\$79,625</b>
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All prices are net prices and do not include bonding costs.  
Prices are valid for a period of 60 Days.

**Payment Terms:** Monthly progress payments upon verifiable work completed. This includes a 10% mobilization payment due upon completion of engineering design and submittals. If equipment is ready for shipment to jobsite and necessary for billing, but the site cannot receive it, additional storage fees may apply.

**Addenda Received:** None received

**Estimated Delivery:** Submittals and Integration Drawings: within **2-3** weeks from Notice to Proceed  
Delivery of equipment to Jobsite: approximately **6-8** weeks from Submittal Approval  
Startup, Commissioning, Training: coordinated with the Town & Contractor.

**Shipping Terms:** Material for this project will be FOB Bothell, WA..

**Warranty:** **Systems Interface Inc** warrants defects in material & workmanship for all systems supplied by **SII** for a period of one (1) year beginning on the date of shipment. Any defective materials or workmanship will be repaired or replaced free of charge during the warranty period. No warranties are verbally expressed or implied.

If there are any questions regarding this scope of work, please contact me at (425) 481-1225.  
Thank you for your consideration of this quotation.

Sincerely,  
**Systems Interface Inc.**

Marcus J. Lee-Chin, P.M.  
Project Manager  
email:mjlee@systems-interface.com

QS15F008s1.doc

- D. Process instrumentation and control system equipment and devices, control panels programmable logic controllers, motor control centers, variable frequency drives, communications networks, etc. shall be furnished, programmed, tested, etc. by Systems Interface Inc. to match and integrate with existing Town of Coupeville systems and equipment. No substitutions. Contact:



Marcus J. Lee-Chin  
Systems Interface Inc.  
1916 – 220<sup>th</sup> St. SE #M-102  
Bothell, WA 98021  
Phone: (425) 481-1225  
Email: [mjlchin@systems-interface.com](mailto:mjlchin@systems-interface.com)

- E. Programmable logic controllers, motor control centers, variable frequency drives, motor starters, etc. shall be manufactured by Allen-Bradley, to match and integrate with existing Town of Coupeville systems and equipment. No substitutions.

#### 2.03. SPARE CAPACITY

- A. Unless sizes and/or quantities are specifically indicated, provide at least 20% spare wiring capacity in all cabinets, panels, cable trays and raceways.

#### 2.04. ENCLOSURES

- A. Equipment, devices, luminaires, boxes, etc. located indoors shall have general purpose (NEMA 1) enclosures.
- B. Equipment, devices, luminaires, boxes, etc. located outdoors shall be provided with weatherproof (NEMA 3R) enclosures. Surface finish shall be a rust inhibiting primer followed by an epoxy or polyurethane polyester top coat.
- C. Provide gaskets, seals, etc. as required to prevent the entrance of moisture, debris, insects, etc.
- D. Enclosures and boxes shall be fabricated from code gauge, or heavier, galvanized steel. Surface preparation and finish shall be manufacturer's standard unless noted otherwise.
- E. Include all necessary mounting, etc. accessories.

#### 2.05. SUPPORTS AND CHANNEL

- A. Channel, framing members, etc. shall be 12 gauge steel, galvanized, 1<sup>5</sup>/<sub>8</sub> inch channel width with all necessary accessories.
- B. Threaded rod shall be steel, minimum <sup>3</sup>/<sub>8</sub> inch diameter.

# ACKERMANN ELECTRIC COMPANY

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1700 RAILROAD AVE. - MOUNT VERNON, WA 98273  
Phone (360) 336 - 6188 Fax (360) 336 - 6189

## PROPOSAL

June 2, 2015

Bidding Contractor

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**For an electrical installation at the Coupeville Madrona Way including the following :**

Electrical per plans and specifications dated May 2015, no addendems.

**EXCLUSIONS:**

Generator and transfer switch.  
Digging, backfill, and compaction.

**NOTES :**

This proposal is valid for 60 days.  
Payment is due in full upon completion.

**PRICE : \$39,625.00 PLUS TAX**

ACCEPTANCE \_\_\_\_\_ DATE \_\_\_\_\_

**Thank you !**

**From:** [Ackermann Electric Co.](#)  
**To:** [Brian Wolfe](#)  
**Subject:** RE: Water and sewer pump station  
**Date:** Wednesday, June 03, 2015 8:41:51 AM

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Yes, the control panel is included, I have floats covered covered just in case as well.

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**From:** "Brian Wolfe" <brian@tricompanies.com>  
**Sent:** Wednesday, June 03, 2015 8:21 AM  
**To:** "Evan Ackermann" <ackereco@fidalgo.net>  
**Subject:** RE: Water and sewer pump station

Thanks Evan,  
Does this include the control panel? I am assuming the floats come with the pumps that we are providing?  
Have fun, Brian

BRIAN WOLFE  
PRINCIPAL | PRESIDENT  
D (360) 610-4895 | T (360) 757-2373 | EXT. 111  
C (360) 661-0433 | F (360) 757-3963  
[brian@tricompanies.com](mailto:brian@tricompanies.com)

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TRICO Companies, LLC | PO Box 409 | 15066 Josh Wilson Road | Burlington, WA 98233  
[www.tricompanies.com](http://www.tricompanies.com)

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**From:** Evan Ackermann [mailto:ackereco@fidalgo.net]  
**Sent:** Tuesday, June 02, 2015 7:10 PM  
**To:** Brian Wolfe  
**Subject:** RE: Water and sewer pump station

Brian,

I will be out of the office until June 9<sup>th</sup>. Attached is the price for the Coupeville Madrona job. Put it together rather hurriedly so I hope it is in line.  
I plan to work on the Camano City one when I get back.

Thanks,

Evan Ackermann  
Ackermann Electric Co.  
1700 Railroad Avenue  
Mount Vernon, WA 98273  
V 360-336-6188

Town of Coupeville  
Madrona Way Improvements - Phase I  
Electrical Subcontractor  
June 23, 2015

<b>Bidder</b>	<b>Named Electrical Subcontractor</b>
RAZZ Construction, Inc.	AA Electric Co.
TRICO Companies, LLC	Ackermann Electric
Carman's Construction, LLC	Ackermann Electric
SRV Construction, Inc.	AA Electric Co.
C Johnson Construction, Inc.	AA Electric Co.
Fisher Construction Group, Inc.	Electric West



Town of Coupeville - Madrona Way Improvements - Phase I  
Summary of Serious Violations

<b>Summary of Serious Violations</b>			
June 8, 2012 to June 8, 2015 (3 Years)			
<b>#</b>	<b>Bidder Name</b>	<b>Number of Serious Violations</b>	<b>Year</b>
1	Razz Construction, Inc.	5 	2013
2	Trico Companies, LLC	0	N/A
3	Carman's Construction, LLC	0	N/A
4	SRV Construction, Inc.	1 	2013
5	C Johnson Construction, Inc.	0	N/A
6	Fisher Construction Group, Inc.	0	N/A

Lawsuits against the bond or savings  
No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts  
No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations  
No license violations during the previous 6 year period.

**Workers' comp**

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID **Account is current.**  
810,875-00

Doing business as  
**SRV CONSTRUCTION INC**  
Estimated workers reported  
Quarter 1 of Year 2015 "11 to 20 Workers"

L&I account representative  
T0 / LINDA MILDFELDT (360)902-5628 - Email: MLIN235@lni.wa.gov

**Workplace safety and health**

Check for any past safety and health violations found on jobsites this business was responsible for.

 Citation issue date  
**10/03/2013** Violations **Serious**  
Inspection no.  
**316873470**  
Location  
**90th Ave. 99th Ave. NE.  
Lake Stevens, WA 98258**

Citation issue date  
**10/03/2013** No violations  
Inspection no.  
**316873116**  
Location  
**1775 E Marine View Drive  
Everett, WA 98201**

Citation issue date  
**08/03/2012** No violations  
Inspection no.  
**316353739**  
Location  
**5302 South 2nd Ave  
Everett, WA 98203**

Citation issue date  
**07/11/2012** Violations **General**  
Inspection no.  
**316256700**  
Location  
**5302 South 2nd Ave  
Everett, WA 98277**

Citation issue date  
**08/03/2010** No violations  
Inspection no.  
**314484171**  
Location

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## Workplace Safety and Health Violations

**SRV CONSTRUCTION INC, Inspection no. 316873470 violations**

### Signaling and flaggers

Type of violation

**Serious**

Violation description

**Could cause serious injury or illness.**

**Corrected**

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**SRV CONSTRUCTION INC, Inspection no. 316873470 Violations Detail**

### Signaling and flaggers

**WAC description**

**(1) General requirements for signaling and flaggers. (a) Employers must first apply the requirements in this section. Then you must set up and use temporary traffic controls according to the guidelines and recommendations in Part VI of the MUTCD.**

**WAC**

296-155-305(1)(a)

**Inspector's description**

The employer did not use and set up temporary traffic controls according to the guidelines and recommendations in Part VI of the MUTCD to protect workers, road users and pedestrians. The North and South ends of the construction zone had flaggers with one cone each positioned next to them on a 35 mph road way. The work zone was not coned off correctly. Being hit by a low speed vehicle could cause injuries requiring hospitalization.



## Memorandum

**To:** Brian Wolfe, TRICO Companies, LLC ✓  
Kevin Carman, Carman's Construction, LLC ✓

**From:** Gregory R. Cane, P.E., Project Engineer *grc*  
Town of Coupeville

**CC:** Evan Ackermann, Ackermann Electric Co.

**Date:** June 23, 2015

**Re:** Madrona Way Improvements – Phase I  
Nonresponsive Bids

This is in follow-up to conversations that I have had with each of you regarding an unfortunate mistake which occurred in bids submitted by your companies on June 8, 2015 for the referenced project.

