



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, March 11, 2024
5:00 PM**

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/84694150197>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

A. Police: Annual Report 2023

B. Public Works: Contractor Agreement with Stellar J. Corp. for Biosolids Handling Facilities

C. City Manager's Office: Amendment to Solid Waste Collection and Transfer Station Development and Operation Agreement with Waste Connections

D. City Manager's Office: Council Rules of Procedure

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

A. CITY MANAGER

B. MAYOR

C. CITY COUNCIL

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, March 25, 2024 - Workshop at 5:00 pm and Council at 7:00 pm

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

3/11/2024

SUBJECT:

MEETING INFORMATION

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84694150197>

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

3/11/2024

SUBJECT:

Police: Annual Report 2023

DEPT. OF ORIGIN:

Police

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

No

ATTACHMENTS:

📎 **Police Annual Report 2023**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

2023 Annual Report: Police

Presented by Chief Wendi Steinbronn

Our mission is to maintain the trust and confidence of our community while delivering the highest level of service possible, enforcing the law without bias, and providing a safe environment for all.



City of Washougal

Agenda

- 2023 Highlights and Challenges
- Budget Breakdown
- Highlights and Overview
- Goals for 2024



Highlights

- Body-worn cameras
- Grant-funded Wellness Program
- Strategic Plan
- Community Engagement



Challenges

- Recruitment
 - Difficult to find qualified lateral and entry-level police officers
- Hiring
 - Hired three but lost four
 - One retirement in 2024
 - Three academy graduates May 2024



Police 2023 Budget to Actual Breakdown

	Salaries & Wages	Personnel Benefits	Intergovt. Services	CRESA	Professional Services
Budget	\$2,737,390	\$1,063,115	\$231,500	\$174,250	\$167,100
Actual	\$2,562,107	\$936,499	\$195,515	\$174,250	\$182,938*



Police 2023 Budget % Change

	Salaries & Wages	Personnel Benefits	Intergovt. Services	CRESA	Professional Services
2022	\$2,369,308	\$897,713	\$153,488	\$181,629	\$163,181
2023	\$2,562,107	\$936,499	\$195,515	\$174,250	\$182,938
% change	+8.1%	+4.7%	+27.4%	-4.1%	+12.1%

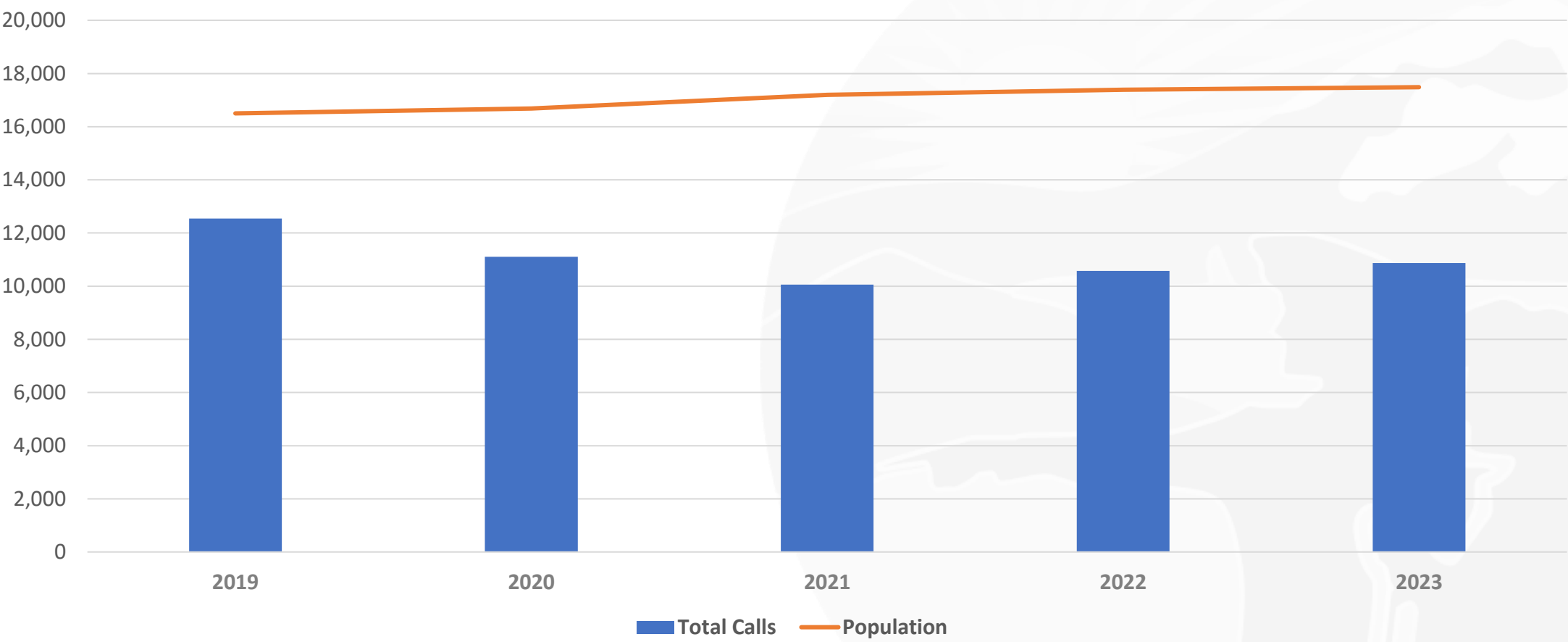


Five Year Comparison - Calls for Service

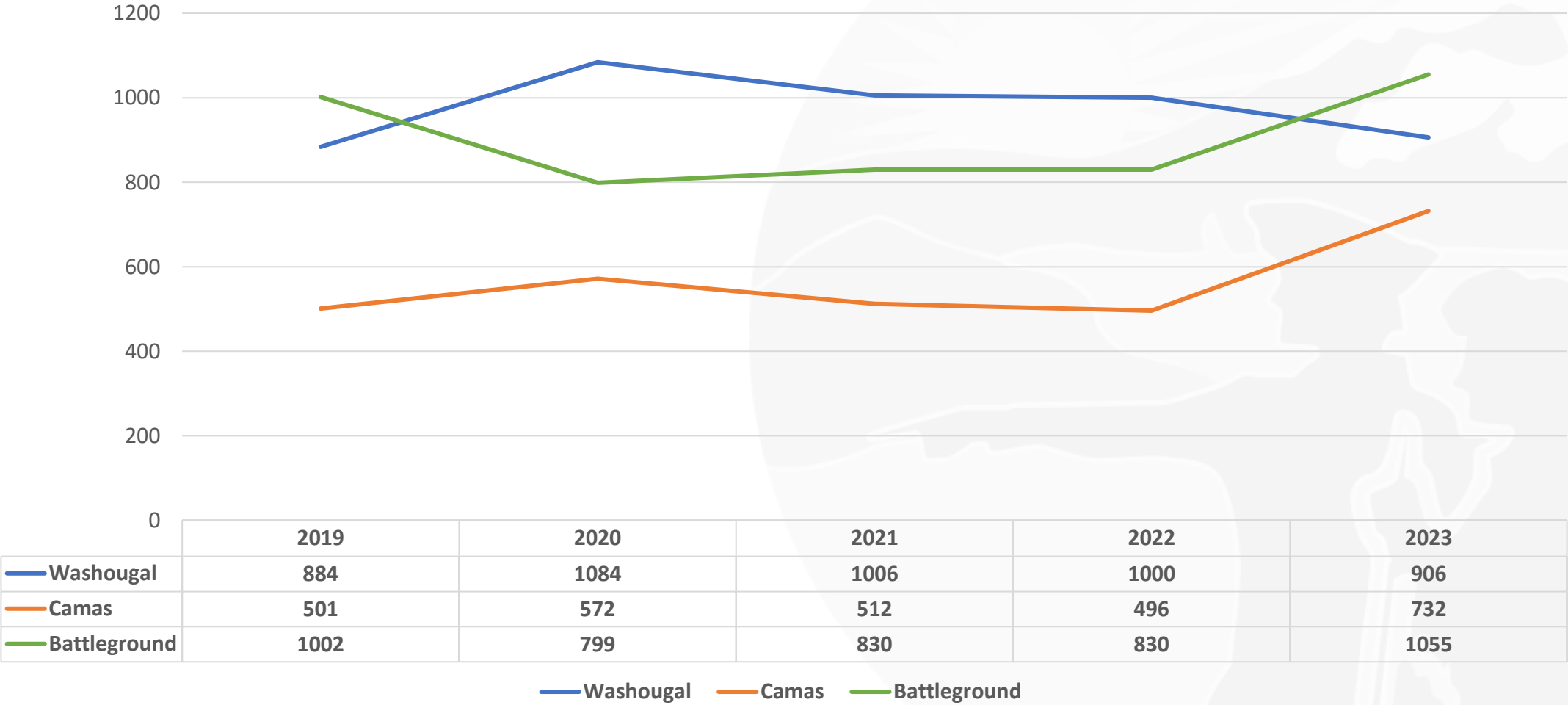
	2019	2020	2021	2022	2023	% change (2022-2023)
Total Calls	12,544	11,106	10,056	10,574	10,873	+2.8%
Population	16,500	16,680	17,200	17,390	17,490	+0.57%



Five Year Comparison – Calls for Service



Average Calls per Patrol Officer



Five Year Comparison

	2019	2020	2021	2022	2023	% Change
Murder	3	1	0	0	0	0
Sex Offenses	22	23	21	14	20	+43%
Robbery	4	3	4	8	1	-88%
Assault	116	181	172	186	184	-1%
Kidnapping	1	5	4	3	5	+20%
Burglary	36	37	37	44	39	-11%
Arson	1	0	4	7	4	-43%
Larceny/Theft	215	251	219	260	179	-31%
Vehicle Theft	20	27	43	55	37	-33%
Extortion	0	0	1	1	2	+100%



Five Year Comparison (continued)

	2019	2020	2021	2022	2023	% Change
Forgery	6	9	8	7	2	-71%
Fraud	25	56	29	33	35	+6%
Stolen Property	13	23	21	15	12	-20%
Vandalism	71	107	117	130	121	-6%
Drugs	80	87	13	0	11	+100%
Violation of Protection Orders	30	47	41	71	58	-18%
Weapons	11	6	12	5	10	+100%
Animal Cruelty	1	2	2	1	1	N/A



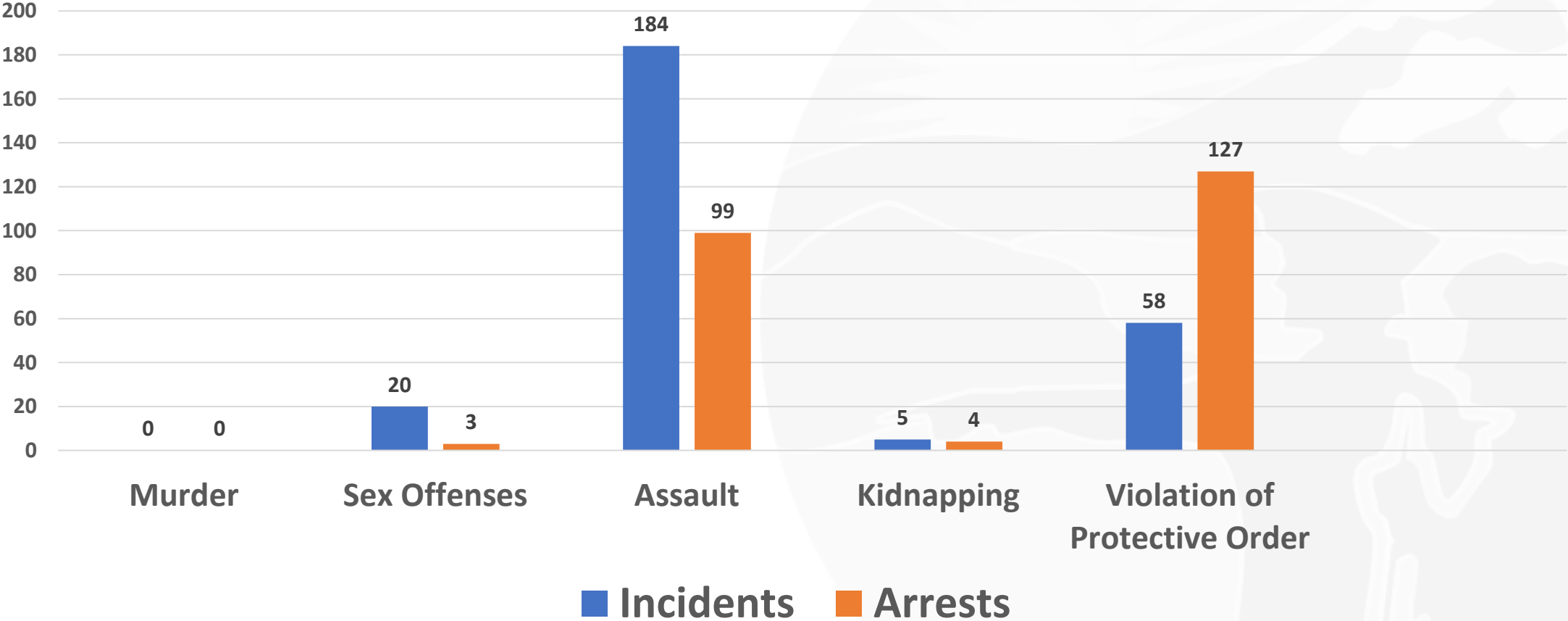
Assault Reports

Felony	Gun	Edged Weapon	Vehicle	DV	Hate Crime	Attacks on Police	Other
23	18%	30%	0	52%	0	0	48%