Both TRICO Companies, LLC and Carman's Construction, LLC listed Ackermann Electric Co. as the proposed subcontractor for the work on the Sanitary Sewer Lift Station (See Enclosure E-1). Ackermann made a serious error in his subcontractor proposal to your companies, the result of which has caused this work to be bid with a lump sum amount substantially below a reasonable cost to complete the lift station. As reflected in Enclosures E-2 and E-3, Ackermann's proposal for the electrical portion of the lift station (including control panels) is less than the Systems Interface, Inc. proposal (E-4 to E-6) for the control panels by themselves. Ackermann's proposal does not reflect the cost of the purchase of the control panels from Systems Interface, Inc. Acquisition of the noted panels from Systems Interface was a requirement stated in Section 26 00 10 of the Project Manual (E-7). It is my understanding that the error resulted in your listed lump sum cost being approximately \$65,000 to \$80,000 too low for this bid item.

In accordance with Section 00 21 13 -19.01 of the Project Manual (copied herein, below), I have no choice but to determine that the bids submitted by TRICO Companies, LLC and Carman's Construction, LLC are unbalanced, and therefore nonresponsive. The bids must be rejected.

Brian Wolfe, TRICO Companies, LLC  
Kevin Carman, Carman's Construction, LLC  
June 23, 2015  
Page 2

**19.01**

*Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.*

If you do not concur with this determination, your appeal must be received by me at the address below within two (2) business days of receipt of this notification.

Cane Engineering  
231 SE Barrington Dr, Suite 205  
P.O. Box 459  
Oak Harbor, WA 98277

Town of Coupeville  
 Madrona Way Improvements - Phase I  
 Electrical Subcontractor  
 June 17, 2015

<b>Bidder</b>	<b>Named Electrical Subcontractor</b>	<b>Bid Amount - Sanitary Sewer Lift Station</b>
RAZZ Construction, Inc.	AA Electric Co.	230,000.00
TRICO Companies, LLC	Ackermann Electric	200,000.00
Carman's Construction, LLC	Ackermann Electric	171,448.00
SRV Construction, Inc.	AA Electric Co.	271,300.00
C Johnson Construction, Inc.	AA Electric Co.	290,450.00
Fisher Construction Group, Inc.	Electric West	315,194.00



# ACKERMANN ELECTRIC COMPANY

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1700 RAILROAD AVE. - MOUNT VERNON, WA 98273  
Phone (360) 336 - 6188 Fax (360) 336 - 6189

## PROPOSAL

June 2, 2015

Bidding Contractor

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Electrical per plans and specifications dated May 2015, no addendems.

**EXCLUSIONS:**

Generator and transfer switch.  
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**NOTES :**

This proposal is valid for 60 days.  
Payment is due in full upon completion.

**PRICE : \$39,625.00 PLUS TAX**



ACCEPTANCE \_\_\_\_\_ DATE \_\_\_\_\_

**Thank you !**

**From:** [Ackermann Electric Co.](#)  
**To:** [Brian Wolfe](#)  
**Subject:** RE: Water and sewer pump station  
**Date:** Wednesday, June 03, 2015 8:41:51 AM

---

 Yes, the control panel is included, I have floats covered covered just in case as well.

---

**From:** "Brian Wolfe" <brian@tricompanies.com>  
**Sent:** Wednesday, June 03, 2015 8:21 AM  
**To:** "Evan Ackermann" <ackereco@fidalgo.net>  
**Subject:** RE: Water and sewer pump station

Thanks Evan,  
Does this include the control panel? I am assuming the floats come with the pumps that we are providing?  
Have fun, Brian

BRIAN WOLFE  
PRINCIPAL | PRESIDENT

D (360) 610-4895 | T (360) 757-2373 | EXT. 111  
C (360) 661-0433 | F (360) 757-3963  
[brian@tricompanies.com](mailto:brian@tricompanies.com)

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TRICO Companies, LLC | PO Box 409 | 15066 Josh Wilson Road | Burlington, WA 98233  
[www.tricompanies.com](http://www.tricompanies.com)

---

**From:** Evan Ackermann [mailto:ackereco@fidalgo.net]  
**Sent:** Tuesday, June 02, 2015 7:10 PM  
**To:** Brian Wolfe  
**Subject:** RE: Water and sewer pump station

Brian,

I will be out of the office until June 9<sup>th</sup>. Attached is the price for the Coupeville Madrona job. Put it together rather hurriedly so I hope it is in line.  
I plan to work on the Camano City one when I get back.

Thanks,

Evan Ackermann  
Ackermann Electric Co.  
1700 Railroad Avenue  
Mount Vernon, WA 98273  
V 360-336-6188



# Systems Interface Inc.

(425) 481-1225 T  
(425) 481-2115 F  
[www.systems-interface.com](http://www.systems-interface.com)

22125 17<sup>th</sup> Avenue SE - Suite 111  
Bothell, WA 98021-7406 USA

**To:** Bidder  
**From:** Marcus Lee-Chin @ Systems Interface Inc.  
**Date:** June 8<sup>th</sup>, 2015  
**Re:** Town of Coupeville, Madrona Way Development Lift Station Project  
**Spec Sections:** Instrumentation, Controls, and Telemetry Systems  
**SII Quote #:** QS15F008

**Inclusions: Standard Inclusions**

1. Development of a complete set of Electrical Schematics, Panel Layout drawings, and Bill of Materials for all SII supplied equipment.
2. Detailed Design Submittals with Datasheets
3. Three copies of Operation and Maintenance Manuals.
4. Witnessed Factory Functional Testing.
5. On-site customer witness testing of all supplied equipment.
6. On-site startup, testing, and commissioning services consisting of two (2) days (Note that, per spec 16921-3.8A, only one day is required).
7. On-site training consisting of one (1) 2-hour session.

**MCP Panel: Pump Station Main Control and Telemetry Panel**

1. 72"x72"x24" (approximate) Nema 12 rated enclosure.
2. 20"x16"x12" Intrinsically Safe Enclosure, Type 4/12
3. Incoming 230 VAC, 1-phase Power (from Panel board A)
4. Two 60 Amp rated, through the door, pad-lockable, Disconnect Switches (fused)
5. Two 10HP, 1-phase input, 3-phase output, 230 VAC Variable Frequency Drives (AB Powerflex)
6. Two Line Reactors (3%).
7. Two Door-mounted Drive Interface Modules (HIM) – capable of displaying amperage
8. 120V power distribution (from PanelBoard A, by others) with circuit breakers.
9. Two Interior Panel Lights (these are not shown on drawings E6 or E7, but called for in 16921-2.6.8).
10. 2 Pos Selector Switches as required.
11. Two Hand-Off-Auto selector switches for both pumps.
12. One Lead-Lag-Alternate Selector Switch
13. Common Alarm Buzzer
14. Indicator lamps for Control Power On and UPS Power On.
15. Operator In Trouble Mushroom-head Pushbutton.
16. 750VA Un-interruptible Power Supply (UPS) – Industrial Grade (DIN-rail mountable) – without I/O card.
17. Bypass UPS Selector Switch
18. 24VDC Power Supply with fused power distribution (non-redundant).
19. Allen-Bradley ControlLogix Programmable Logic Controller & Telemetry Unit with 48 Digital Inputs, 16 Digital Outputs, 4 Analog Inputs, & 2 Analog Outputs.
20. Panel door Mounted, 7" Graphical Operator Interface (Allen-Bradley Panelview Plus 700)
21. Ethernet Switch, 8-point, DIN Rail mounted – with any needed cables.
22. 4-Channel Automatic Alarm Dialer (Antx)
23. Two Intrinsic Safety Barriers for Float Switches
24. One Intrinsic Safety Barrier for Level Transmitter
25. One Breather Kit for Submersible Level Transmitter.
26. Two Pump Moisture / Leak Sensors (B/W Controls 1500 series).
27. Reserved space for future Radio Modem and power supply.



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28. Approximately 10 Control and Interposing Relays
29. Terminal blocks, wire duct, fuse holders, & misc. panel components as required.
30. UL508A and UL 698 Certification for connection to hazardous areas.

### Instrumentation

1. One strobe light for exterior mounting.
2. One Intrusion Limit Switches (Pump House), Nema 4X Rated
3. Three Polypropylene Float Switches (Anchor Scientific Brand).
4. One Submersible Level Transmitter with Large Diaphragm (Druck PTX 1830)
5. One iTrans LEL Fixed Gas Detector with Catalytic Sensor, analog output, and remote display kit.
6. LEL Gas Detector Test Box with calibration Gas Kit

### A Spare Parts Kit consisting of

1. 5 spare lamp bulbs of each type utilized
2. 5 spare fuses of each type utilized
3. 5 spare Nameplates, if needed

### Exclusions:

1. No Flowmeter is currently included in our scope of work. A flowmeter is shown on drawing E3, but not shown on drawing PS4. Also – a flowmeter is not called out in specification section 16921.
2. For the MCP panel: UPS low battery voltage I/O card, Redundant Power Supplies, Radio, Radio cables, or Radio Power Supply.
3. PLC monitoring of these items: VFD amperage (assuming the VFD keypad display of amperage is sufficient); DC power supply status, or UPS Battery status.
4. Spare parts beyond that listed above.
5. Polyethylene tubing for LEL gas detector.
6. PLC or Operator Interface Unit Program Development software.
7. Ammeters (assumed that the ammeter display on the VFD Keypad display would be sufficient).
8. Specialty Motor Seal Leak Detector Moisture Sensing Electronics – if our standard B/W Controls 1500 series would not work and pump supplier doesn't provide them.
9. Transfer Switches, Service Entrances, Main Disconnects, Power Meter Bases, Generator Receptacles, etc.
10. Lighting and Blower Controls or Contactors.
11. Telephone line installation parts, labor, or fees.
12. Field Installation labor. Interconnecting field wiring (and field wire), conduit, field terminations, mounting brackets, stanchions, supports, mounting pads, fittings, tubing, valving or piping, or float anchoring systems.
13. Pumps, pressure gauges, manifolds, bushings, thermowells, diaphragms, annular seals, purge assemblies, stilling wells, valves, pump overtemp sensors, pump moisture sensors, or solenoids that are not an integral part of the supplied instrumentation.
14. Seismic Calculations to ensure Seismic Zone installation requirements are met.
15. Cost of permits and inspection requirements of field installation.
16. Costs due to local laws or union regulations to have non-SII craftsman make adjustments or wiring modifications to *Systems Interface Inc.* supplied equipment during start-up and calibration.
17. Costs associated with contractor requirements to perform drug testing and meet extraordinary on-site safety requirements.
18. Costs associated with submission of certified payroll and monthly EEO reports, completion of Affidavit of Wages paid, and filing of Intent to Pay Prevailing Wages.