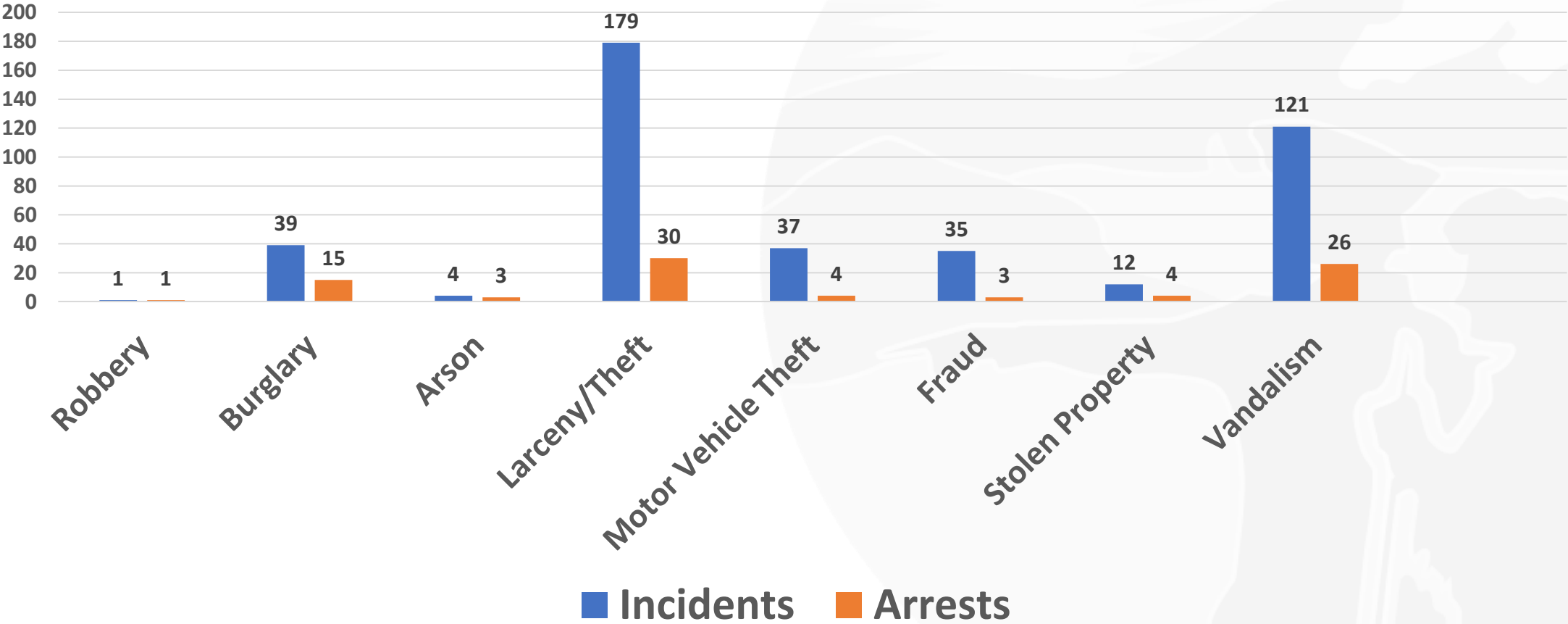
Other includes striking with hands/feet, strangulation, pushing, throwing objects, etc.



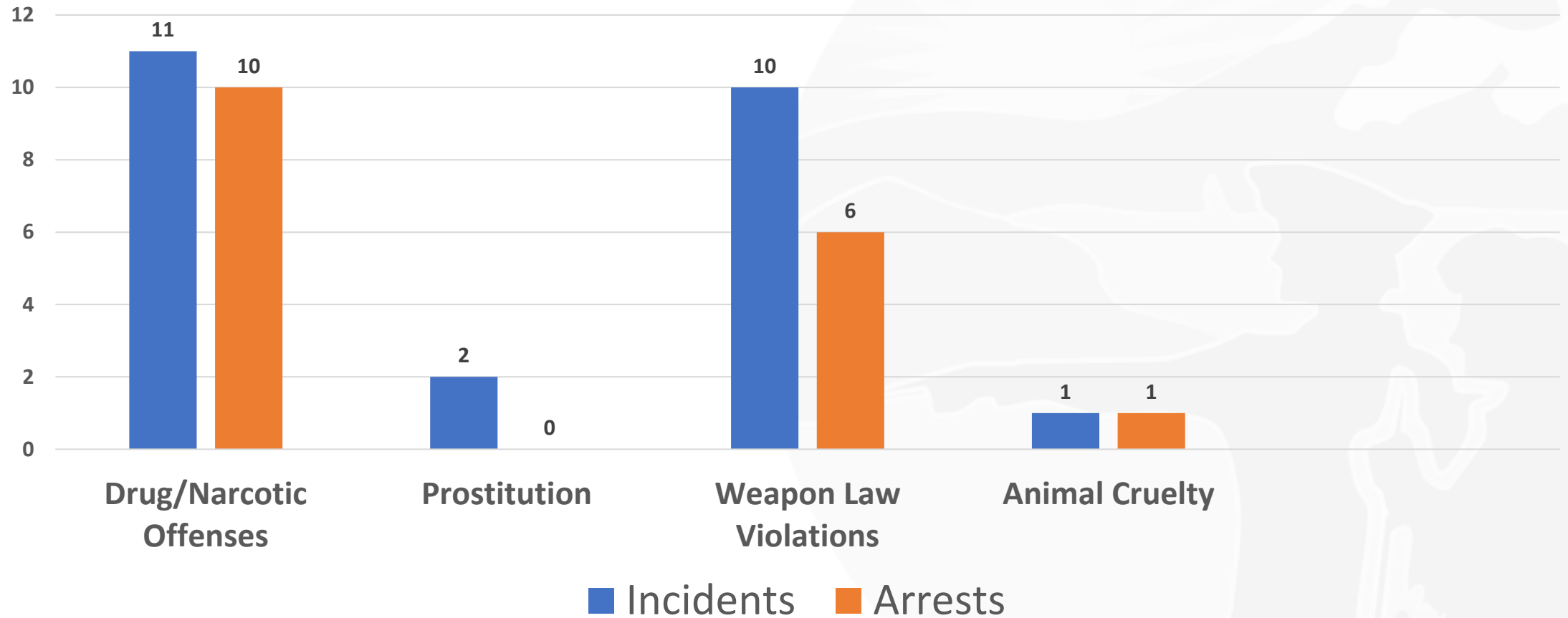
2023 Crimes Against Person



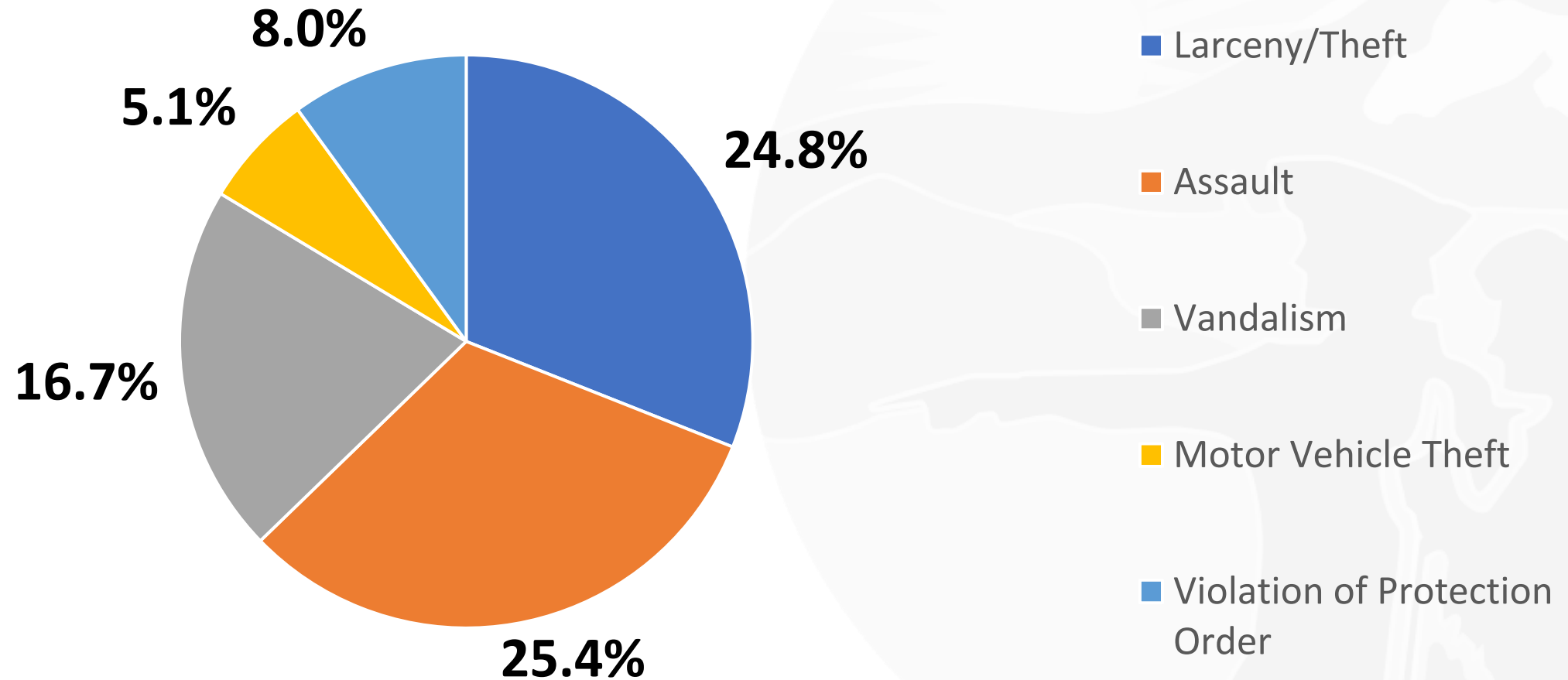
2023 Crimes Against Property



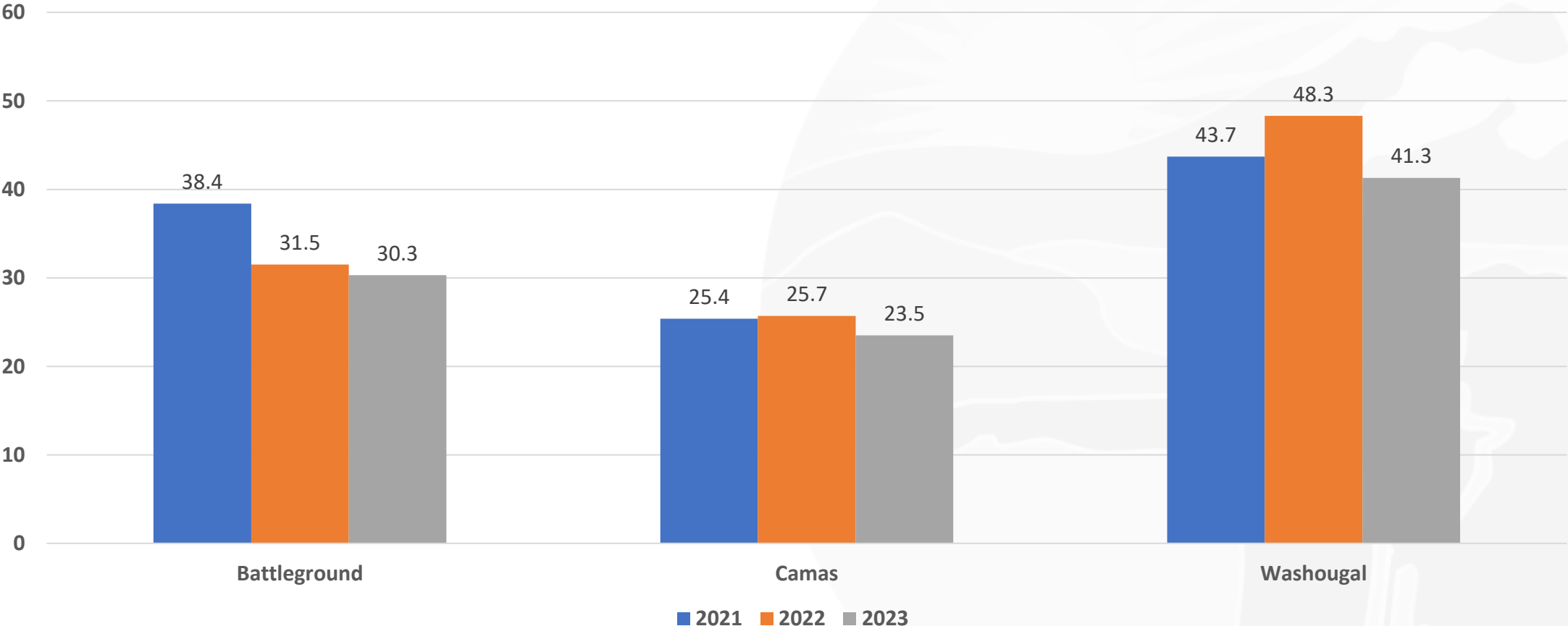
2022 Crimes Against Society



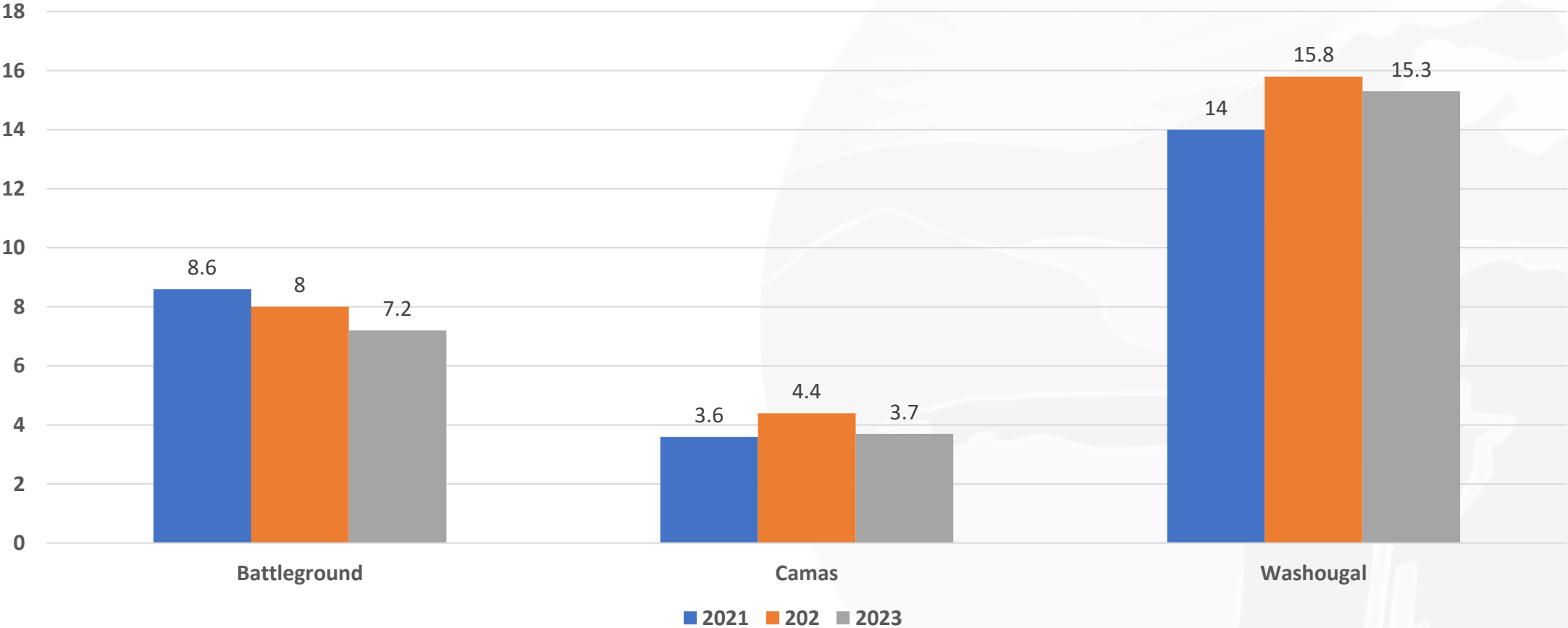
Five Largest Categories – Percent of Total Crime