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Bothell, WA 98021-7406 USA

**Systems Interface Inc.** is a supplier of control systems and has no employed staff which fall under Prevailing wage rules and requirements.

- 19. Systems Interface's proposal is based upon an award of purchase order. Engineering labor, administrative labor, and other miscellaneous costs associated with subcontracting and/or bonding can be provided at an additional charge.
- 20. Systems Interface will not be providing any material or services not quoted in our specification sections.

<b>Pricing:</b>	<b>Motor Control &amp; Telemetry Panel.....</b>	<b>\$79,625</b>
-----------------	---	-----------------



All prices are net prices and do not include bonding costs.  
Prices are valid for a period of 60 Days.

**Payment Terms:** Monthly progress payments upon verifiable work completed. This includes a 10% mobilization payment due upon completion of engineering design and submittals. If equipment is ready for shipment to jobsite and necessary for billing, but the site cannot receive it, additional storage fees may apply.

**Addenda Received:** None received

**Estimated Delivery:** Submittals and Integration Drawings: within **2-3** weeks from Notice to Proceed  
Delivery of equipment to Jobsite: approximately **6-8** weeks from Submittal Approval  
Startup, Commissioning, Training: coordinated with the Town & Contractor.

**Shipping Terms:** Material for this project will be FOB Bothell, WA..

**Warranty:** **Systems Interface Inc** warrants defects in material & workmanship for all systems supplied by **SII** for a period of one (1) year beginning on the date of shipment. Any defective materials or workmanship will be repaired or replaced free of charge during the warranty period. No warranties are verbally expressed or implied.

If there are any questions regarding this scope of work, please contact me at (425) 481-1225.  
Thank you for your consideration of this quotation.

Sincerely,  
**Systems Interface Inc.**

Marcus J. Lee-Chin, P.M.  
Project Manager  
email:mjlee@systems-interface.com

QS15F008s1.doc

- D. Process instrumentation and control system equipment and devices, control panels programmable logic controllers, motor control centers, variable frequency drives, communications networks, etc. shall be furnished, programmed, tested, etc. by Systems Interface Inc. to match and integrate with existing Town of Coupeville systems and equipment. No substitutions. Contact:



Marcus J. Lee-Chin  
Systems Interface Inc.  
1916 – 220<sup>th</sup> St. SE #M-102  
Bothell, WA 98021  
Phone: (425) 481-1225  
Email: [mjlchin@systems-interface.com](mailto:mjlchin@systems-interface.com)

- E. Programmable logic controllers, motor control centers, variable frequency drives, motor starters, etc. shall be manufactured by Allen-Bradley, to match and integrate with existing Town of Coupeville systems and equipment. No substitutions.

#### 2.03. SPARE CAPACITY

- A. Unless sizes and/or quantities are specifically indicated, provide at least 20% spare wiring capacity in all cabinets, panels, cable trays and raceways.

#### 2.04. ENCLOSURES

- A. Equipment, devices, luminaires, boxes, etc. located indoors shall have general purpose (NEMA 1) enclosures.
- B. Equipment, devices, luminaires, boxes, etc. located outdoors shall be provided with weatherproof (NEMA 3R) enclosures. Surface finish shall be a rust inhibiting primer followed by an epoxy or polyurethane polyester top coat.
- C. Provide gaskets, seals, etc. as required to prevent the entrance of moisture, debris, insects, etc.
- D. Enclosures and boxes shall be fabricated from code gauge, or heavier, galvanized steel. Surface preparation and finish shall be manufacturer's standard unless noted otherwise.
- E. Include all necessary mounting, etc. accessories.

#### 2.05. SUPPORTS AND CHANNEL

- A. Channel, framing members, etc. shall be 12 gauge steel, galvanized, 1<sup>5</sup>/<sub>8</sub> inch channel width with all necessary accessories.
- B. Threaded rod shall be steel, minimum <sup>3</sup>/<sub>8</sub> inch diameter.



## Town of Coupeville

4 NE Seventh ▪ PO Box 725 ▪ Coupeville WA 98239  
360.678.4461 ▪ 360.678.3299 Fax ▪ www.townofcoupeville.org

June 23, 2015

John Snyder, Project Manager  
SRV Construction, Inc.  
P.O. Box 481  
Oak Harbor, WA 98277

Re: Town of Coupeville  
Madrona Way Improvements - Phase I  
Evaluation of Supplemental Bidder Responsibility Criteria

Dear Mr. Snyder:

The Project Manual for the referenced project included a list of the Supplemental Bidder Responsibility Criteria in the Instructions to Bidders. Section 00 45 13.13 reiterated and expanded upon these supplemental criteria.

As indicated in the noted Supplemental Bidder Responsibility Criteria (No. 9, see Enclosures **E-1** and **E-2**), "The bidder shall not have had any workplace safety and health violations in the prior three years determined by the Department of Labor and Industries to be capable of causing serious injury or illness." Further, as reflected in Section 00 21 13 - 3.03B (Enclosure **E-3**) in the introduction to the bidder criteria section of the Project Manual, "The bidder will be determined not to be responsible and will be disqualified if the following supplemental bidder responsibility criteria are not demonstrated:"

A review of the Workplace Safety and Health Violations Section of the Washington State Department of Labor and Industries website reflects a Serious Violation by SRV Construction in the past three years, as follows:

- Inspection No. 316873470: Signaling and Flaggers, October 3, 2013

The detail relative to this violation is included herein as Enclosures **E-4** to **E-6**. Labor and Industries defines a Serious Violation as having the potential to cause serious illness or injury.

Given the documented violation, I find that SRV Construction is not a responsible bidder under Supplemental Bidder Responsibility Criterion 9, Safety Record of Bidder, and is hereby disqualified as a bidder for the Madrona Way Improvements - Phase I Project.



John Snyder, Project Manager  
Madrona Way Improvements - Phase I  
Page 2

Section 00 21 13 - 3.05 (E-7) of the Project Manual provides information relative to an appeal of this decision should SRV decide to pursue that course.

Sincerely,  
Town of Coupeville

A handwritten signature in blue ink that reads "Gregory R. Cane". The signature is written in a cursive style with a large initial 'G'.

Gregory R. Cane, P.E.  
Project Engineer

cc. Nancy Conard, Mayor, Town of Coupeville  
Weed, Graafstra and Benson, Inc., P.S.

cause or terminated for default by a government agency during the five year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.

**Documentation:** The Bidder shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any public works contract terminated for cause by a government agency during the five year period immediately preceding the bid submittal deadline for this project. The Owner may also use independent sources of information to demonstrate whether the Bidder is in compliance with this criterion.

## 7. Lawsuits

**Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder within five years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.

**Documentation:** The Bidder shall submit a list of lawsuits with judgments entered against the Bidder within five years of the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Owner shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts. The Owner may also evaluate lawsuits within the time period specified that are not reported by the Bidder.

## 8. Prevailing Wages

**Criterion:** The Bidder shall not have a record of prevailing wage complaints filed against it within five years of the bid submittal date that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.

**Documentation:** The Bidder shall submit a list of prevailing wage complaints filed against it within five years of the bid submittal date along with an explanation of each complaint and how it was resolved. The Owner shall evaluate these explanations and the resolution of each complaint to determine whether the complaints demonstrate a pattern of failing to pay its workers prevailing wages as required. The Owner may also evaluate complaints filed within the time period specified that were not reported by the Bidder.

## 9. Safety Record of the Bidder.

 **Criterion:** The bidder shall not have had any workplace safety and health violations in the prior three years determined by the Department of Labor and Industries to be capable of causing serious injury or illness.

**Documentation:** Copies of the Department of Labor and Industries record for bidder

for the three years preceding the bid and copies of any violation notices issued by the Department of Labor and Industries.

- 3.04 The basis for evaluation of Bidder compliance with the Mandatory and Supplemental Bidder Responsibility Criteria shall include any documents or facts obtained by Owner (whether from Bidder or third parties) including but not limited to (i) financial, historical or operational data from the Bidder; (ii) information obtained directly by Owner from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by Owner which is believed to be relevant to the matter.
- 3.05 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.
- 3.06 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.
- 3.07 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.08 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.09 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

#### **ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### **4.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### **4.02 *Existing Site Conditions***

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:

efficiently accomplish the work, including ordering of materials, management of employees, sequencing of work by subcontractors, and communicate effectively with the representative of the public agency

**Criterion:** The project manager, superintendent or other lead person shall have a demonstrated record of successful accomplishment of public works projects, without delays or cost overruns caused by deficiencies in ordering materials, managing employees, sequencing work by subcontractors or failure to communicate effectively.

**Documentation (1-4):** The Bidder shall submit a list of the public works projects completed within the previous three years and include for each project the name, address and telephone number of the official responsible for project management on behalf of the public agency and the name, address and telephone number of the chief executive office of the public agency. Bidder shall also submit the names of the proposed project manager, superintendent or lead person, with a list of the public works project for which that person has been project manager, superintendent or lead person, whether for bidder or for other contractors.



**B.** The bidder will be determined not to be responsible and will be disqualified if the following supplemental bidder responsibility criteria are not demonstrated:

1. Delinquent State Taxes

**Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

**Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List", unless accompanied by a written payment plan approved by the Department of Revenue.

2. Federal Debarment

**Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.

**Documentation:** The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "Excluded Parties List System" website:

<https://www.sam.gov/portal/SAM/#1>

3. Public Bidding Crime

**Criterion:** The Bidder and its owners shall not have been convicted of a crime

Lawsuits against the bond or savings  
No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts  
No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations  
No license violations during the previous 6 year period.

**Workers' comp**

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID **Account is current.**  
810,875-00

Doing business as  
**SRV CONSTRUCTION INC**  
Estimated workers reported  
Quarter 1 of Year 2015 "11 to 20 Workers"  
L&I account representative  
T0 / LINDA MILDFELDT (360)902-5628 - Email: MLIN235@lni.wa.gov

**Workplace safety and health**

Check for any past safety and health violations found on jobsites this business was responsible for.

 Citation issue date  
**10/03/2013** Violations **Serious**  
Inspection no  
**316873470**  
Location  
**90th Ave. 99th Ave. NE.**  
**Lake Stevens, WA 98258**

Citation issue date  
**10/03/2013** No violations  
Inspection no  
**316873116**  
Location  
**1775 E Marine View Drive**  
**Everett, WA 98201**

Citation issue date  
**08/03/2012** No violations  
Inspection no  
**316353739**  
Location  
**5302 South 2nd Ave**  
**Everett, WA 98203**

Citation issue date  
**07/11/2012** Violations **General**  
Inspection no  
**316256700**  
Location  
**5302 South 2nd Ave**  
**Everett, WA 98277**

Citation issue date  
**08/03/2010** No violations  
Inspection no  
**314484171**  
Location

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## Workplace Safety and Health Violations

SRV CONSTRUCTION INC, Inspection no. 316873470 violations

### Signaling and flaggers

Type of violation

**Serious**

Violation description

Could cause serious injury or illness.

Corrected

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**SRV CONSTRUCTION INC, Inspection no. 316873470 Violations Detail**

### Signaling and flaggers

**WAC description**

**(1) General requirements for signaling and flaggers. (a) Employers must first apply the requirements in this section. Then you must set up and use temporary traffic controls according to the guidelines and recommendations in Part VI of the MUTCD.**

**WAC**

296-155-305(1)(a)

**Inspector's description**

The employer did not use and set up temporary traffic controls according to the guidelines and recommendations in Part VI of the MUTCD to protect workers, road users and pedestrians. The North and South ends of the construction zone had flaggers with one cone each positioned next to them on a 35 mph road way. The work zone was not coned off correctly. Being hit by a low speed vehicle could cause injuries requiring hospitalization.

for the three years preceding the bid and copies of any violation notices issued by the Department of Labor and Industries.

3.04 The basis for evaluation of Bidder compliance with the Mandatory and Supplemental Bidder Responsibility Criteria shall include any documents or facts obtained by Owner (whether from Bidder or third parties) including but not limited to (i) financial, historical or operational data from the Bidder; (ii) information obtained directly by Owner from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by Owner which is believed to be relevant to the matter.



3.05 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

3.06 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

3.07 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.08 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.09 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

#### **ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### *4.01 Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### *4.02 Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:



SRV  
CONSTRUCTION, INC.

P.O. BOX 481 • OAK HARBOR, WASHINGTON 98277

(360) 675-7100

Cane Engineering  
231 SE Barrington, Drive #205  
PO Box 459  
Oak Harbor, WA 98277  
360-279-0615  
360-679-5046 fax

June 25, 2015

Attn.: Gregory Cane, Project Engineer  
Re.: Town of Coupeville  
Madrona Way Improvements Phase 1 – Disqualification Response

Mr. Cane,

We are in receipt of your letter dated Tuesday, June 23, 2015, and respectfully respond as follows:

Regarding the Supplemental Bidder Responsibility Criteria No.9, you are correct in pointing out the Citation dated 10/3/2013 issued to SRV. As was discussed with you by phone, SRV was cited for traffic cone placement during a rolling road closure for mainline waterline installation. The penalty was the \$200 minimum and the violation was immediately corrected. This Citation was deemed to be a technical infraction with a probability of injury being a 1 on a scale of 1-6 (6 being the worst). And, due to how the Washington Administrative Code (WAC) is written, was deemed to be a 5 on the severity scale of 1-6 (6 being the worst), labeling it as “Serious” as it may have resulted in an injury. As discussed, SRV’s policy and track record reflects our commitment to provide all employees with a safe working environment, notwithstanding this technical infraction.

It is unfortunate that SRV should be disqualified from bidding this project as the above Bidding Criteria is non-typical for projects of this size and scope. SRV has installed over twenty five pumps stations ranging up to 42” mainline in the Puget Sound area and countless other mainline utility and road construction projects. Nearly all of the Pump Stations SRV has constructed have been performed for Municipalities and Government Agencies, through engineering firms like Gray & Osborne, HCWL, and even Coupeville’s own Schaefer and Bratton Engineers, when SRV installed the new Sewer Lift Station for Coupeville back in 2002. In all of our experience, we have not encountered such stringent bidder criteria that in effect limits the competitive bid process and increases the cost to the Owner.

We wanted to respond to this issue with the stringent bidding criteria but respect your decision as the Project Engineer.

Sincerely,

John Snyder  
Project Manager  
SRV Construction, Inc.

**Town of Coupeville**  
**Madrona Way Improvements – Phase I**  
**Review of C. Johnson Construction, Inc. – Summary**  
**June 24, 2015**

A. As reflected in the Attachments **M-34** to **M-49** of this document, a Supplemental Bidder Responsibility Criteria form, and referenced documents, was completed and signed by C. Johnson Construction, Inc. As noted therein, the form requires the bidder to address nine questions related to the recent operations of their construction company. The nine criteria are as follows:

- 1) Delinquent State Taxes
- 2) Federal Debarment
- 3) Public Bidding Crime
- 4) Subcontractor Responsibility
- 5) Claims against Retainage and Bonds
- 6) Termination for Cause / Termination for Default
- 7) Lawsuits
- 8) Prevailing Wages
- 9) Safety Record of the Bidder

A review of the submitted form, and referenced documents, by Town staff found no areas of concern.

B. The following items were independently verified by staff:

- Criteria: Bidder's Authority and Qualification to do Business in the State:  
(Instructions to Bidders, Article 13.10)
  - Active license in the State of Washington to perform work: Yes - OK
- Criteria: Supplemental Bidder Responsibility Criteria, No. 9:
  - Serious Workplace Safety and Health violations in the last three years:  
No - OK
- Criteria: Supplemental Bidder Responsibility Criteria, No. 1:
  - Delinquent State Taxes: No - OK
- Criteria: Supplemental Bidder Responsibility Criteria, No. 2:
  - Company listed under Excluded Parties List System on SAM website:  
No - OK
- Criteria: Supplemental Bidder Responsibility Criteria, No. 2:
  - Principal listed under Excluded Parties List System on SAM website:  
No - OK

C. As relates to the Contractor qualifications, the following references were checked:

- Recent Nearby Work, Water and Sewer:
  - Plat of Island Place, Phase 2 (Anacortes) (2015): Project construction cost was \$1.5 Million. Owner very happy with C. Johnson's professionalism. Total change order costs were less than 0.5%.
- Recent Nearby Work, Water:
  - City of Oak Harbor Gun Club Road (2012): Project construction cost was \$1 Million. The project was completed on time and within original contract amount. Change orders were minor.
  - City of Stanwood PZ2 (2014): Project construction cost was \$890,000. Contractor performed well. One major change order (related to unknown site conditions).
- Recent Nearby Work, Sewer Lift Station:
  - City of Oak Harbor Goldie Road Lift Station and Sewer Extension (2010): Project construction cost was \$1,094,000. Owner was very satisfied with C. Johnson's work and final project.
  - Skagit County Sewer District #1 McGlenn Pump Station (2011): Project construction cost was \$42,000. This was a lift station rebuild project. The project was completed on time and within the original contract amount. Change orders were minimal.

D. Additional Reviews and Notes:

- Project Superintendent: Randy Blindauer was the Superintendent on the five projects noted above. The Project Owners appear to be very satisfied with Mr. Blindauer's work quality and skills as a project manager. C. Johnson has confirmed that Mr. Blindauer will be the Project Superintendent on the Madrona project.
- Available Resources: C. Johnson confirmed that they have the necessary resources to complete all work within the very tight timeline.
- HDPE Pipe Installation Experience: C. Johnson has the requisite training and experience for the installation of HDPE water mains.