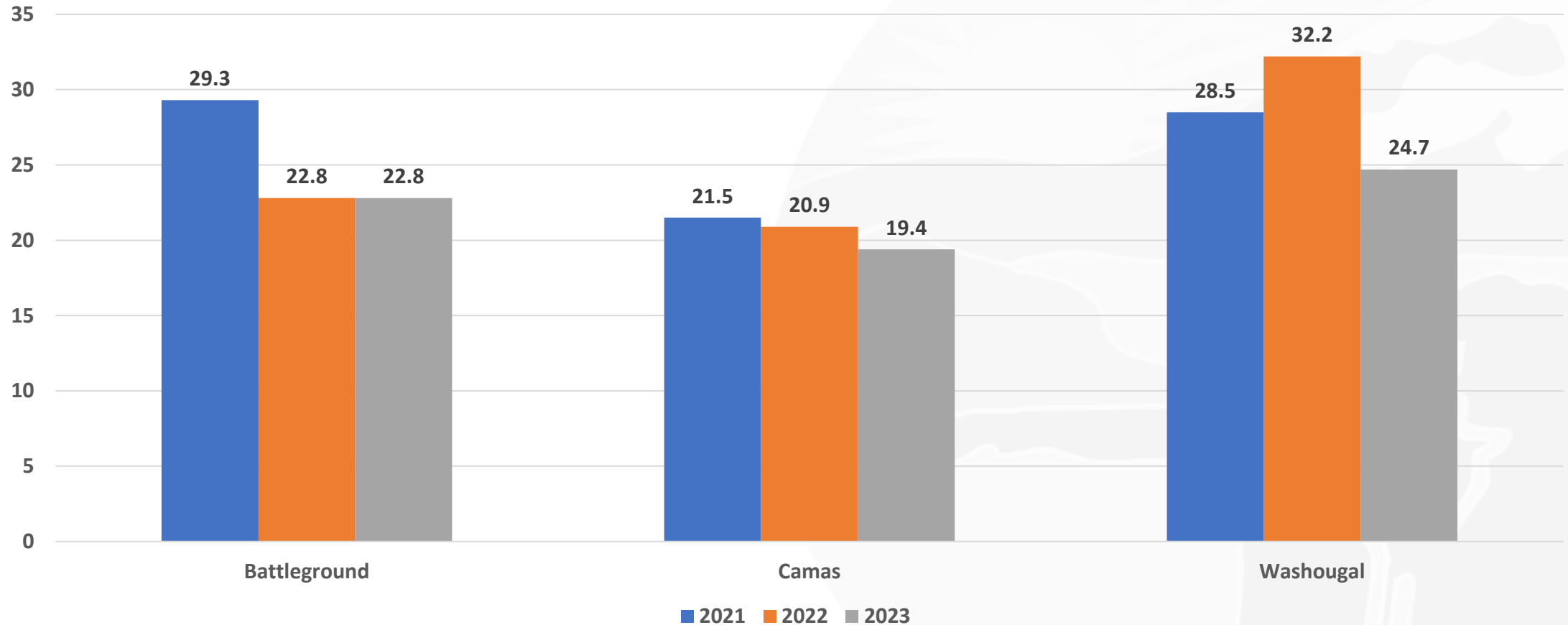
Group A Crime Rate (per 1000 residents)



Violent Crime Rate (per 1000 residents)



Property Crime Rate (per 1000 residents)



Average Response Times – WPD New Dashboard

Call Priority	2019	2020	2021	2022	2023
1 - e.g., Assault with weapons	3:17	2:29	3:06	3:00	2:59
2 - e.g., Physical Disturbance	4:39	4:36	5:17	5:55	5:36
3 - e.g., Audible Alarm	3:26	3:58	4:27	4:23	3:16
4 - e.g., Suspicious Vehicle	19:48	14:54	11:57	12:43	12:35
5 - e.g., Deliver Message	15:08	6:48	10:02	9:38	5:46



Average Response Time by Agency

Call Priority	Battleground	Camas	Washougal
1	3:14	4:06	2:59
2	4:49	5:36	5:36
3	2:38	3:16	3:16
4	4:35	4:21	12:35
5	1:55	4:17	5:46

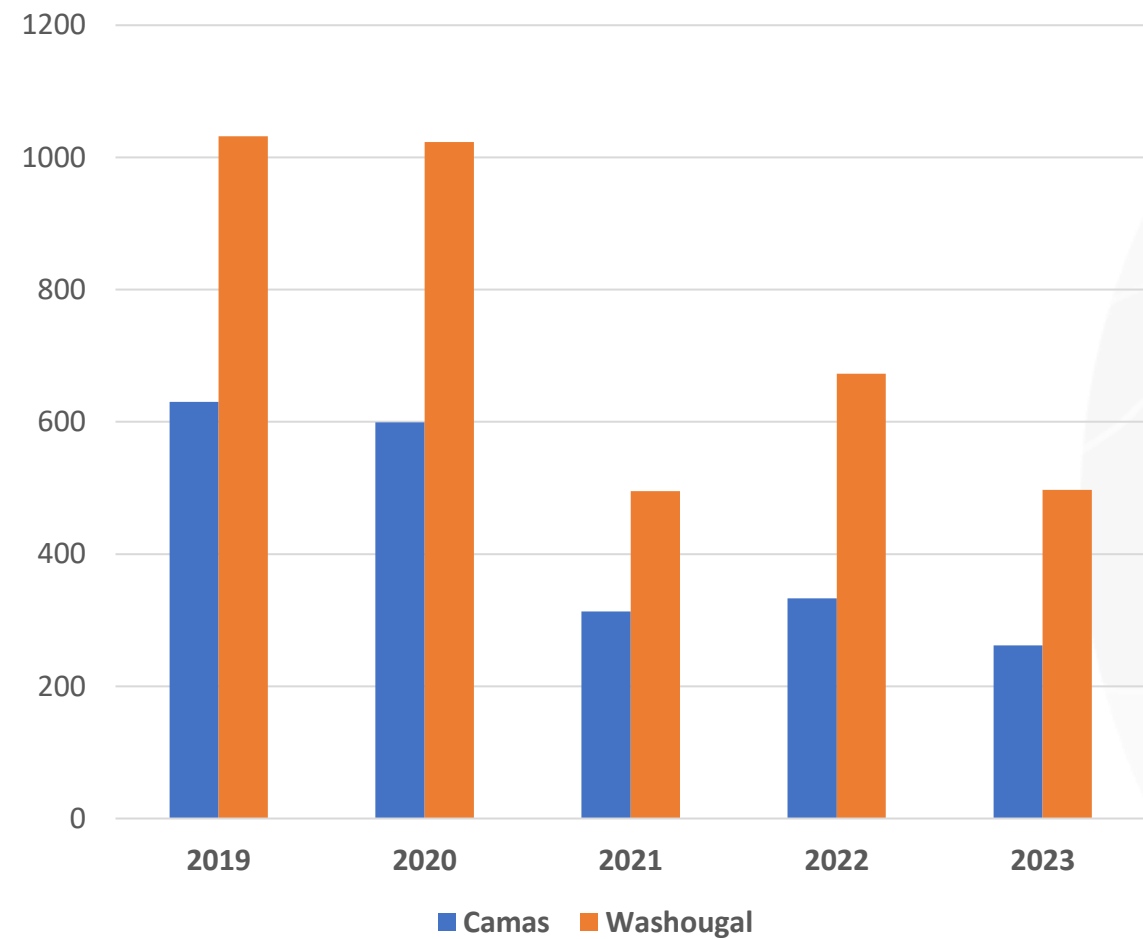
Battleground = 8.54 sq. mi.

Camas = 16.24 sq. mi.

Washougal = 6.83 sq. mi.

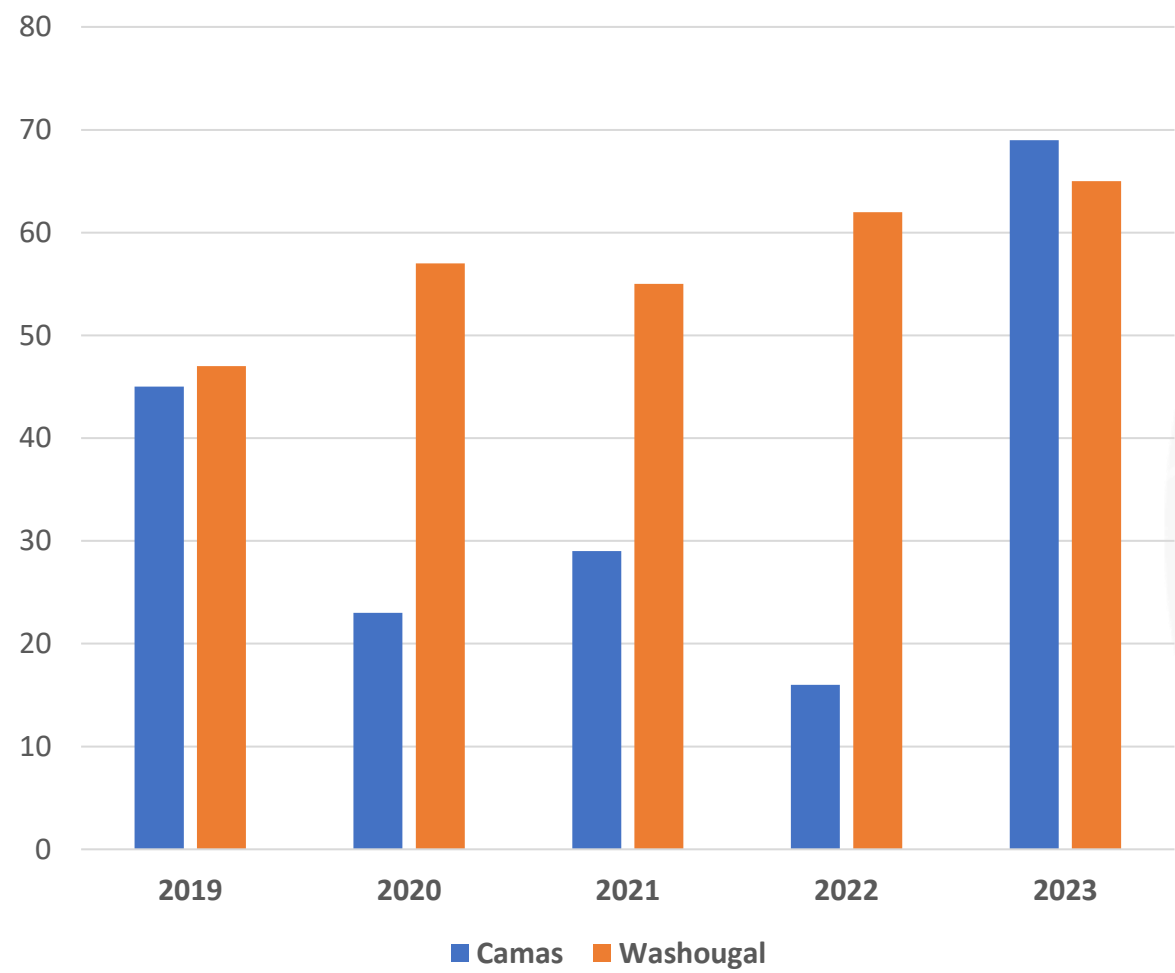


Animal Control – Calls for Service



	Camas	Washougal
2019	630	1032
2020	599	1023
2021	313	495
2022	333	673
2023	262	497
% change	-21%	-26%

Animal Control - Impounds



	Camas	Washougal
2019	45	47
2020	23	57
2021	29	55
2022	16	62
2023	69	65
% change	+331%	+4.8%