**Madrona Way Improvements – Phase I**  
**Supplemental Bidder Responsibility Criteria**  
**Information Request**

This document references the bidder responsibility criteria detailed in:

- Project Manual Section 00 21 13, Article 3 - Qualifications of Bidders, 3.03, and
- Supplemental Bidder Responsibility Criteria, Section 00 45 13.13 of the Project Manual

**Bidder shall submit this completed form to the Engineer within one (1) business day.**

1) Delinquent State Taxes

- a. Does your company owe delinquent taxes to the Washington State Department of Revenue?
- Yes. Attach written payment plan approved by Department of Revenue and continue to Question 2.
- No. Continue to Question 2.

2) Federal Debarment

- a. Is your company currently disbarred or suspended by the Federal Government?
- Yes. Continue to Question 3.
- No. Continue to Question 3.

3) Public Bidding Crime

- a. Within the past five years, has your company been convicted of a crime involving bidding on a public works contract?
- Yes. Complete table below and continue to Question 4.
- No. Continue to Question 4.

Public Bidding Crime		
Project Name	Owner (Name, Address, Telephone and Email Address)	Date of Conviction, Involved Parties, Resolution, Other Relevant Information

4) Subcontractor Responsibility *attached*

- a. Attach a copy of your company's standard subcontract form, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts. (Ref. Project Manual Section 00 21 13, Article 3, 3.03 B4)

5) Claims Against Retainage and Bonds

- a. In the past three years, has your company had claims filed against retainage or payment bonds on public works projects?

Yes. Complete table below and continue to Question 6.

No. Continue to Question 6.

Claims Against Retainage and Bonds		
Project Name	Owner (Name, Address, Telephone and Email Address)	Description of Claim (Amount, Date, Involved Parties, Resolution, Other Relevant Information)

6) Termination for Cause / Termination for Default

a. Within the past five years, has your company had any public works contracts terminated for cause or terminated for default by a government agency?

Yes. Complete table below and continue to Question 7.

No. Continue to Question 7.

Termination for Cause / Termination for Default		
Project Name	Owner (Name, Address, Telephone and Email Address)	Reason for Termination/Default (Date, Involved Parties, Resolution, Other Relevant Information)

7) Lawsuits

a. Within the past five years, have any lawsuits with judgements been entered against your company on public works projects?

Yes. Complete table below and continue to Question 8.

No. Continue to Question 8.

Lawsuits with Judgements		
Project Name	Owner (Name, Address, Telephone and Email Address)	Description of Lawsuit with Judgement (Date, Involved Parties, Resolution, Other Relevant Information)

8) Prevailing Wages

a. Within the past five years, has your company had any prevailing wage complaints or violations?

Yes. Complete table below and continue to Question 9.

No, continue to Question 9.

Prevailing Wages		
Project Name	Owner (Name, Address, Telephone and Email Address)	Description of Complaint/Violation (Date, Involved Parties, Resolution, Other Relevant Information)

9) Safety Record of the Bidder

a. Within the past three years, has your company had any workplace safety and/or health violations capable of causing serious injury or illness as determined by the Washington State Department of Labor and Industries?

Yes. Attach copies of violation notices issued by the Department of Labor and Industries.

No.

I affirm, that to the best of my knowledge, the information contained in this submittal is accurate.

<u>SARA NIENTHUIS</u>	<u>Sara Nienthuis</u>	<u>06/23/15</u>
Name, Printed	Signature	Date

## SUBCONTRACT

This Agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

**The Contractor:**

C.Johnson Construction, Inc.  
P.O. Box 1467  
Oak Harbor, Washington 98277  
Phone: Fax:  
Contact:  
Contact's Email:  
**The Project:**

**and the Subcontractor:**

Phone: Fax:  
Contact:  
Contact's Email:  
**The Engineer:**  
.

**The Owner:**

**The Architect:**

Job Number

The Contractor and the Subcontractor agree as set forth below:

### ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of this Subcontract, the Main Contract between the Owner and the Contractor, including, the plans and specifications as enumerated in Exhibit 'A', below and all addenda issued prior to and all modifications issued after execution of this Subcontract as well as any additional documents listed below. These form the Subcontract and all are as fully a part of this Subcontract as if attached to, or repeated herein. A copy of the Main Contract will be made available upon request. Attached to this Subcontract are the following:

Exhibits:

- Exhibit "A" - List of Main Contract Documents , dated [redacted]
- Exhibit "B" - Subcontractor's Scope of Work, dated [redacted]
- Exhibit "C" - Project Construction Schedule, dated [redacted]
- Exhibit "D" - Lien Release Form

### ARTICLE 2 - THE WORK

The Subcontractor shall provide all supervision, management, labor, tools, materials, supplies, equipment, engineering, and layout to: [redacted] pursuant to the plans and specifications (Exhibit A), scope of work as outlined in Exhibit B and the Project Construction schedule (Exhibit C). Subcontractor shall obtain all applicable permits. Subcontractor shall provide all submittals and Operations & Maintenance material as required by the contract documents or as may be requested by the Contractor. Subcontractor shall clean up debris associated with their work as directed by the Contractor.

It is understood that the work to be performed by the Subcontractor may be performed concurrently with other work and will require integration and coordination as to time, location and schedule, with work to be performed either by the Contractor, other subcontractors or other contractors retained by the Owner, and the Subcontractor agrees to cooperate fully with the Contractor and all other contractors and subcontractors in such integration and coordination.

### ARTICLE 3 - TIME OF COMMENCEMENT AND TIMELY PERFORMANCE

The Work to be performed under this Subcontract shall be commenced approximately the [redacted] week of [redacted] 200[redacted], with the specific starting date to be established by a Notice to Proceed from the Contractor If within two (2) days of such commencement date the Subcontractor has not started work, the Contractor reserves the right to contract with a third party for the Work, with any increase in cost the responsibility of the Subcontractor. The Subcontractor shall pursue such work diligently and continuously thereafter so as to complete all of the Work in accordance with, and within the time allowed in this Subcontract. The Subcontractor has reviewed the

Project Schedule and agrees that there is sufficient time and time duration for each of its task to achieve substantial completion of its work by the date set forth below. Subcontractor agrees to complete its tasks within the duration allowed by the Project Schedule and agrees that failure to complete each task within its specified duration will cause the Subcontractor to be subject to \$ \_\_\_\_\_/day in liquidated damages thereafter for each calendar day.

At the time of execution of this Subcontract it is anticipated that Substantial Completion of the Subcontractor's work must be achieved no later than the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_. Substantial Completion shall be extended only for such number of calendar days as the Work is actually delayed by an Act of God, a casualty, a Change Order or default by the Contractor and not by the sole or concurrent fault or negligence of the Subcontractor. Non-availability of materials, equipment, local strikes, local lock-outs, non-availability of local labor or inclement weather will not be considered as causes for extension of the Substantial Completion date, unless allowed by the Main Contract and the Owner agrees to extend the Subcontractor's Substantial Completion date. Notwithstanding the foregoing, the Subcontractor must make a claim for any time extension in accordance with Article 7 F herein. .

However, it is recognized by both the Subcontractor and the Contractor that circumstances may change and that the scheduled date for Substantial Completion of the Subcontractor's work may be either advanced or delayed. The Subcontractor agrees that the Contractor has the right to modify the Subcontractor's rate and/or time of performance and that the Subcontractor is responsible for coordinating with the Contractor to meet the current jobsite schedule. Any deviation from such schedule by the Subcontractor must be approved in advance by the Contractor.

**ARTICLE 4 - SUBCONTRACT PRICE**

The Contractor shall pay the Subcontractor in current funds for the performance of the Work, subject to additions and deductions by approved Change Order as provided in the Contract Documents, the Subcontract Lump Price of: \_\_\_\_\_ dollars (\$\_\_\_\_\_).

Unit prices agreed upon are as follows:

\_\_\_\_\_

Alternates to the Subcontract Price are as follows:

\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 5 - PROGRESS PAYMENTS**

Subcontractor shall submit to Contractor applications for payment at such times as will enable Contractor to timely apply for payment from Owner. Unless otherwise mutually agreed, Contractor shall withhold retainage from Subcontractor in the amount of 5% or as much as allowed by law. Contractor's obligation to release retainage to Subcontractor shall be subject to proof that there are no unpaid claims which would provide the basis of a lien against the premises, retainage or payment bond, or subject to (1) withholding of sufficient funds or (2) furnishing an adequate and sufficient payment and performance bond. As a condition precedent to Contractor's obligation to make payment to Subcontractor, each application for payment shall include a listing of all subtier subcontractors and suppliers who will be paid as a result of the application for payment. As a prerequisite for any payment, Subcontractor shall provide, in a form satisfactory to Contractor, partial lien releases, claim waivers and affidavits of payment from Subcontractor, its sub-tier subcontractors and suppliers of any tier, for the completed portion of Subcontractor's Work and an unconditional waiver and release of lien from each subtier subcontractor or supplier also stating that such subtier subcontractor or supplier has been paid in full, less earned retainage through the end of the last preceding application for payment. The forms of conditional and unconditional waiver and release shall substantially comply with the form of Exhibit D to this Subcontract. Contractor reserves the right to withhold further payment if it subsequently determines that all of the required documentation was not provided by Subcontractor.

No payments will be disbursed under this Subcontract until the Contractor receives the Subcontractor's insurance certificate(s) as well as the following information:

WA State Contractor's License No.		Federal Tax ID No.	
WA State UBI No.		WA State Emp. Sec. No.	
Out of State Contractor's Lic. No.		Worker's Comp No.	

It is agreed that as a condition precedent to any payment by Contractor to Subcontractor herein, Contractor must first receive payment from the Owner for the work of Subcontractor for which payment is sought. The determination of the amount of work performed and to be paid for shall be made by the Owner (or its designated representative) and shall be conclusive and binding on the Subcontractor. No compensation shall be paid the Subcontractor for work not approved and accepted by the Owner and the Subcontractor will make no claim against the Contractor based on any estimates or calculations other than those approved by the Owner and for which payment has been made by the Owner to the Contractor. Partial payment to the Subcontractor shall not operate as an approval or acceptance of any work performed or materials furnished, it being agreed that acceptance shall be deemed to have occurred only when the Work is finally accepted by formal action of the Owner. Subcontractor specifically agrees that it is relying upon the Owner's credit and not the Contractor's for payment, and Subcontractor specifically accepts the risk of non-payment by the Owner. The parties agree that Contractor does not warrant the accuracy or completeness of information provided by Owner. Subcontractor shall be paid for work to date of Contractor's last progress billing date, as approved by the Owner, within 10 days after Contractor has received payment for such progress billing.

If the Main Contract permits payment for materials delivered to the job site or to satisfactory storage facilities, Subcontractor may invoice for materials so delivered and receive payment as outlined above; provided, however, that such stored materials shall be at the risk of Subcontractor until acceptance of the Subcontract work. Subcontractor shall notify Contractor of the assignment of the proceeds of this Subcontract prior to such assignment and shall require the acceptance by assignee of the terms of this Subcontract, including the obligation for adjustments and return to Contractor of overpayments. Subcontractor acknowledges that all payments accepted by him or which are otherwise due under this Subcontract shall constitute a trust fund in favor of laborers, materialmen, governmental authorities, and all others who are legally entitled to claim a lien on the premises covered by this Subcontract or otherwise file a claim against any retainage or payment bond. Subcontractor shall pay its own subcontractors and suppliers all sums owed them within 10 days of receipt of payment from or on behalf of Contractor. Subcontractor agrees that monies received for performance of this Subcontract shall first be used to satisfy obligations owing by Subcontractor for labor, materials, and equipment utilized in performance of this Subcontract. Subcontractor agrees that no assignment of any payment otherwise due under this Subcontract shall be effective without first securing the express approval of any assignee to the limitations contained in this subsection.

Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment or Contractor's good faith determination that the remaining balance of payments may be insufficient to insure completion of work covered by this Subcontract or to pay lien, retainage, or bond claims. If Contractor determines in good faith that Subcontractor is obligated to Contractor or anyone else for labor, fringe benefits, taxes, supplies, materials, equipment rental or other proper charges against the work covered by this Subcontract, the amount of such obligation may be deducted by Contractor from any payment or payments, including retainage, made under this provision. Provided further that Contractor may from time to time require, and Subcontractor shall provide within 3 days after written demand to Subcontractor, a statement in writing setting forth what amounts, if any, are due or payable by Subcontractor to third parties for labor, fringe benefits, taxes, supplies, materials, equipment, or other proper charges against the work in connection with, or arising out of the performance of, this Subcontract. If Subcontractor fails to furnish such written information within 3 days after demand by Contractor, Contractor may terminate this Subcontract without further notice. In case of such termination, and in addition to any other rights and remedies Contractor may have, all monies expended by Contractor to complete Subcontractor's work shall be deducted from the Subcontract Price herein stated, and if such expenditures exceed the amount otherwise due hereunder, Subcontractor shall pay Contractor the full amount of such excess.

The Contractor reserves the right to make payment directly (or by joint check at Contractor's sole option) to such creditors of the Subcontractor as may assert claims or file notices of claim of liens and the Subcontractor assents to such payment by the Contractor. The amount of such payment may be deducted by the Contractor from any monies earned or due the Subcontractor. The Subcontractor waives any claim against the Contractor on account of the Contractor having made such payment, provided only that the Contractor, in making such payment, acted in good faith. Contractor shall have the right to and shall be entitled to set off against any payments to be made under this Subcontract, amounts for any claims or disputes, which Contractor has with or against Subcontractor which arise out or in connection with or incident to Subcontractor's work on other projects which Subcontractor has been in engaged to perform work by Contractor.

Any breach of a representation or certification by the Subcontractor on the Application for Payment shall be deemed a material breach of this Subcontract.

#### **ARTICLE 6 - FINAL PAYMENT**

Final payment for work under the Subcontract shall be made within 10 days after Contractor has received final or complete payment from the Owner, provided Subcontractor has completed its work and fulfilled each of its obligations under the Subcontract. Final payment is conditioned upon Subcontractor paying all material and labor claims (including labor fringe payments due) and paying all

lienable claims for labor, materials, equipment, and supplies in connection with the work and paying all federal, state and municipal taxes and licenses, including sales taxes, if any, for which Subcontractor, or any of its suppliers, or any subcontractor of Subcontractor may be liable in connection with the Subcontract, and including any obligations incurred by Subcontractor in carrying out the Subcontract, and conditioned upon Subcontractor furnishing Contractor with evidence that all of the same have been paid. Final payment is also conditioned upon the receipt of all required documentation, including, but not limited to, as-built drawings, operation and maintenance manuals, and required testing and certification of any and all equipment and/or materials provided for the project.

#### ARTICLE 7 - GENERAL TERMS AND CONDITIONS

The Subcontractor agrees to fully comply with the following general terms and conditions:

- A. Obligations and Responsibilities. The Subcontractor agrees not to assign or subcontract any substantial portion of the performance of this Subcontract without the prior written consent of the Contractor. The Subcontractor shall designate in writing all sub-tier subcontractors to the Contractor prior to commencing the Work and shall not subsequently change such sub-tier subcontractors without the Contractor's approval. Any sub-tier subcontractor shall be bound to the Subcontractor the same as the Subcontractor is bound to the Contractor. The Subcontractor assumes all of the obligations and duties to the Contractor as the Contractor has to the Owner. Subcontractor, in so far as applicable in any way to the Subcontract, agrees to be strictly bound to Contractor by the Contract Documents, and by any interpretations issued by Owner and/or Owner's agents, to the same extent Contractor is bound. All rights and remedies reserved to Owner under the Contract Documents shall be reserved by Contractor, as well as Owner, in all dealings with the Subcontractor. In the event of a conflict between terms and obligations of this Subcontract and the Main Contract, this Subcontract shall prevail. Subcontractor acknowledges that it has had reasonable opportunity to examine the Main Contract documents.
- B. Drawings. The Subcontractor agrees to furnish drawings, specifications and final selection of materials and other specified items for approval by the Contractor, as may be required, and as to not delay progress of the Work. Complete as-built drawings shall be furnished by the Subcontractor in a form acceptable to the Owner and any governmental agency having jurisdiction over the Work prior to Final Payment.
- C. Nature of Work. The Subcontractor agrees it is satisfied as to the nature and location of the Work, the character, quantity and kind of quality of the equipment needed during the execution of the Work, as well as any other matters which can in any way affect the Work under this Subcontract. The Subcontractor further acknowledges that it has had a reasonable opportunity to examine the site and accepts the same.
- D. Schedule. Time is of the essence in this Subcontract. The Subcontractor agrees to punctually and diligently perform all parts of the Subcontract in accordance with Contractor's Project Construction Schedule. The Subcontractor shall keep thoroughly informed as to the progress of the Project, so as to prepare its Work for as to meet the Construction Schedule. Upon notice by Contractor, that in Contractor's opinion the Subcontractor has fallen behind its work, the Subcontractor shall take such steps as may be necessary to improve and/or increase equipment, crews and/or tools being used, and submit for approval such supplementary Subcontractor's schedule(s) as may be necessary to demonstrate the manner in which Subcontractor's rate of progress will be redeemed to meet the Construction Schedule.

Any float time between the end of the final construction activity and the final completion date shall belong to Contractor exclusively, and may be used by Contractor in determining if additional Subcontract days are to be awarded for changes in the Subcontract or for delays to the Subcontractor caused by Contractor. The Subcontractor will not be entitled to any adjustment in the Subcontract time, the Construction Schedule or the Subcontract Price or to any additional payment from any source by reason of Contractor's use of the float time between the end of the final construction activity and the final completion date. Other suppliers, subcontractors or sub-tier subcontractors may be working on the Project in the same area during the Subcontractor's performance of the Work, and such concurrent activities may interfere with Subcontractor's Work. Coordination of the Work activities shall be the responsibility of Subcontractor with the ultimate resolution and discretion concerning such conflict, or coordination, remaining with Contractor. The Subcontractors are required to avoid interference. Avoidance of interference includes coordination of the work sequences relative to the Subcontractor's Work and that of other subcontractors, sub-tier subcontractors and suppliers and Contractor. Contractor is not responsible for any interference resulting from acts, omissions, or operations of other subcontractors, sub-tier subcontractors or suppliers.

Contractor may, from time-to-time, modify or alter the Construction Schedule, but, in such event, no such modification or alteration shall entitle Subcontractor to any increase in the consideration of the Subcontract, unless within five (5) working days after Subcontractor receives notice of the modification or alteration, it provides written notification to Contractor that

the modification or alteration will result in additional costs to the Subcontractor pursuant to paragraph F of the General Terms and conditions.

E. Changes. The Contractor may, without invalidating this Subcontract, order in writing extra work or make changes by altering, adding to, or deducting from the Work and the Subcontract Price shall be adjusted accordingly. In the event of any dispute over adjustment of the Subcontract Price or time, Subcontractor shall be bound by all the disputes procedures of the Contract Documents and procedures set forth in paragraph F of this Subcontract. Subcontractor acknowledges, unless expressly agreed to by the Contractor in a written and countersigned Change Order, any change in the Subcontract Price and time effected through a written Change Order shall constitute full payment and accord and satisfaction for all costs incurred, labor performed, materials and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the Work. The Subcontractor shall make no claims for extra work unless the same shall be agreed upon in writing by the Contractor prior to the performance of any such extra work. In case of disputes over the scope of the Work or the adjustment of the Subcontract Price due to a change, the Subcontractor shall, if required by the Contractor, proceed diligently with the additional Work.