Clark County man gets year in jail for killing cats in Washougal

Judge rules defendant can't own, live with animals

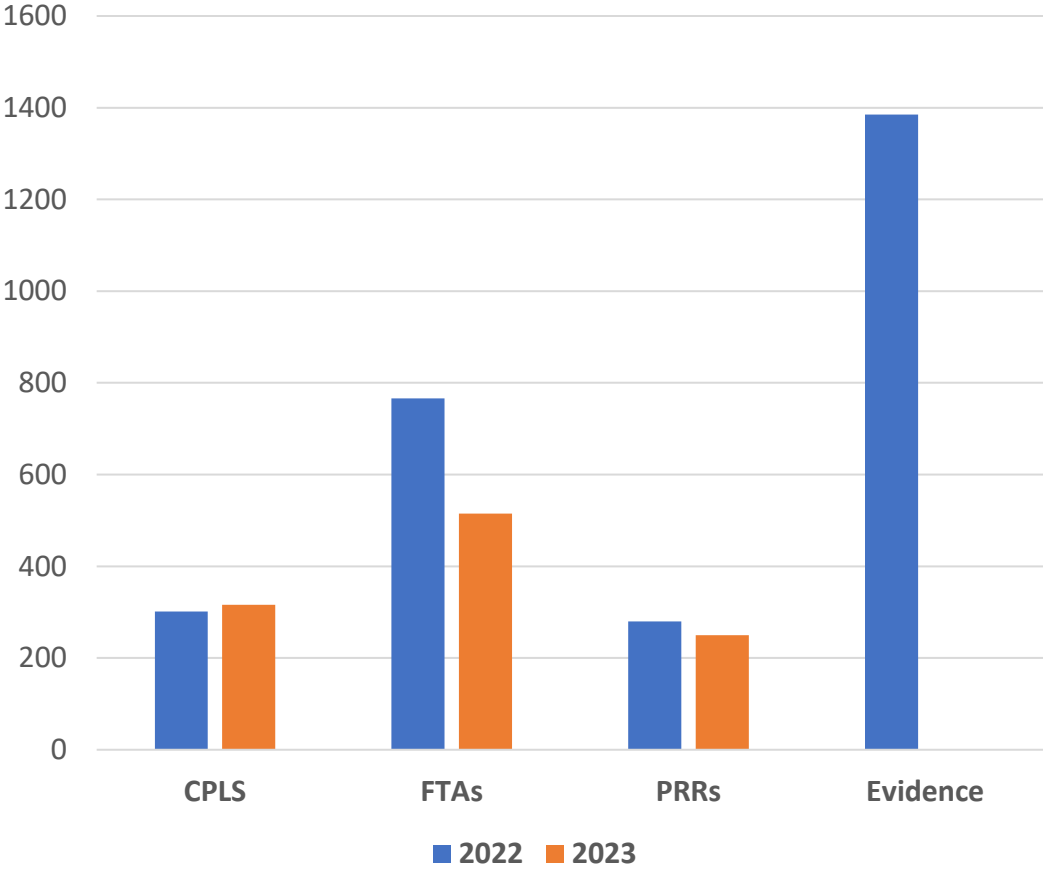
By Becca Robbins, Columbian staff reporter

Published: January 31, 2024, 5:36pm

Share:



Support Services

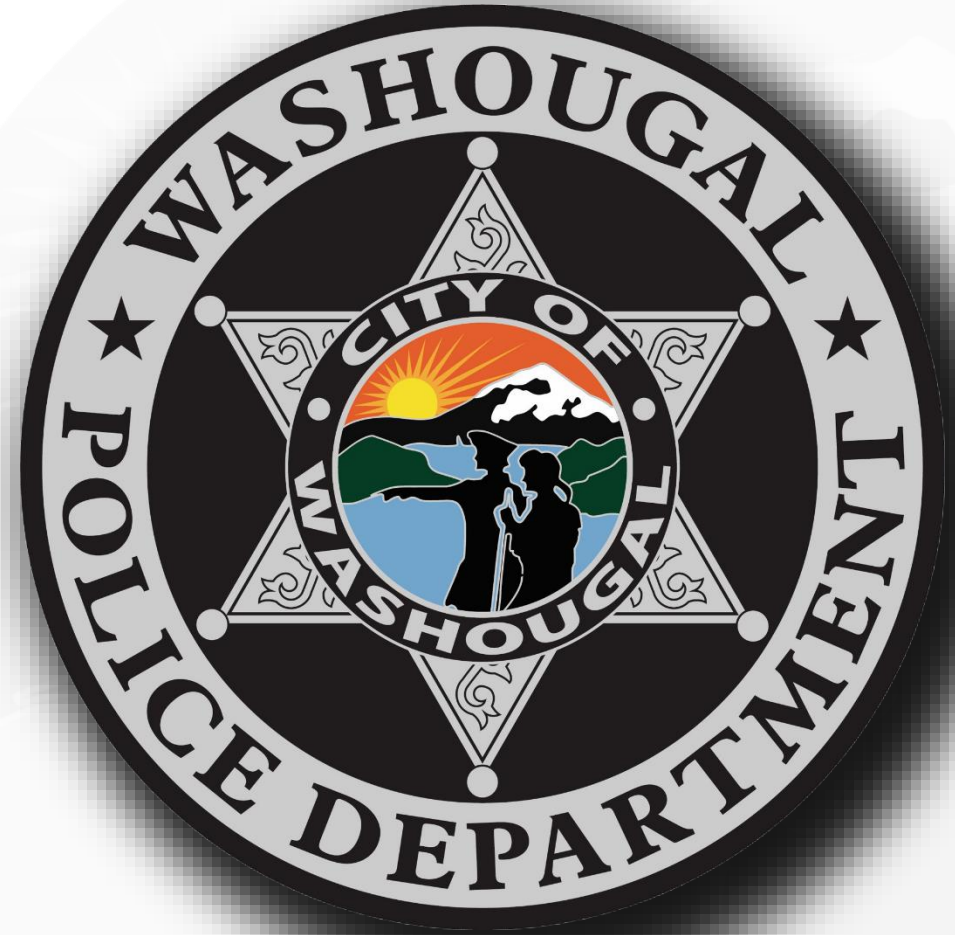


	CPLs	FTAs	PRRs	Property / Evidence items
2022	301	766	280	1385
2023	316	515	250	1475*

CPL = Concealed Pistol License
FTA = Firearms Transfer Application
PRR = Public Records Request

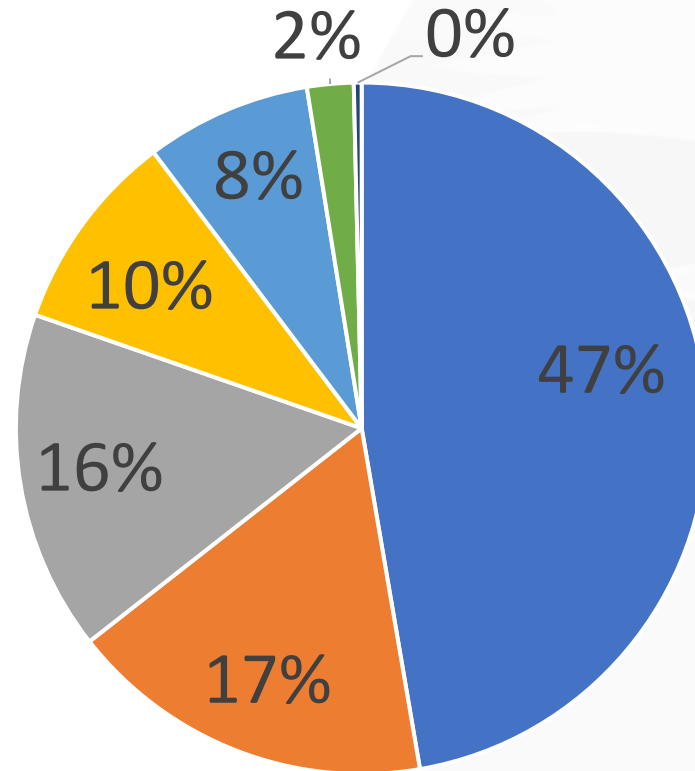
Body Worn Camera Program

- All sworn members have been issued cameras
- Working videos: 6,546
- Test videos: 78
- Training videos: 146
- Partnered with Camas, CCSO & Vancouver PD
- Partnered with Prosecutor



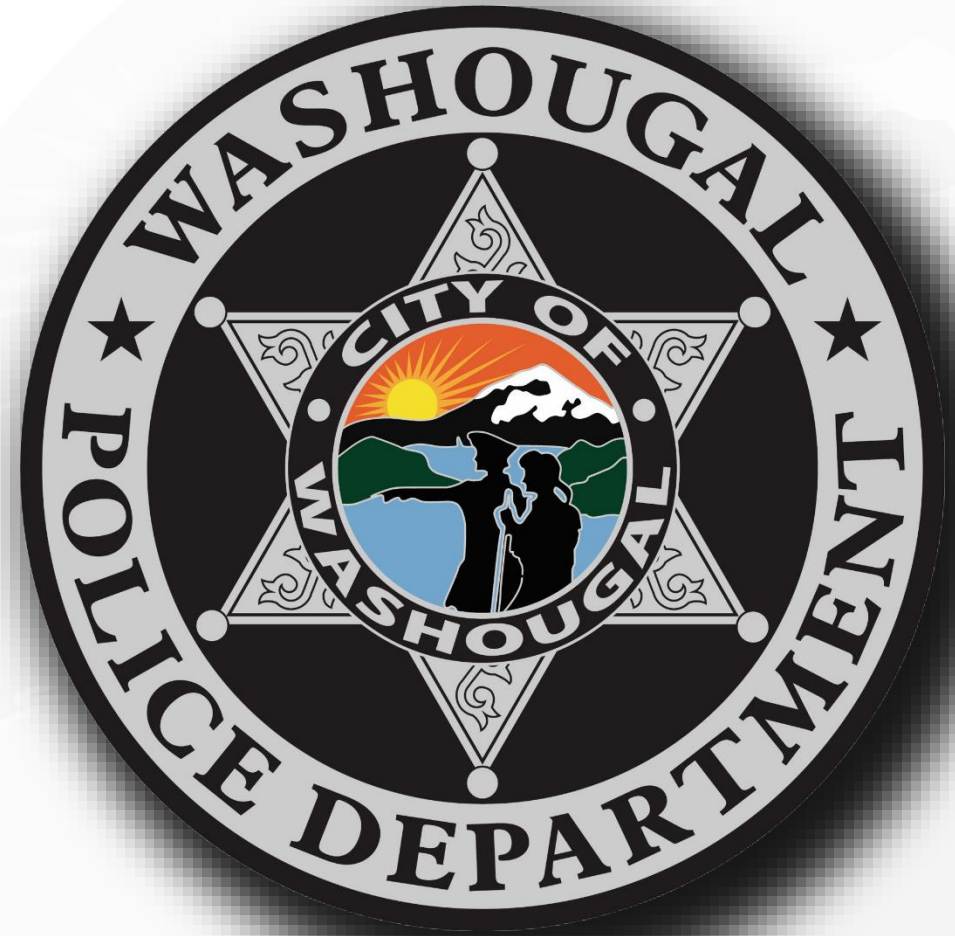
Number of Videos

- All other calls
- Traffic stop
- Misdemeanor report
- Felony report
- Arrest
- Traffic collision
- Use of Force



Goals for 2024

- Recruit, hire and train to full staffing
- Track our Strategic Plan objectives and indicators
 - BerryDunn Operational Assessment
- Increase Community Engagement – Adding Multi-Cultural Family Night!



Thank you! Questions?



City of Washougal

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

3/11/2024

SUBJECT:

Contractor Agreement with Stellar J. Corp. for Biosolids Handling Facilities

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

Public Works Committee meeting March 6, 2024

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▯ **Stellar J Bid Packet - Biosolids Handling Facilities Project**
- ▯ **Contractor's Agreement: Biosolids Handling Facilities Project - Stellar J**

EXPENDITURE REQUIRED:

BUDGETED:
\$34,564,700.00

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

SECTION 00300

BID FORM

Project Identification: Washougal Biosolids Handling Facilities and Odor Control Improvements

This Bid is Submitted to: City of Washougal
City Hall
1701 C Street
Washougal, Washington 98671

The Design Engineer is: Kennedy/Jenks Consultants, Inc.
32001 32nd Avenue South, Suite 300
Federal Way, Washington 98001
Telephone Number 253-835-6400

The Engineer is: Michael Lubovich
32001 32nd Avenue South, Suite 300
Federal Way, Washington 98001
Telephone Number 253-835-6459

Article 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Potential bidders can download all bid documents and addendums at Washougal's e-procurement website (<https://procurement.opengov.com/portal/cityofwashougal>). For any potential Bidder not signed up through the e-procurement portal, further instructions are located on the City's bid opportunities website (<https://www.cityofwashougal.us/748/Bid-Opportunities>).

Article 2

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of the Owner's Notice of Award.

Article 3

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Bidding Documents.

- (b) Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
<u>01.31.24</u>	<u>1</u>
<u>02.15.24</u>	<u>2</u>
<u>02.21.24</u>	<u>3</u>
<u>02.26.24</u>	<u>4</u>
<u>02.28.24</u>	<u>5</u>

- (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (d) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Section 00200, Information Available to Bidders.

Bidder has read and accepts the provisions in General Conditions paragraphs 3.3 through 3.5 which limit the extent to which the Contractor may rely on information provided by the Owner or the Design Engineer with regard to: a) subsurface soil conditions, b) existing concealed or underground utilities and underground facilities, and c) existing structures and facilities.

- (e) Bidder has read and accepts the provisions in General Conditions paragraphs 3.6 and 3.8 identifying the Contractor's responsibility: a) for using care in making excavations and in doing demolition, b) for damage to existing utilities and underground facilities and for loss of use thereof, and c) for the protection of workers and others from known and unknown or concealed hazards.
- (f) Bidder has read and accepts the provisions in General Conditions paragraph 3.7 which identifies the limited conditions under which the Contractor may be entitled to a change in Contract Time or Price due to differing or unknown conditions.
- (g) Bidder has visited the site and has reviewed the Bidding Documents and the Information Available to Bidders and it has made any other investigations, explorations, or tests and has obtained any other data it considers necessary for preparation of its Bid.
- (h) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the Contract Documents and Bidder has read and understands provisions in the General Conditions relevant to differing and unknown conditions.
- (i) Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (j) Bidder has read, studied, and understands the entire set of Bidding Documents including the Construction Drawings, Specifications, and General Conditions and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.

- (k) Bidder represents that its Bid is based on providing all of the material, labor, equipment, and services necessary to complete the Work in full compliance with the Contract Documents without exception.
- (l) Attached is a Bid Bond duly completed by a guaranty company authorized to carry on business in the State of Washington, in the amount of no less than five percent (5%) of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the City of Washougal in the amount of no less than five percent (5%) of the total amount of our proposal.
- (m) We further agree, if our Bid is accepted and a Contract for performance of Work is entered into with the City of Washougal, to so plan the Work and to prosecute it with such diligence that all the Work shall be completed within the time period stated in the Contract. We understand that the City of Washougal reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of Washougal, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of Washougal and that the City of Washougal also reserves the right to waive any informalities in any proposal or bid.
- (n) We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Article 4

Requirements for State of Washington Public Works Contracts.