F. Claims.

(a) In the event of a dispute between Subcontractor and Contractor for or on account of acts and/or omissions of the Owner or the Owner's Design Representative or agent; Contractor agrees to present to the Owner, in Contractor's name, all of Subcontractor's claims for equitable adjustment or time extension and to invoke, if necessary, any dispute resolution procedure of the Main Contract. Contractor's decision shall be final as to whether any claims of the Subcontractor are on account of acts and/or omissions of the Owner or Owner's Design Representative or agent. Subcontractor shall have full responsibility for presentation of any request for equitable adjustment or time extension and shall bear all costs thereof, including attorney's fees. Subcontractor agrees to stay and suspend any legal action against Contractor, including an action in which the Subcontractor asserts that the dispute does not entail an act or omission of the Owner or Owner's Design Representative or agent, until the action against the Owner has been fully exhausted, including any appeals. Subcontractor shall not be entitled to receive a greater amount from Contractor than Contractor receives from the Owner less appropriate Contractor markups and Subcontractor agrees that it will accept such amount as full satisfaction and discharge of any claim Subcontractor may have against Contractor by reason of said dispute. It is understood that the only fund from which claims for changes or extra work required by the Owner is paid shall be created by the Owner's payment to Contractor. Subcontractor shall proceed with the Work pending final resolution of the dispute or any dispute arising out of this Subcontract.

(b) In the event of a delay or disruption in the performance of Subcontractor's Work for any cause whatsoever, Subcontractor shall give written notice (Notice of Claim) upon the Contractor of such delay or disruption within five (5) working days after the occurrence of the event which caused the delay; or if the Main Contract provides for a shorter period, within sufficient time to allow Contractor to give timely notice to the Owner. A Statement of Claim shall be provided as set forth in subparagraph (f) below. No extension of time shall be allowed to Subcontractor for delay by Subcontractor in preparing shop drawings or in securing approval by the Owner's Design Representative, Contractor or the Owner's agent when such drawings are not properly prepared or when Subcontractor, exercising reasonable diligence and judgment, could have anticipated and avoided the delay.

(c) Contractor and Subcontractor shall not be liable to one another for any delays arising out of acts of God, embargoes or other causes beyond their control; provided, that if the Owner should assess actual or liquidated damages or penalties against Contractor, Subcontractor shall be responsible for such portion of the assessment as may be directly attributable to it, regardless of the cause of delay.

(d) In the event any error, inconsistency or ambiguity in the plans and/or specifications, or any instruction, direction or clarification by the Owner, Owner's Design Representative, Owner's agent or Contractor results in additional cost to Subcontractor, Subcontractor shall give written Notice of a Claim for additional compensation within five (5) working days of the date of such instruction, direction or clarification; or, if the Main Contract provides for a shorter period, within sufficient time to allow Contractor to give timely notice to the Owner. A Statement of Claim shall be provided as set forth in subparagraph (f) below.

(e) Any damage to Subcontractor's Work by another subcontractor, subtier-subcontractor or supplier shall be repaired by Subcontractor and billed by Subcontractor to Contractor to be passed on to the Subcontractor, subtier-subcontractor or supplier responsible therefore. Subcontractor will give written notice to Contractor and to the party responsible for the damage before making repairs. If any dispute arises between Subcontractor and another subcontractor as to which is

responsible for any item of damage, or the amount of the damage, the dispute shall be submitted to Contractor for decision and Contractor's determination as to responsibility shall be final and binding on Subcontractor. Nothing in this paragraph shall be construed as a waiver of any right Subcontractor may have against another subcontractor for damage or costs of repairs.

(f) Subcontractor shall provide the written Notice of Claim to Contractor within five (5) working days after the occurrence of any event giving rise to a claim by Subcontractor or, if the Main Contract provide for a shorter period, within sufficient time to allow Contractor to give notice to Owner, for additional time or compensation arising from, but not limited to, interruptions, extra work, additional work, changed work, delay, hindrance, and/or efficiency loss(es) of any nature whatsoever in Subcontractor's Work, believed by Subcontractor to be caused by the acts or omissions of Contractor, Owner, or other subcontractors or the employees or agents of any of them. In the event Subcontractor believes it is entitled to receive additional time or compensation due to damages from such occurrence(s), notice of the amount and all data supporting the claim (A Statement of Claim) must be received by Contractor within twenty (20) days of the date of the Notice of Claim, or if the Main Contract provides for a shorter time, within sufficient time to allow Contractor to forward Subcontractor's claim to Owner.

(g) Failure by Subcontractor to provide timely (as provided in this Subcontract) notice in strict compliance with this Subcontract and/or failure by Subcontractor to timely provide its Statement of Claim for an increase in the Subcontract amount, or for an extension of time, shall result in absolute waiver of Subcontractor's claim. No claim of the Subcontractor, including those for additional costs or additional time shall be valid unless the time lines herein are met. Failure to provide complete, written notification as provided herein, shall be an absolute waiver of any claim arising in any way from, or caused by an occurrence. Contractor does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Contractor's waiver is unequivocal, explicit and in writing.

- G. Unit Price. In the event this Subcontract contains unit items it is understood and agreed that any quantities mentioned are approximate only and subject to change as required and as ordered by the Contractor. It is the responsibility of the Subcontractor to have unit quantities confirmed and approved daily by the Contractor during the course of construction.
- H. Materials. Materials delivered by or for the Subcontractor and intended to be incorporated into the Project shall remain on the job site and shall become property of the Contractor upon payment. All scaffolding, apparatus, ways, works, machinery and equipment for mechanical operations brought upon the premises by the Subcontractor shall remain its property; but in case of inability to perform and the completion of the Work is done by the Contractor, the Contractor shall be entitled to use said scaffolding, apparatus, ways, works, machinery and equipment for mechanical operations without cost. Subcontractor shall schedule any material or equipment deliveries to the jobsite with the Contractor's field representative no later than forty-eight (48) hours prior to any such delivery. The Subcontractor shall be responsible for all transportation liability and costs for its material and equipment. The Subcontractor shall store the material or equipment only at locations on the jobsite designated by the Contractor. Any materials or equipment stored by the Subcontractor at the jobsite shall be stored at its sole cost and risk. The Subcontractor shall have the responsibility for and bear all costs relating to such storage and handling until such material or equipment is actually incorporated into the Work and the Work is accepted, even though title thereto may previously have passed to the Contractor under these provisions.
- I. Guarantee. The Subcontractor warrants all equipment, materials and labor furnished or performed under this Subcontract by Subcontractor, or any sub-tier subcontractor or supplier against defects in design, materials and workmanship for the period of the warranty set forth in the Contract Documents or eighteen (18) months after final acceptance of the Project as a whole, whichever occurs last. The Subcontractor shall provide all necessary maintenance and/or repairs of the Subcontract Work until Owner's Final Acceptance of the Project.
- J. Subcontractor Employee. The Subcontractor has the status of an independent contractor and an employer as defined by the State Department of Labor & Industries, the State Employment Security Department, the Federal Social Security Administration and other similar agencies and acts of the federal, state and local government. The Subcontractor will withhold from its payroll the applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions and withholding taxes and pay the same. The Contractor shall in no way be liable as an employer to, or on account of, any of the employees of the Subcontractor. Before Final Payment is made upon this Subcontract, the Subcontractor shall furnish satisfactory evidence to the Contractor that it has satisfied any and all liability under such laws arising from the Work performed under this Subcontract. The Subcontractor hereby agrees to indemnify the Contractor for any and all liability under such laws arising from the Work performed under this Subcontract, including Contractor's attorneys' fees.

- K. Sub-tier subcontractors. Any sub-tier subcontractor shall be bound to the Subcontractor the same as the Subcontractor is bound to the Contractor.
- L. Housekeeping. The Subcontractor shall remove all refuse, waste and debris produced by his operation on a daily basis. At no time shall refuse be permitted to accumulate to the extent that it interferes with safety or free access to the Work site. Compliance with all safety requirements of good housekeeping is an essential part of the Subcontractor's obligation. In the event of the Subcontractor's failure after a twenty-four (24) hour notification to meet these requirements, refuse removal may be done by the Contractor and the Contractor may deduct the cost of same, plus twenty-five percent (25%) mark-up for general overhead, from payments due to the Subcontractor.
- M. Safety. It is the responsibility of the Subcontractor to furnish safety devices and safeguards to its employees as well as any workers under its direct supervision. Furthermore, the Subcontractor shall adopt and use safe practices, methods, operations and processes while performing the Work under this Subcontract. The Subcontractor shall abide by the Contractor's Safety Policy including attending on-site safety meetings and Post-Accident Drug Testing. Failure to abide by the above conditions or to maintain a safe work environment shall cause the Subcontractor to be in breach of this Subcontract and therefore be removed from the Project. The Subcontractor shall provide a site-specific safety plan to the Contractor and maintain a copy on-site **prior** to commencement of work. The Subcontractor is liable for all fines, including fines and costs incurred by the Contractor, due to Labor and Industry violations directly attributable to the Subcontractor. Safety glasses and hardhats are required to be worn by all employees of Subcontractor on the job site at all times.
- N. Permits and Taxes. The Subcontractor shall obtain and pay for all licenses and permits, except general building permits necessary for the performance of the Work under this Subcontract and shall pay any and all federal, state, county, municipal taxes including sales tax on rental equipment and all other taxes for which the Subcontractor may be liable in carrying out the Work.
- O. Takeover. The Subcontractor shall commence and carry on, perform and complete this Subcontract to the full and complete satisfaction of the Contractor and the Owner. It is specifically understood and agreed that in the event that the Contractor shall at any time be of the good faith opinion, after consultation with the Subcontractor, that the Subcontractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the required time, or if the Subcontractor fails to correct, replace or re-execute faulty or defective work done or materials furnished under this Subcontract as required by the Contractor or refuses to correct or remove a material breach, then and in that event, without prejudice to the Contractor's other rights or remedies for any loss or damage sustained, the Contractor shall have the right, after a three (3) calendar day notice, confirmed in writing, to any or all of the following remedies:
- (a) Supply such numbers or workers and quantity of materials, equipment, and other facilities as Contractor deems necessary for the completion of Subcontractor's work, or any part thereof, which Subcontractor has failed to complete or perform after the above notice, and to charge the cost thereof to Subcontractor who shall be liable for the payment of the same, including reasonable overhead and profit.
  - (b) Contract with one or more additional subcontractors to perform such part of Subcontractor's work as Contractor shall determine to provide prompt completion of the project and Contractor shall have the right to deduct such expenses from monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses incurred in excess of the unpaid balance of the Subcontract Price.
  - (c) Withhold payment of any monies due or to become due Subcontractor pending corrective action to the extent required and to the satisfaction of Contractor.
  - (d) Terminate this Subcontract and use any materials, implements, equipment, appliances, or tools furnished or belonging to Subcontractor to complete Subcontractor's work and furnish those materials, equipment, and/or employ such workers as Contractor deems necessary to maintain the orderly progress of the work. All of the costs, including reasonable overhead, profit and attorneys' fees, incurred by Contractor in arranging to and performing Subcontractor's work shall be charged to Subcontractor, and Contractor shall have the right to deduct such expenses from monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses incurred in excess of the unpaid balance of the Subcontract Price.
  - (e) In the event of any emergency, involving risk of loss or injury to person or property, arising prior to an actual takeover, the Contractor may proceed as above without notice.

Previous demands made on the Subcontractor not followed by a takeover shall not be deemed a waiver of the Contractor's right to do so. In the event that a termination of the Subcontractor for default is later held to be improper or wrongful, such termination shall be treated as a Termination for Convenience pursuant to Article 7, Paragraph P, hereof for purposes of determining any sums due Subcontractor on account of such improper or wrongful termination.

- P. Termination for Convenience. The Contractor may, without cause and at any time, terminate this Subcontract, in whole or in part, by written notice to the Subcontractor. In the event of such termination, the Subcontractor shall be entitled to its actual direct costs incurred for labor, materials and equipment prior to the effective date of termination plus fifteen percent (15%) of such costs as an allowance for the Subcontractor's overhead and profit and will not be entitled to any other costs, damages or allowance for overhead and profit on work not performed, provided, however, the total sum payable to the Subcontractor at termination shall not exceed the Subcontract Price reduced by payments previously made.
- Q. Liens. The Subcontractor agrees that if any lien is filed or if a claim of any nature is asserted against the Owner or the Contractor on account of any obligation of the Subcontractor, the Subcontractor shall, within five (5) days thereafter, at its own cost and expense, cause such lien or claim to be satisfied or discharged. The Subcontractor's failure so to do shall constitute a material breach hereunder.
- R. License and Bonding. The Subcontractor verifies that he is licensed and bonded as a specialty or general contractor in the State of the Project where the work is performed and that such license and bond shall remain in full force and effect throughout the entire duration of this Subcontract.
- S. Waiver of Rights. The Contractor and the Subcontractor waive all rights against each other and the Owner, or employees of any of them, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's Work stored off site or in transit, when such portions of the Subcontractor's Work are to be included in an application for payment in Article 5.

- T. Insurance. Prior to the start of the Subcontractor's Work the Subcontractor shall obtain and keep in force during the term of this Subcontract, Comprehensive or Commercial General Liability Insurance (broad form property damage including Completed Operations) with limits not less than one million dollars (\$1,000,000.00) for each occurrence with two million dollars (\$2,000,000.00) aggregate limit. Subcontractor shall also maintain automobile liability insurance with limits not less than one million dollars (\$1,000,000.00). Evidence of such insurance shall be furnished to the Contractor in the form of an Insurance Certificate issued by an insurer having an A.M. Best's rating of "A-VI" or better and shall provide for not less than forty-five (45) days notice to the Contractor of cancellation or reduction in coverage. Such insurance shall indicate that it (1) includes contractual liability coverage applicable to the indemnity provisions of this Subcontract; (2) shall name the Contractor, the Owner and such others as the Contractor may designate as a primary additional insured, in the form of an attached endorsement to Insurance Certificate CG 2010 11/85 or equivalent provided by the policy carrier, with respect to this Subcontract; (3) is endorsed to be primary and non-contributory with any insurance maintained by Contractor or Owner; (4) contains a waiver of subrogation against Contractor and Owner; and (5) contains a severability of interest provision in favor of Contractor and Owner. The Subcontractor shall also furnish to the Contractor evidence that he has in force Workers' Compensation insurance including Employer's Liability. In the event the Subcontractor fails to maintain in force any insurance required by this Subcontract during the entire life of this Subcontract, the Contractor may at his option purchase such insurance in the name of the Subcontractor and deduct the cost of same from payments due the Subcontractor. Any deductibles in exclusions in coverage in the policy required by this paragraph shall be assumed by and shall be the sole risk of, Subcontractor or any sub-tier subcontractor which provides the insurance. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities set forth in this Subcontract. If higher limits or forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.
- U. Indemnification. Subcontractor shall defend, indemnify, and save harmless Contractor, and Owner, their officers, employees and agents from every claim, risk, loss, damage, demand, suit, judgment and attorneys' fees and any other kind of expense arising out of, resulting from, or in connection with performed under this Subcontract even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below. Subcontractor's indemnity obligations hereunder do not extend to liability resulting from the sole negligence of Contractor or Owner, their respective agents or employees. If the claim, suit, or action, is caused by or results from the concurrent

negligence of (a) the Contractor, its officers, employees or agents and (b) the Subcontractor, its officers, employees, or agents, this indemnity provision shall be enforced only to the extent of the negligence of the Subcontractor, its officers, employees or agents.

**FOR THE PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIM AGAINST SUBCONTRACTOR BY CONTRACTOR UNDER SUCH INDEMNIFICATION PROVISION, SUBCONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS SUBCONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.**

Defense cost recovery shall include all fees (of attorneys and experts), and costs and expenses incurred in good faith. In addition, Contractor shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

The parties, by executing this Subcontract acknowledge that these terms have been separately negotiated and agreed to as part of this Subcontract.

- V. Notices. All notices required to be given under this contract shall be in writing and delivered personally, be sent to the other party by registered mail at the address set forth in this Subcontract or at such place or places as either party may from time to time designate in writing, by fax with receipt confirmed, or by email with receipt confirmed.
- W. Entire Subcontract. This Subcontract is made and entered into for the sole protection and benefit of the Contractor and the Subcontractor, and no other person or persons shall have any right of action herein. This Subcontract incorporates all prior oral agreements and cannot be changed, modified or supplemented except in writing, signed by all parties to this Subcontract.
- X. Partial Invalidity/Severability. In case any provision of this Subcontract, or any other document contemplated by this Subcontract, shall be invalid, illegal or unenforceable, such provisions shall be severable from the rest of this Subcontract and the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. .
- Y. Legality. This Subcontract shall be governed and construed in accordance with the laws of the State of Washington. In the event of an inconsistency between this Subcontract and any other Contract Document, including exhibits to this Subcontract, the provisions of this Subcontract shall control. In the event the Contractor is involved in arbitration proceedings with the Owner, the Subcontractor agrees that all claims which might involve the Contractor's rights against the Subcontractor regarding the Work shall be resolved in such arbitration proceedings to resolve such issues. In such event the Contractor and the Subcontractor shall be bound by the arbitration decision.
- Z. Compliance with Applicable Laws. The Subcontractor shall comply with all ordinances, regulations or laws affecting the work contemplated under this Subcontract, including but not limited to applicable environmental, labor and safety ordinances, regulations or laws.
- AA Effective Date. This Subcontract shall be deemed binding on the parties as of its effective date stated above, notwithstanding that it was not executed on such date.

In witness hereof, the Contractor and the Subcontractor has hereunto executed their signatures as of the date below: and certify that Article 7, Paragraph U - "Indemnification", was mutually negotiated:

CONTRACTOR:  
C. JOHNSON CONSTRUCTION., INC.

X \_\_\_\_\_

By \_\_\_\_\_

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

SUBCONTRACTOR:

\_\_\_\_\_

X \_\_\_\_\_

By: \_\_\_\_\_  
Please print or type

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

Please print or type

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

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

INITIALS \_\_\_\_\_ / \_\_\_\_\_

**Pay Request Check List**

- \_\_\_ Verify Contract Amount
- \_\_\_ Verify Change Orders
- \_\_\_ Deductions
- \_\_\_ Verify Current Amount Due
- \_\_\_ Conditional Waiver of Lien
- \_\_\_ Notice to Owner
- \_\_\_ Verify Original Signature
- \_\_\_ Verify Business License
- \_\_\_ Stmt of Intent: ID # \_\_\_\_\_
- \_\_\_ Certified Payroll \_\_\_\_\_
- \_\_\_ Afdvt of Wgs Paid: ID# \_\_\_\_\_

**ATTACH**

- \_\_\_ Certificate of Insurance
- \_\_\_ Subcontract 1st page
- \_\_\_ Contract Status Report
- \_\_\_ Dept of L & I Liability Certification

Notes:

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