- (a) **DECLARATION OF LICENSE STATUS.** In accordance with Title 18.27 of the Revised Code of Washington, the Bidder declares that it possesses a valid State of Washington General Contractor's license at the time of submitting this Bid. Bidder shall state its license number and expiration date on its Bid Form.
- (b) **EXCAVATION, TRENCHING, AND SHORING.** The Bidder's attention is directed to Part N - EXCAVATION, TRENCHING, AND SHORING, Chapter 296-155 of the Washington Administrative Code. These regulations relate to all excavation and contain specific requirements to provide for the protection of all employees during all excavation work in connection with all construction work relating thereto, such as trenches, underpinning, shoring and bracing, and in connection with the construction of footings, foundations, retaining walls, and other construction work below ground level.

The Bid schedule includes an item for Excavation Safety. The Bidder shall include its costs to provide the required worker protection as required by Washington State Law.

- (c) **PREVAILING WAGE RATES.** The undersigned agrees that, if awarded the Contract, the undersigned and all of its subcontractors shall pay all laborers, workers, and mechanics employed in the performance of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the Work is to be performed, as ascertained and determined, by the statutes, regulations, and Section 00800 applicable thereto.

- (d) **WASHINGTON STATE AND LOCAL SALES TAXES.** The Owner will pay monthly to the Contractor, Washington State and local sales taxes at the current prevailing rates based on the progress payment amount. The Contractor shall then pay these State and local sales tax amounts to the Washington State Department of Revenue. The Contractor's obligations regarding RCW Title 82, Excise Taxes, are explained in a comprehensive manual entitled, Contractor's Tax Manual, available from the Research & Information Division of the Washington State Department of Revenue. In addition, the Washington Administrative Code Sections 458-20-102, 145, 170, 171, 172, 173, and 235 contain specific provisions relating to sales/use taxes.
- (e) The Bidder must provide a written declaration that they meet the Bidder responsibility criteria in accordance with RCW 39.04.350. Under RCW 39.04.350, the evaluation of bids for public work projects must include verification that the Bidder meets mandatory Bidder responsibility criteria and any supplemental Bidder responsibility criteria, and a written declaration from the Bidder verifying under penalty of perjury the Bidder is in compliance with the responsible Bidder criteria requirements for wage and labor standards in Chapters 49.46, 49.48, and 49.52 RCW

Article 5

Bidder will complete the Work for the following price(s):

Bid Schedule

Item No.	Item	Quantity	Unit	Unit Price (\$)	Total Estimated Price (\$)
1.	Mobilization, Demobilization, Site Preparation & Clean up	1	LS	\$750,000.00	\$750,000.00
2.	General Site Improvements and Yard Piping	1	LS	\$3,000,000.00	\$3,000,000.00
3.	Aerobic Digester	1	LS	\$4,190,000.00	\$4,190,000.00
4.	Biosolids Handling Building	1	LS	\$10,000,000.00	\$10,000,000.00
5.	Biosolids Storage Canopy	1	LS	\$530,000.00	\$530,000.00
6.	Facility Odor Control Systems	1	LS	\$215,000.00	\$215,000.00
7.	Anoxic Selector Material	1	LS	\$725,000.00	\$725,000.00
8.	Anoxic Selector Labor	1	LS	\$530,000.00	\$530,000.00
9.	Existing Headworks Odor Improvements	1	LS	\$100,000.00	\$100,000.00
10.	WAS Pump Replacement	1	LS	\$140,000.00	\$140,000.00

Item No.	Item	Quantity	Unit	Unit Price (\$)	Total Estimated Price (\$)
11.	Utility Water System Replacement	1	LS	\$190,000.00	\$190,000.00
12.	Berm Renovations	1	LS	\$275,000.00	\$275,000.00
13.	Sludge Removal from Lagoon 1	281	DRY TONS	\$1,400.00	\$393,400.00
14.	Sludge Removal from Lagoons 2, 3, and 4	1,943	DRY TONS	\$1,400.00	\$2,720,200.00
15.	Liner Removal from Lagoons 1, 2, 3, and 4	1	LS	\$225,000.00	\$225,000.00
16.	Excavation Safety	1	LS	\$15,000.00	\$15,000.00

TOTAL ESTIMATED PRICES (excluding tax)

Twenty three million nine hundred ninety eight thousand (\$23,998,600.00)
 (use words) six hundred dollars (figures)

WASHINGTON STATE AND LOCAL SALES TAX

Two million thirty nine thousand eight hundred eighty (\$2,039,881.00)
 (use words) two dollars figures

Sum of TOTAL ESTIMATED PRICES and WASHINGTON STATE AND LOCAL SALES TAX

Twenty six million thirty eight thousand
four hundred eighty one dollars (\$26,038,481.00)
 (use words) (figures)

Quantities are not guaranteed. Final payment will be based on actual quantities.

Article 6

- (a) Bidder agrees that the Work will be finally complete and ready for acceptance and final payment in accordance with Article 13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- (b) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Article 7

The following documents are attached to and made a condition of this Bid:

00300A Certification of Compliance with Wage Payment Statuses
 00300B Declaration of Participation in E-Verify Program
 00410 Bid Security
 00412 Base Bid Equipment and Systems List
 00416 Bidder's References
 00420 Bidder's Qualifications
 00430 Subcontractor List
 00480 Noncollusion Affidavit
 0800B Certification of Nonsegregated Facilities

DBE Subcontractor Utilization Form (EPA Form 6100-4)

One copy of DBE Subcontractor Performance Form (EPA Form 6100-3) for each DBE subcontractor.

Article 8

Communications concerning this Bid shall be addressed to:

Scott Collins, PE at Scott.Collins@cityofwashougal.us

Telephone Number: 360-835-8501 ext. 230

Article 9

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Bidder declares that it does possess a contractor's license of the required classification, valid in the appropriate jurisdiction at the time of submitting this bid.

Contractor's license number: STELLJC045J9

License classification: General Contractor

License expiration date: July 16, 2025

SUBMITTED on March 1, 2024.

If Bidder is:

An Individual

By: N/A (SEAL)
 Individual's Name

(Signature)

Doing business as: N/A

Business Address: _____

Telephone Number: _____

A Partnership

By: N/A (SEAL)
(Firm Name)

(General Partner Name)

(Signature)

(Title)

Business Address: _____

Telephone No.: _____

A Corporation

By: Stellar J Corporation
(Corporation's Name)

Texas
(State of Incorporation)

By: Jeff Carlsen
(Name of Person Authorized to Sign)

President (Signature)

(Title)

Attest Sheryl Trumbower
Assistant (Secretary) Sheryl Trumbower

Business Address: 1363 Down River Drive

Woodland, WA 98674

Telephone No.: 360-225-7996 _____

Home Office Address (if different from above): Same _____

A Joint Venture

By: N/A _____
(Name)

(Signature)

Address: _____

Telephone Number: _____

By: _____
(Name)

(Signature)

Address: _____

Telephone No.: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

END OF BID FORM

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Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (January 10th, 2024), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Stellar J Corporation

Bidder

Signature of Authorized Official*

Jeff Carlsen

Printed Name

President

Title

02/23/2024

Date

Woodland

City

WA

State

Check One:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

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

Texas

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

NA

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

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DECLARATION OF PARTICIPATION IN E-VERIFY PROGRAM

Effective April 16, 2012 in accordance with Resolution No. 1051, the Contractor listed below declares that they are registered with and have entered into a Memorandum of Understanding with the Department of Homeland Security E-Verify Program.

If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien.

Contractor shall provide verification of compliance immediately upon any City request. Failure by Contractor to comply with such requests may be considered a breach of contract.

NAME OF BUSINESS: Stellar J Corporation

ADDRESS: 1363 Down River Drive | Woodland, WA 98674

PHONE: 360-225-7996 **EMAIL:** jeffcarlsen@stellarj.com

Dated this 23 day of February, 20 24.

Jeff Carlsen
Approved Agent of the Contractor

Title: President

FOR CITY USE ONLY:

DATE RECEIVED:	NOTES: _____

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SECTION 00410

BID SECURITY

1.1 Bid Security, made payable to the City of Washougal, shall accompany each Bid. Bid Security shall be in the form of a cashier's check or certified check in the amount of not less than five percent (5%) of the Bidder's maximum price, or in the form of a Bid Bond in said amount (in the form attached). Bid Bond shall be executed by such sureties as are named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates Of Authority As Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department (www.fms.treas.gov/c570/index.html) and is admitted to issue bonds in the states in which the Project is located and all Work is performed. All bonds signed by an agent shall be accompanied by a certified copy of the authority to act.

1.2 Bid Security shall remain subject to acceptance for thirty (30) days after the day of the Bid opening, but the Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

1.3 The Bid Security of the successful Bidder will be retained until such Bidder has within fifteen (15) days of issuance of written notice of contract award;

- (a) Executed the contract agreement,
- (b) Furnished a performance bond and a payment bond fully executed as described in the Contract Forms section.
- (c) Furnished certificates of insurance as described in the General Conditions, and

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.4 The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh (7th) day after the effective date of the Agreement or the thirty-first (31st) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

1.5 Bid Security with Bids which are not competitive will be returned within thirty (30) days after the Bid.

1.6 Such cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidders have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

Stellar J Corporation

as Principal, and

Liberty Mutual Insurance Company

as Surety, are hereby held and firmly bound unto

City of Washougal as Owner in the penal sum of

Five Percent (5%) of the Bidder's maximum price

dollars for the payment of which sum, well and truly to be made, we hereby bind ourselves, our successors and assigns jointly and severally firmly by these presents.

Signed and sealed, this 23rd day of February, 2024.

The Condition of the above obligation is such that where the Principal has submitted a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for construction of

Biosolids Handling Facilities and Odor Control Improvements Project.

NOW, THEREFORE;

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of the Agreement attachment hereto (properly completed in accordance with said Bid) and shall furnish Bonds for Faithful Performance of said contract, and for the Payment of all persons performing labor and furnishing material in connection therewith, and provide certificates and policies of insurance as specified in the Bid documents and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first set forth above.

Principal:

Stellar J Corporation
(Full formal name of Principal)

By:

[Signature]
(Signature)

Name:

Jeff Carlsen
(Printed or typed)

Title:

President

Attest:

[Signature]
(Signature)

Name:

Sheryl Trumbower
(Printed or typed)

Title:

Witness

Surety:

Liberty Mutual Insurance Company
(Full formal name of Surety)
(corporate seal)

By:

[Signature]
(Signature)
(Attach Power of Attorney)



Seal No. 5690

Name: Charla M. Boadle

(Printed or typed)

Title: Attorney-in-Fact

Attest:

[Signature]
(Signature)

Name: Joe Klein

(Printed or typed)

Title: Witness

If Principal is a partnership, all partners must execute BOND.

END OF BID BOND



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210462-023001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alec Gumpfer, Andrew Kerslake, Andrew P. Larsen, Deanna M French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John Claeys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Scott Fisher, Scott Garcia, Scott McGilvray, Susan B. Larson of Bellevue, WA; Ronald J. Lange, Charla M. Boadle, Jennifer Barret of Spokane, WA; Charles W. Floberg, Drew D. Neessen, James Hamlin, John M. Miller, Mason M. Marks, Michael S. Cranston, Nicholas Warren, William M. Smith, Gregory C. Ryerson of Portland, OR; Abbie A. Bonney, Sandy L. Boswell, Janie Ma, Marie I. Matetich, Sharon Pope, Brenda S. Nolin all of the city of Anchorage state of AK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of July, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of February, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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SECTION 00412

BASE BID EQUIPMENT AND SYSTEMS LIST
(To be Submitted with Bid)

The Bidders lump sum Base Bid shall include the cost of furnishing equipment by makers and/or complete systems by providers selected from those named by the Owner on this Base Bid Equipment List. Bids that do not comply with this requirement will be considered non-responsive.

The Bidder may also submit a proposed add or deduct price for an alternate manufacturer or provider for each item on the List which price shall remain in effect for 60 days after executing the Agreement. The lowest Base Bid shall be determined without consideration of alternates proposed by the Bidder.

Item No. Equipment Item and Manufacturer Named by Owner

- a. *Screw Press Specified in Section 11340*
1) FKC, BHX-1250

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item No. Equipment Item and Manufacturer Named by Owner

- b. *Rotary Screen Thickener Specified in Section 11350*
1) FKC, Model RST

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item No. Equipment Item and Manufacturer Named by Owner

- c. *Waste Activated Sludge Pump in Section 11320*
1) Hayward Gordon, Model XCS4A

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item Equipment Item and
No. Manufacturer Named by Owner

d. Vertical Turbine Pump Specified in Section 11215

1) Simflo, Model VERTTURBINE

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item Equipment Item and
No. Manufacturer Named by Owner

e. Programmable Logic Controllers Specified in Section 17330

1) Allen-Bradley ControlLogix

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item Equipment Item and
No. Manufacturer Named by Owner

f. Control Systems Specified in Section 16955

1) OCD Automation

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

If the bidder submits proposals for furnishing alternate equipment or systems the alternate proposed shall be equal in quality, construction, function, performance and efficiency to the first item specified. The addition to or deduction from the lump sum Base Bid shall include all necessary modifications to foundations, structures, piping, electrical service and controls to provide a complete, installed functioning unit equal to the first specified item in accordance with General Conditions Article 7. Selection of proposed alternative equipment or material will be at the sole option of the Owner and will be made after award and execution of the contract and upon the basis of a written change order. In the event that alternate equipment is accepted by the Owner, the Contract Price shall be increased or decreased by Change Order in the amount of the price differential quoted by the Bidder in the space provided on this List.


(Signature)

Jeff Carlsen

(Type or Print Name)

President

(Title)

Stellar J Corporation

(Company)

END OF BASE BID EQUIPMENT LIST

SECTION 00416

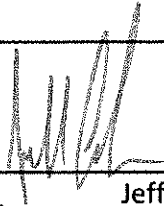
BIDDER'S REFERENCES
(To be submitted with Bid)

Reference is hereby made to the following bank or banks about the financial responsibility of the Bidder:

<u>Name of Bank</u>	<u>Address</u>
Banner Bank- George Martin 360.253.0927	1111 Main Street Ste 301 Vancouver, WA 98660

Reference is hereby made to the following surety company or companies about the financial responsibility and general reliability of the Bidder:

Name of Surety Company	Liberty Mutual Surety c/o Parker Smith Feek
	Scott McGilvray 425.709.3711
Name of Surety Company	

Signature of Bidder	
Title	President Jeff Carlsen
Company	Stellar J Corporation
Address	1363 Down River Drive Woodland, WA 98674

END OF BIDDER'S REFERENCES

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SECTION 00420

BIDDER'S QUALIFICATIONS
(To be submitted with Bid)

The Bidder has been engaged in the contracting business, under the present business name for three (3) years. Experience in work of a nature similar to that covered in the proposal extends over a period of ten (10) years.

The Contractor's superintendent at the job site will be (give full name): Andrew Schlappi

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: King County WPTP Primary Sedimentation Area Roof Structure

Dollar amount of Contract: \$ 22,950,000

Owner: King County

Owner's Representative: Josh Brown

Phone: (206) 263-5886

Email Address: jbrown@kingcounty.gov

Contractor's Superintendent on this Project: Mark Van Brunt

Brief Description of Project Scope: _____

The purpose of this project is to restore the seismic performance level of the primary sedimentation basins by removing the concrete roof framing and upgrading concrete tank walls and columns; removing and replacing the odor control ductwork for the sedimentation basins and the ICS building; removing and replacing motors operating the skimmer system; removing and replacing existing electrical conduit and conductors; removing and replacing existing lighting; and constructing a new partial roof over the effluent ends of the sedimentation tank.

2. Project Name: Lost Creek Prospect Valley Dairies

Dollar amount of Contract: \$ \$50,295,500.00

Owner: Green Impact Partners

Owner's Representative: Jesse Douglas

Phone: (403) 801-5300

Email Address: jdouglas@greenipi.com

Contractor's Superintendent on this Project: Patrick Hart/James LaMew

Brief Description of Project Scope: _____

The Lost Creek Prospect Valley Dairy project was a development effort lead by Stellar J in the EPC role. Located in Keenesburg and Roggen Colorado, the project collects the manure from 11,300 dairy cows and uses anaerobic digestion to produce and capture methane. This methane is then processed to meet pipeline grade standards and injected the natural gas pipeline. Processes including Manure Handling and Separation, Maceration, Cavitation, Pumping Systems, Anaerobic Pretreatment, Anaerobic Digesters with membrane covers and mixing systems, Digestate Tank, Solids Separation, Gas Upgrading and Compression, Flare, Heating System, Ammonia Reduction, and Compost. This project includes digester construction; digester mixing; hot work in and around classified areas; gas handling, upgrading and compression; extensive 8"-2" SS gas system piping services; new waste gas burner; selective demolition at the existing dairy; concrete construction; and large mobile crane work.

3. Project Name: OES - Food Waste Digester and Power Generation Project

Dollar amount of Contract: \$ 27,173,827.00

Owner: Organic Energy Solutions

Owner's Representative: Sergio Perez

Phone: 951-545-0649

Email Address: sergio@organicenergysolutions.com

Contractor's Superintendent on this Project: Matt Fredrickson

Brief Description of Project Scope: _____

Stellar J was contracted to build California's largest food waste digester facility in 2019 with commissioning in 2021. Stellar J was charged with full design, construction, and procurement responsibilities using AQUA Engineering as its lead engineer for process and controls. The biodigester project that will processes 85,000 gallons of food waste a day and produce 2.6 megawatts of power. It includes three 650,000 gallon digesters, four 100,000 gallon feed tanks, two 1.3 MW Siemens Containerized Generators, and a full 900 SCFM gas conditioning system. The project is located within an operational industrial waste processing facility. It required extensive demolition and rehabilitation of the existing facility while maintaining operations. The digester and gas handling facilities require hot work within classified spaces and the use of large mobile cranes.

Title of person completing this form: Jeff Carlsen/President

Date 03/01/2024

Phone No 360-225-7996

Signed _____

(Same signature as on Bid Form)

Jeff Carlsen/President

END OF BIDDER'S QUALIFICATIONS

SECTION 00430

SUBCONTRACTOR LIST
(To be submitted with Bid)

Each Bidder shall set forth below with its bid:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of Washington who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 (0.5%) percent of the Contractor's total bid.

(b) The portion of the work which will be done by each such Subcontractor. The Contractor shall list only one Subcontractor for each portion of the work.

(c) Submit a separate Subcontractor's list for each individual Contract for which a Base Bid is submitted.


(d) Submit a separate second page of Subcontractor's list to identify changes in Subcontractors that will be required if the Owner selects a particular alternate.

Addendum #5

If the Bidder fails to specify a Subcontractor for any portion of the work as above-stated, or if the Bidder lists more than one Subcontractor for the same portion of the work, then Bidder agrees to perform that work themselves. The following is submitted concerning Subcontractors:

<u>Name of Subcontractor</u>	<u>Mailing Address</u>	<u>Point of Contact</u>	<u>Telephone Number and e-mail</u>	<u>Date of Bid or Quote</u>	<u>MBE/WBE (Y/N)</u>	<u>Portion of Work to be Done</u>	<u>Subcontractor's WA License Number and Class</u>
See attached							

List alternate numbers and changes required in Subcontractors due to alternate selection on a separate copy of the second page of this form.


 (Signature of Bidder) Jeff Carlsen/President

Stellar J Corporation	Washougal Biosolids Handling Facilities	Name of Subcontractor Designer Concrete	Address Shop, Mill or Office 15645 81 ST E Puyallup, WA 98372	Point of Contact Ramel Hawkins	Phone and Email 206-487-8130 designerconcrete123@gmail.com	Date of Bid/Quote 2/21/2024 No	MSE/NISE Y/N	Portion of Work to Done Concrete Flatwork	Subcontractor's WA License Number and Class CC DESIGCT783OF - (CCB) - CONCRETE
Ferwest Conco	3703 NW Gateway Ave. Vancouver, WA 98660 18644 76th Ave South Kent, WA 98032			Connor King Micha Silberman	360-567-1403 Connor_King@ferweststeel.com 425-251-1684 msilberman@conconnow.com	2/22/2024 No 2/21/2024 No		Rebar Supply + Installation Concrete Pump Truck	FARWEST834RK - REBAR CONCOC0044LS - (CCB) - CONCRETE
Vancouver Paving	1201 NE 154th St Vancouver, WA 98665 435 Williams Court, Suite 100 Belmore, MD 21220			Jeff Pietrzykowski	360.607.6323 jeffp@vancouverpavingco.com	2/26/2024 No		Asphalt Paving	VANCOPC123PU - Asphalt Paving
Synagro Michaelis Trucking & Excavating	PO Box 15057 Tumwater, WA 98511 13105 NE 95th St, Vancouver, WA 98682			John Puglieseri	650.213.6380 jpuglieseri@synagro.com	2/29/2024 No		Biosolids Removal	SYNAGW64SLA - Biosolids Removal
Cornerstone Masonry	2310 NE Columbia Blvd PO Box 3434 Gresham, OR 97030			Angela Michaels Drew Bonifis	360.790.0109 angela@michaelslstrucking.com 360-735-8600 drew@cornerstonemasonry.com	3/1/2024 Yes 3/1/2024 No		Dump Trucking Masonry	MICHAJ00008 - Dump Trucking CONSB6172B - Masonry
Arctic Sheet Metal, Inc. MJE Industrial, LLC				Tom Breault Scott Woodward	360-309-9274 tbreault@arctic.biz 503-936-8994 Scott@MJEIndustrial.com	3/1/2024 No 3/1/2024 No		Metal Roofing Painting	ARCTISM778D9 - Metal Roofing (Journey Level) MIBN181SNZ - Coatings
Pacific Steel Erectors, LLC	17214 NE 224th Ave Brush Prairie, WA 98606			David Simard	502-705-5050 david@pacificsteelerections.com	3/1/2024 No		PEMB Erector	PACIFSEB25R1 - General
NRK Construction, LLC	12014 E Maxwell Ave Spokane Valley, WA 99206			Nick Kovalevsko	509-844-8228 nrkbuilds@gmail.com 509-594-8968	3/1/2024 No		HM Door Installation	NRKCOCL783PS - General
Authority Dock & Door INC Columbia Allied Services Columbia Allied Services	12148 Sky LN NE Aurora, OR 97002 27316 NE 10th Ave, Ridgefield, WA 27316 NE 10th Ave, Ridgefield, WA 9400 SE CLACKAMAS RD CLACKAMAS, OR 97015			Scott Burgoyne Jasper Calhoun Jasper Calhoun	Scott@authoritydockanddoor.com 360-903-0894 jasper@columbiastalled.com 360-903-0894 jasper@columbiastalled.com	3/1/2024 No 3/1/2024 No 3/1/2024 No		OH Door Supply and Install HVAC plumbing	AUTHDOOD864CC - General COLUMNAS826CK - HVAC COLUMNAS783DS - PLUMBING
Team Electric				Mike Trushelm	503-557-7180 mike@teamelectricco.com C (503) 502-7861	3/1/2024 No		Electrical	TEAMECIO88KJ - Electrical
OCD Automation	PO Box 2275 Estacada, OR 97023			Sam Colton	E: samantha.colton@OCDAutomation.com	3/1/2024 No		Instrumentation and Controls	603 494 101 - Automation

DUE WITHIN 1 HOUR OF BID OPENING

SUBCONTRACTOR LIST – HVAC, PLUMBING, AND ELECTRICAL

Pursuant to RCW 39.30.060, each Bidder shall set forth within the designated time frame the following:

If the estimated contract cost is \$1,000,000 or more, Bidder shall submit the names of all subcontractors with whom the Bidder will subcontract for heating, ventilation, and air conditioning (HVAC) and plumbing work as described in RCW 18.106, and electrical work as described in RCW 19.28. List below the names of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed or indicate that the work will be performed by the Bidder or no work under the category will be performed. The requirement of this section to name the Bidder's proposed HVAC, plumbing, and electrical subcontractors applies only to subcontractors who will contract directly with the general contractor submitting the bid to the public entity (First Tier Subcontractor).

The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work, the naming of two or more subcontractors to perform the same category of work, failure to identify if the category of work will not be performed, or failure to submit this Subcontractor List – HVAC, Plumbing, and Electrical **within one hour after the published bid submittal time** shall render the Bidder's bid non-responsive and, therefore, void.

HVAC (Bidder shall check only one box):

- ☐ No HVAC to be performed
- ☐ HVAC work will be performed by Bidder
- ☐ HVAC work will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ HVAC work will be performed by a Lower Tier Subcontractor

Plumbing (Bidder shall check only one box):

- ☐ No plumbing to be performed
- ☐ Plumbing work will be performed by Bidder
- ☐ Plumbing work will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ Plumbing work will be performed by a Lower Tier Subcontractor

Electrical (Bidder shall check only one box):

- ☐ No electrical to be performed
- ☐ Electrical work will be performed by Bidder
- ☐ Electrical work will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ Electrical work will be performed by a Lower Tier Subcontractor

No changes or substitutions from these listed HVAC, plumbing, and electrical subcontractors will be allowed without the express written approval of the Engineer. Substitutions must be compliant with RCW 39.30.060. If such change is permitted by the Engineer and adheres to RCW 39.30.060, it will be evaluated in accordance with provisions of the Contract Documents.

DUE WITHIN 48 HOURS OF BID OPENING

SUBCONTRACTOR LIST – STRUCTURAL STEEL AND REBAR INSTALLATION

Pursuant to RCW 39.30.060, each Bidder shall further set forth within the designated time frame the following:

If the estimated contract cost is \$1,000,000 or more, Bidder shall submit the names of all subcontractors with whom the Bidder will subcontract for structural steel and rebar installation. List below the names of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed or indicate that the work will be performed by the Bidder or no work under the category will be performed. The requirement of this section to name the Bidder's proposed structural steel installation and rebar installation subcontractors applies only to subcontractors who will contract directly with the general contractor submitting the bid to the public entity (First Tier Subcontractor).

The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work, the naming of two or more subcontractors to perform the same category of work, failure to identify if the category of work will not be performed, or failure to submit this Subcontractor List – Structural Steel and Rebar Installation **within forty-eight hours after the published bid submittal time** shall render the Bidder's bid nonresponsive and, therefore, void.

Structural Steel Installation (Bidder shall check only one box):

- ☐ No structural steel installation to be performed
- ☐ Structural steel installation will be performed by Bidder
- ☐ Structural steel installation will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ Structural steel installation will be performed by a Lower Tier Subcontractor

Rebar Installation (Bidder shall check only one box):

- ☐ No rebar installation to be performed
- ☐ Rebar installation will be performed by Bidder
- ☐ Rebar installation will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ Rebar installation will be performed by a Lower Tier Subcontractor

No changes or substitutions from these listed structural steel and rebar installation subcontractors will be allowed without the express written approval of the Engineer. Substitutions must be compliant with RCW 39.30.060. If such change is permitted by the Engineer and adheres to RCW 39.30.060, it will be evaluated in accordance with provisions of the Contract Documents.

END OF SUBCONTRACTOR LIST

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NONCOLLUSION AFFIDAVIT
(To be submitted with Bid)

COUNTY OF Cowlitz

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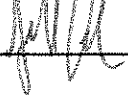
SECTION 00800B

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature  Date March 1, 2024

Jeff Carlsen/President

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF CERTIFICATION OF NONSEGREGATED FACILITIES




Article 4 (e)

The Bidder must provide a written declaration that they meet the Bidder responsibility criteria in accordance with RCW 39.04.350. Under RCW 39.04.350, the evaluation of bids for public work projects must include verification that the Bidder meets mandatory Bidder responsibility criteria and any supplemental Bidder responsibility criteria, and a written declaration from the Bidder verifying under penalty of perjury the Bidder is in compliance with the responsible Bidder criteria requirements for wage and labor standards in Chapters 49.46, 49.48, and 49.52 RCW

Please consider this Stellar J Corporations written declaration from the Bidder verifying under penalty of perjury the Bidder is in compliance with the responsible Bidder criteria requirements for wage and labor standards in Chapters 49.46, 49.48, and 49.52 RCW.

Please see copy of attached showing active business license for 3+ years.



Jeff Carlsen
President
Stellar J Corporation

1363 Down River Drive
Woodland, WA 98674
360-225-7996
360-225-8007 fax

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

STELLAR J CORPORATION
1363 DOWN RIVER DR
WOODLAND WA 98674

STELLAR J CORPORATION

Reg: CC STELLJC045J9
UBI: 601-702-222

Registered as provided by Law as:
Construction Contractor
(CC01) - GENERAL

Effective Date: 4/29/1996
Expiration Date: 7/16/2025



**Resolution for Election of Officers
of Stellar J Corporation**

WHEREAS, Section 5.1 of the Bylaws states that the Company must have a President and a Secretary, and will have any other officers appointed by the Board of Directors in accordance with the Bylaws;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors elects the following corporate officers of Stellar J Corporation. Pursuant to Section 5.2 of the Bylaws, the corporate officers are hereby authorized and empowered to sign documents that bind the corporation in the name and on behalf of Stellar J Corporation without the signature of other corporate officers:

R.E. Kinghorn, Chief Executive Officer
Jeff Carlsen, President
Jeff Walker, Vice President
Cheryl Subasic, Secretary/Treasurer
Sheryl Trumbower, Assistant Secretary

FINALLY RESOLVED, that each elected officer shall continue to serve as officer of Stellar J Corporation in their respective elected capacity at the pleasure of the Board of Directors and hold office until their successor has been duly elected and qualified, or upon their earlier resignation or removal.

I, Cheryl Subasic, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of Stellar J Corporation, a Texas Corporation, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with law and the Bylaws of said Corporation on January 1, 2023 and that resolution is now in full force and effect.

In witness whereof, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereunto affixed, the 1st day of January 2023.

Secretary



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Click here to enter text. Boyter Brothers LLC		Project Name Click here to enter text. Biosolids Handling Facilities and Odor Control Improvements	
Bid/ Proposal No. Click here to enter text. SS-2019-01	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text. Brint DeVilling	
Address Click here to enter text. 1363 Down River Drive Woodland, WA 98674			
Telephone No. Click here to enter text. 360-225-7996		Email Address Click here to enter text. brint@stellari.com	
Prime Contractor Name Click here to enter text. Stellar J Corporation		Issuing/Funding Entity Department of Ecology	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text. 3, 4, 8	Click here to enter text. Mechanical Insulation	Click here to enter text. \$77,100
DBE Certified By: <input type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: Click here to enter text.		
Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown		


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

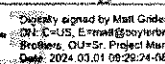
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Jeff Carlsen
Title	Date
Click here to enter text. President	Click here to enter text. March 1, 2024

Subcontractor Signature	Print Name
 Digitally signed by Matt Grider DN: C=US, E=mgm@boyerbrothers.com, O=Boyer Brothers, OU=Sr. Project Manager, CN=Matt Grider Date: 2024.03.01 08:29:24-08'00'	Matt Grider
Title	Date
Vice President	3-01-2024



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

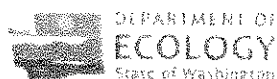
This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Click here to enter text. W. E. Coates Surveying		Project Name Click here to enter text. Biosolids Handling Facilities and Odor Control Improvements	
Bid/ Proposal No. Click here to enter text. SS-2019-01	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text. Brint DeVilling	
Address Click here to enter text. 1363 Down River Drive Woodland, WA 98674			
Telephone No. Click here to enter text. 360-225-7996		Email Address Click here to enter text. brint@stellarj.com	
Prime Contractor Name Click here to enter text. Stellar J Corporation		Issuing/Funding Entity Department of Ecology	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text. Bid Item #1 & #2	Click here to enter text. Survey and Settlement Monitoring	Click here to enter text. \$2,500/Day
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: Click here to enter text. OMWBE		Meets/ exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Stellar J Corporation		Project Name Washougal Biosolids Handling Facilities and Odor Control Improvements	
Bid/ Proposal No. SS-2019-01	Assistance Agreement ID No. (if known)		Point of Contact Brint DeVilling
Address 1363 Down River Drive Woodland, WA 98674			
Telephone No. 360-225-7996		Email Address brint@stellarj.com	
Issuing/Funding Entity Department of Ecology			

I have identified potential DBE certified subcontractors <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Estimated Dollar Amount	Currently DBE Certified?
Michaelis Trucking and Excavating Inc	PO Box 15057 Tumwater, WA 98511 ph. 360.790.0109 angelak@michaelistrucking.com	\$100,000	Yes
Boyter Brothers, LLC	12011 NE 99th St, Suite 1500 Vancouver, WA 98682 ph. 360.947.0156 mark@boyterbrothers.com	\$77,100	Yes
WE Coates Surveying LLC	9825 Glory Dr. SE Olympia, WA 98513 ph. 360.413.0510 wadecoates@wecoatesurveying.com	\$20,000	Yes

Add more lines if needed

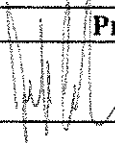
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

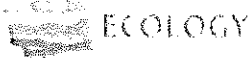
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

 Prime Contractor Signature	Print Name
	Jeff Carlsen
Title	Date
President	02/23/2024



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

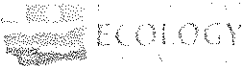
Subcontractor Name Click here to enter text. Michaelis Trucking and Excavating, Inc.		Project Name Click here to enter text. Biosolids Handling Facilities and Odor Control Improvements	
Bid/ Proposal No. Click here to enter text. SS-2019-01	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text. Brint DeVilling	
Address Click here to enter text. 1363 Down River Drive Woodland, WA 98674			
Telephone No. Click here to enter text. 360-225-7996		Email Address Click here to enter text. brint@stellari.com	
Prime Contractor Name Click here to enter text. Stellar J Corporation		Issuing/Funding Entity Department of Ecology	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text.	Click here to enter text.	Click here to enter text.
2	Dump Trucking	\$190/hr

DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: Click here to enter text.	Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown
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¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.


² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature 	Print Name Jeff Carlsen
Title Click here to enter text.	Date Click here to enter text.
President	March 1, 2024

Subcontractor Signature 	Print Name Angela K. Michaelis
Title Click here to enter text.	Date Click here to enter text.
President	3/1/2024

DUE WITHIN 1 HOUR OF BID OPENING

SUBCONTRACTOR LIST – HVAC, PLUMBING, AND ELECTRICAL

Pursuant to RCW 39.30.060, each Bidder shall set forth within the designated time frame the following:

If the estimated contract cost is \$1,000,000 or more, Bidder shall submit the names of all subcontractors with whom the Bidder will subcontract for heating, ventilation, and air conditioning (HVAC) and plumbing work as described in RCW 18.106, and electrical work as described in RCW 19.28. List below the names of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed or indicate that the work will be performed by the Bidder or no work under the category will be performed. The requirement of this section to name the Bidder's proposed HVAC, plumbing, and electrical subcontractors applies only to subcontractors who will contract directly with the general contractor submitting the bid to the public entity (First Tier Subcontractor).

The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work, the naming of two or more subcontractors to perform the same category of work, failure to identify if the category of work will not be performed, or failure to submit this Subcontractor List – HVAC, Plumbing, and Electrical **within one hour after the published bid submittal time** shall render the Bidder's bid non-responsive and, therefore, void.

HVAC (Bidder shall check only one box):

- ☐ No HVAC to be performed
- ☐ HVAC work will be performed by Bidder
- ☒ HVAC work will be performed by the following First Tier Subcontractor:
Name: Columbia Allied Services WA License#: COLUMAS8aueck
- ☐ HVAC work will be performed by a Lower Tier Subcontractor

Plumbing (Bidder shall check only one box):

- ☐ No plumbing to be performed
- ☐ Plumbing work will be performed by Bidder
- ☒ Plumbing work will be performed by the following First Tier Subcontractor:
Name: Columbia Allied Services WA License#: COLUMAS783DS
- ☐ Plumbing work will be performed by a Lower Tier Subcontractor

Electrical (Bidder shall check only one box):

- ☐ No electrical to be performed
- ☐ Electrical work will be performed by Bidder
- ☒ Electrical work will be performed by the following First Tier Subcontractor:
Name: Team Electric WA License#: TEAMECI088KJ
- ☐ Electrical work will be performed by a Lower Tier Subcontractor

No changes or substitutions from these listed HVAC, plumbing, and electrical subcontractors will be allowed without the express written approval of the Engineer. Substitutions must be compliant with RCW 39.30.060. If such change is permitted by the Engineer and adheres to RCW 39.30.060, it will be evaluated in accordance with provisions of the Contract Documents.

DUE WITHIN 48 HOURS OF BID OPENING

SUBCONTRACTOR LIST – STRUCTURAL STEEL AND REBAR INSTALLATION

Pursuant to RCW 39.30.060, each Bidder shall further set forth within the designated time frame the following:

If the estimated contract cost is \$1,000,000 or more, Bidder shall submit the names of all subcontractors with whom the Bidder will subcontract for structural steel and rebar installation. List below the names of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed or indicate that the work will be performed by the Bidder or no work under the category will be performed. The requirement of this section to name the Bidder's proposed structural steel installation and rebar installation subcontractors applies only to subcontractors who will contract directly with the general contractor submitting the bid to the public entity (First Tier Subcontractor).

The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work, the naming of two or more subcontractors to perform the same category of work, failure to identify if the category of work will not be performed, or failure to submit this Subcontractor List – Structural Steel and Rebar Installation **within forty-eight hours after the published bid submittal time** shall render the Bidder's bid nonresponsive and, therefore, void.

Structural Steel Installation (Bidder shall check only one box):

- ☐ No structural steel installation to be performed
- ☐ Structural steel installation will be performed by Bidder
- ☒ Structural steel installation will be performed by the following First Tier Subcontractor:
Name: Pacific Steel Erectors WA License#: PAL55E825R1
- ☐ Structural steel installation will be performed by a Lower Tier Subcontractor

Rebar Installation (Bidder shall check only one box):

- ☐ No rebar installation to be performed
- ☐ Rebar installation will be performed by Bidder
- ☒ Rebar installation will be performed by the following First Tier Subcontractor:
Name: Farwest Steel Reinforcing Company WA License#: FARWESR838RK
- ☐ Rebar installation will be performed by a Lower Tier Subcontractor

No changes or substitutions from these listed structural steel and rebar installation subcontractors will be allowed without the express written approval of the Engineer. Substitutions must be compliant with RCW 39.30.060. If such change is permitted by the Engineer and adheres to RCW 39.30.060, it will be evaluated in accordance with provisions of the Contract Documents.

END OF SUBCONTRACTOR LIST



City of Washougal
PUBLIC WORKS PURCHASING

Contract Information Form *(THIS FORM MUST ACCOMPANY EVERY CONTRACT)*

Contract Title: **Biosolids Handling Facilities** Vault Filing Number: _____
Vendor Name: **Stellar J Corporation** Vendor Number: **TBD**
Contract Overview: **Biosolids Handling Facilities** Contract Total: **\$26,038,481.00**

Project Manager: **Scott Collins** Ext: **230** Department: **Public Works**

Project Number: **SS-2024-02**

Budget Code(s): **413-09-594-535-5062**

Engineer's Project Estimate: \$ _____

Contract Price: \$ **\$26,038,481.00**

Type of Procurement Method: **Formal Sealed Bid Solicitation**

Project specifically identified in approved budget: N/A ☐ YES ☒ NO ☐ * if NO see below if project cost is greater than **\$50,000** for public works, professional services, and personal services.

Does project change exceed administrative discretion threshold? N/A ☐ YES ☒ NO ☐

If project exceeds administrative threshold, was it approved by Council? YES ☐ NO ☐ Click here to enter a date.

City of Washougal, Washington

Contractor Agreement

Project Name: Biosolids Handling Facilities

THIS CONTRACT, effective this _____ day of _____, 2024, is entered into by and between Contractor Stellar J Corporation hereinafter referred to as the Contractor, and the City of Washougal, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

1. **Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

PROJECT NAME: Biosolids Handling Facilities

All work shall be done in accordance with the Contract on file with the City of Washougal, and in accordance with such alterations or modifications as may be made by the Owner. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in the Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **E-Verify Program:** The Contractor will certify their participation in the E-Verify Program by submitting a Declaration of Participation Form. If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify Program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien. The Contractor shall provide verification of their

compliance immediately upon any City request. Failure by the Contractor to comply with such requests may be considered a breach of contract.

3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its tier subcontracts, and shall require all of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each tier subcontractor meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have a current City of Washougal General Business License;
4. If applicable, have
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
6. Have received training on the requirements related to public works and prevailing wage under RCW 39.04.350 and RCW 39.12. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory

committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.

4. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Washougal City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Washougal and the laws of the State of Washington, the following sum as indicated:

Including 8.5% Washington State Sales Tax (if applicable)

The total amount paid to the Contractor by the City may not exceed \$26,038,481 and 00/100 Dollars (\$Twenty-Six Million Thirty-Eight Thousand Four Hundred Eight-One Dollars and No Cents).

The amount finally to be paid is, however, variable upon the work actually done and final payment will be made upon the basis of the amount of work done and the materials furnished and at the lump sum or unit prices fixed in the Contractor's Proposal or as modified by any or all approved Change Orders.

5. **Contractor's Insurance:** Contractor's liability insurance shall include completed operations and product liability coverage including:

1.	General Aggregate	\$2,000,000.00
2.	Completed Operations Aggregate	\$2,000,000.00
3.	For Each Occurrence (<i>Bodily Injury and Property Damage</i>)	\$1,000,000.00
4.	Property Damage Liability Insurance will include Explosion, Collapse and Underground coverage where applicable	\$2,000,000.00

5. Automobile Liability for one (1) Bodily Injury:

\$1,000,000.00 per each person

\$2,000,000.00 per each accident

6. Property Damage

\$1,000,000.00 each accident

Subcontractors shall also be required to maintain insurance at the above stated limits.

The City of Washougal shall be named as an additional insured under all insurance required herein.

6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Washougal a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Washougal, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08.
7. **Employment of Labor:** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all federal, state, and local laws.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 3/1/2024.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the

director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided, therefore. Payment shall be in the manner provided below unless another manner has been specified in Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Revised Code of Washington Ch. 60.28.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per RCW 39.12 and RCW 60.28, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in Revised Code of Washington 39.08.030 and within the time provided in RCW 60.28 as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by Revised Code of Washington 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll

records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. Indemnity:

A. **CONTRACTOR'S RESPONSIBILITY.** Contractor agrees to indemnify, defend, save, and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of services by Contractor pursuant to this Agreement. This indemnification shall not include personal injury claims by outside third parties, except insofar as the claim relates to a latent condition not disclosed to the City.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.
2. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees, and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. Ownership of Records and Documents – Public Disclosure: All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings, and products to the City. A copy may be retained by the Contractor. In the event the City receives a public

record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Ch.42.56 RCW.

12. **Liquidated Damages:** The Owner and the contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss of the Work is not completed within the times specified in paragraph (a) below, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner One thousand dollars (\$1000) for each day that expires after the time specified in Article 2 (a) for Completion until the Work is fully complete and Owner issues notice of Final Completion.

- (a) *Time of Performance: In accordance with the Specifications the Contractor further agrees to plan the Work and to prosecute it with diligence and shall commence the Work within ten (10) days after the date established in Notice to Proceed from the Owner and shall Finally Complete the Work within Six Hundred and Five Days (605) calendar days from date of commencement in the Notice to Proceed.*
- (b) *The Contractor expressly waives its immunity under industrial insurance, Title 51 RCW or any other similar state or federal workers' compensation or industrial insurance law. The parties stipulate and represent that this waiver has been mutually negotiated, is a material provision in this Agreement and that each indemnitee has relied upon such waiver.*

13. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

14. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

14. **Bid Documents & Contract:** The complete Contract includes these parts: the Contract Form, Bidder's complete Proposal Form, Contract Plans, Contract Provisions, Standard Specifications,

Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). These parts complement each other in describing a complete Work. Any requirement in one-part binds as if stated in all parts.

- 15. Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda:** As defined in section 1-04.2 in the Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation as modified by the Special Provisions, provided that this contract form shall supersede in the event of conflict.
- 16. Force Majeure:** If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall excuse both party's performance for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days
- 17. Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

[SPACE INTENTIONALLY LEFT BLANK]

Owner: City of Washougal **Contractor Name: Stellar J Corporation**
1701 "C" Street **Street Address: 1363 Down River Drive**
Washougal, WA 98671 **City, State, Zip: Woodland, WA 98674**

Original signed at Washougal, Washington, on the dates listed below.

CITY OF WASHOUGAL, a municipal corporation

By:
City Manager, Date

Attest:

City Clerk

CONTRACTOR: Stellar J Corporation

By: (Proprietor, Partner, or corporate
President must sign)

(Title) Date

Approved as to form:

City Attorney, Date

SECTION 00300

BID FORM

Project Identification: Washougal Biosolids Handling Facilities and Odor Control Improvements

This Bid is Submitted to: City of Washougal
City Hall
1701 C Street
Washougal, Washington 98671

The Design Engineer is: Kennedy/Jenks Consultants, Inc.
32001 32nd Avenue South, Suite 300
Federal Way, Washington 98001
Telephone Number 253-835-6400

The Engineer is: Michael Lubovich
32001 32nd Avenue South, Suite 300
Federal Way, Washington 98001
Telephone Number 253-835-6459

Article 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Potential bidders can download all bid documents and addendums at Washougal's e-procurement website (<https://procurement.opengov.com/portal/cityofwashougal>). For any potential Bidder not signed up through the e-procurement portal, further instructions are located on the City's bid opportunities website (<https://www.cityofwashougal.us/748/Bid-Opportunities>).

Article 2

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of the Owner's Notice of Award.

Article 3

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Bidding Documents.

- (b) Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
01.31.24	1
02.15.24	2
02.21.24	3
02.26.24	4
02.28.24	5

- (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (d) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Section 00200, Information Available to Bidders.
- Bidder has read and accepts the provisions in General Conditions paragraphs 3.3 through 3.5 which limit the extent to which the Contractor may rely on information provided by the Owner or the Design Engineer with regard to: a) subsurface soil conditions, b) existing concealed or underground utilities and underground facilities, and c) existing structures and facilities.
- (e) Bidder has read and accepts the provisions in General Conditions paragraphs 3.6 and 3.8 identifying the Contractor's responsibility: a) for using care in making excavations and in doing demolition, b) for damage to existing utilities and underground facilities and for loss of use thereof, and c) for the protection of workers and others from known and unknown or concealed hazards.
- (f) Bidder has read and accepts the provisions in General Conditions paragraph 3.7 which identifies the limited conditions under which the Contractor may be entitled to a change in Contract Time or Price due to differing or unknown conditions.
- (g) Bidder has visited the site and has reviewed the Bidding Documents and the Information Available to Bidders and it has made any other investigations, explorations, or tests and has obtained any other data it considers necessary for preparation of its Bid.
- (h) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the Contract Documents and Bidder has read and understands provisions in the General Conditions relevant to differing and unknown conditions.
- (i) Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (j) Bidder has read, studied, and understands the entire set of Bidding Documents including the Construction Drawings, Specifications, and General Conditions and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.

- (k) Bidder represents that its Bid is based on providing all of the material, labor, equipment, and services necessary to complete the Work in full compliance with the Contract Documents without exception.
- (l) Attached is a Bid Bond duly completed by a guaranty company authorized to carry on business in the State of Washington, in the amount of no less than five percent (5%) of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the City of Washougal in the amount of no less than five percent (5%) of the total amount of our proposal.
- (m) We further agree, if our Bid is accepted and a Contract for performance of Work is entered into with the City of Washougal, to so plan the Work and to prosecute it with such diligence that all the Work shall be completed within the time period stated in the Contract. We understand that the City of Washougal reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of Washougal, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of Washougal and that the City of Washougal also reserves the right to waive any informalities in any proposal or bid.
- (n) We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Article 4

Requirements for State of Washington Public Works Contracts.

- (a) **DECLARATION OF LICENSE STATUS.** In accordance with Title 18.27 of the Revised Code of Washington, the Bidder declares that it possesses a valid State of Washington General Contractor's license at the time of submitting this Bid. Bidder shall state its license number and expiration date on its Bid Form.
- (b) **EXCAVATION, TRENCHING, AND SHORING.** The Bidder's attention is directed to Part N - EXCAVATION, TRENCHING, AND SHORING, Chapter 296-155 of the Washington Administrative Code. These regulations relate to all excavation and contain specific requirements to provide for the protection of all employees during all excavation work in connection with all construction work relating thereto, such as trenches, underpinning, shoring and bracing, and in connection with the construction of footings, foundations, retaining walls, and other construction work below ground level.

The Bid schedule includes an item for Excavation Safety. The Bidder shall include its costs to provide the required worker protection as required by Washington State Law.

- (c) **PREVAILING WAGE RATES.** The undersigned agrees that, if awarded the Contract, the undersigned and all of its subcontractors shall pay all laborers, workers, and mechanics employed in the performance of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the Work is to be performed, as ascertained and determined, by the statutes, regulations, and Section 00800 applicable thereto.

- (d) **WASHINGTON STATE AND LOCAL SALES TAXES.** The Owner will pay monthly to the Contractor, Washington State and local sales taxes at the current prevailing rates based on the progress payment amount. The Contractor shall then pay these State and local sales tax amounts to the Washington State Department of Revenue. The Contractor's obligations regarding RCW Title 82, Excise Taxes, are explained in a comprehensive manual entitled, Contractor's Tax Manual, available from the Research & Information Division of the Washington State Department of Revenue. In addition, the Washington Administrative Code Sections 458-20-102, 145, 170, 171, 172, 173, and 235 contain specific provisions relating to sales/use taxes.
- (e) The Bidder must provide a written declaration that they meet the Bidder responsibility criteria in accordance with RCW 39.04.350. Under RCW 39.04.350, the evaluation of bids for public work projects must include verification that the Bidder meets mandatory Bidder responsibility criteria and any supplemental Bidder responsibility criteria, and a written declaration from the Bidder verifying under penalty of perjury the Bidder is in compliance with the responsible Bidder criteria requirements for wage and labor standards in Chapters 49.46, 49.48, and 49.52 RCW

Article 5

Bidder will complete the Work for the following price(s):

Bid Schedule

Item No.	Item	Quantity	Unit	Unit Price (\$)	Total Estimated Price (\$)
1.	Mobilization, Demobilization, Site Preparation & Clean up	1	LS	\$750,000.00	\$750,000.00
2.	General Site Improvements and Yard Piping	1	LS	\$3,000,000.00	\$3,000,000.00
3.	Aerobic Digester	1	LS	\$4,190,000.00	\$4,190,000.00
4.	Biosolids Handling Building	1	LS	\$10,000,000.00	\$10,000,000.00
5.	Biosolids Storage Canopy	1	LS	\$530,000.00	\$530,000.00
6.	Facility Odor Control Systems	1	LS	\$215,000.00	\$215,000.00
7.	Anoxic Selector Material	1	LS	\$725,000.00	\$725,000.00
8.	Anoxic Selector Labor	1	LS	\$530,000.00	\$530,000.00
9.	Existing Headworks Odor Improvements	1	LS	\$100,000.00	\$100,000.00
10.	WAS Pump Replacement	1	LS	\$140,000.00	\$140,000.00

Item No.	Item	Quantity	Unit	Unit Price (\$)	Total Estimated Price (\$)
11.	Utility Water System Replacement	1	LS	\$190,000.00	\$190,000.00
12.	Berm Renovations	1	LS	\$275,000.00	\$275,000.00
13.	Sludge Removal from Lagoon 1	281	DRY TONS	\$1,400.00	\$393,400.00
14.	Sludge Removal from Lagoons 2, 3, and 4	1,943	DRY TONS	\$1,400.00	\$2,720,200.00
15.	Liner Removal from Lagoons 1, 2, 3, and 4	1	LS	\$225,000.00	\$225,000.00
16.	Excavation Safety	1	LS	\$15,000.00	\$15,000.00

TOTAL ESTIMATED PRICES (excluding tax)

Twenty three million nine hundred ninety eight thousand (\$23,998,600.00)
 (use words) Six hundred dollars (figures)

WASHINGTON STATE AND LOCAL SALES TAX

Two million thirty nine thousand eight hundred eighty (\$2,039,881.00)
 (use words) one dollar figures

Sum of TOTAL ESTIMATED PRICES and WASHINGTON STATE AND LOCAL SALES TAX

Twenty six million, thirty eight thousand
four hundred eighty one dollars (\$26,038,481.00)
 (use words) (figures)

Quantities are not guaranteed. Final payment will be based on actual quantities.

Article 6

- (a) Bidder agrees that the Work will be finally complete and ready for acceptance and final payment in accordance with Article 13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- (b) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Article 7

The following documents are attached to and made a condition of this Bid:

- 00300A Certification of Compliance with Wage Payment Statuses
- 00300B Declaration of Participation in E-Verify Program
- 00410 Bid Security
- 00412 Base Bid Equipment and Systems List
- 00416 Bidder's References
- 00420 Bidder's Qualifications
- 00430 Subcontractor List
- 00480 Noncollusion Affidavit
- 0800B Certification of Nonsegregated Facilities

DBE Subcontractor Utilization Form (EPA Form 6100-4)

One copy of DBE Subcontractor Performance Form (EPA Form 6100-3) for each DBE subcontractor.

Article 8

Communications concerning this Bid shall be addressed to:

Scott Collins, PE at Scott.Collins@cityofwashougal.us

Telephone Number: 360-835-8501 ext. 230

Article 9

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Bidder declares that it does possess a contractor's license of the required classification, valid in the appropriate jurisdiction at the time of submitting this bid.

Contractor's license number: STELLJC045J9

License classification: General Contractor

License expiration date: July 16, 2025

SUBMITTED on March 1, 2024.

If Bidder is:

An Individual

By: N/A (SEAL)
Individual's Name

(Signature)

Doing business as: N/A

Business Address: _____

Telephone Number: _____

A Partnership

By: N/A (SEAL)
(Firm Name)

(General Partner Name)

(Signature)

(Title)

Business Address: _____

Telephone No.: _____

A Corporation

By: Stellar J Corporation
(Corporation's Name)

Texas
(State of Incorporation)

By: Jeff Carlsen
(Name of Person Authorized to Sign)

President (Signature)

(Title)

Attest Sheryl Trumbower
Assistant (Secretary) Sheryl Trumbower

Business Address: 1363 Down River Drive

Woodland, WA 98674

Telephone No.: 360-225-7996

Home Office Address (if different from above): Same

A Joint Venture

By: N/A

(Name)

(Signature)

Address:

Telephone Number:

By:

(Name)

(Signature)

Address:

Telephone No.:

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

END OF BID FORM

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Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**January 10th, 2024**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Stellar J Corporation

Bidder

Signature of Authorized Official*

Jeff Carlsen

Printed Name

President

Title

02/23/2024

Date

Woodland

City

WA

State

Check One:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

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

Texas

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

NA

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

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DECLARATION OF PARTICIPATION IN E-VERIFY PROGRAM

Effective April 16, 2012 in accordance with Resolution No. 1051, the Contractor listed below declares that they are registered with and have entered into a Memorandum of Understanding with the Department of Homeland Security E-Verify Program.

If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien.

Contractor shall provide verification of compliance immediately upon any City request. Failure by Contractor to comply with such requests may be considered a breach of contract.

NAME OF BUSINESS: Stellar J Corporation

ADDRESS: 1363 Down River Drive | Woodland, WA 98674

PHONE: 360-225-7996 **EMAIL:** jeffcarlsen@stellarj.com

Dated this 23 day of February, 2024.

Jeff Carlsen

Approved Agent of the Contractor

Title: President

FOR CITY USE ONLY:

DATE RECEIVED:	NOTES: _____

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SECTION 00410

BID SECURITY

1.1 Bid Security, made payable to the City of Washougal, shall accompany each Bid. Bid Security shall be in the form of a cashier's check or certified check in the amount of not less than five percent (5%) of the Bidder's maximum price, or in the form of a Bid Bond in said amount (in the form attached). Bid Bond shall be executed by such sureties as are named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates Of Authority As Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department (www.fms.treas.gov/c570/index.html) and is admitted to issue bonds in the states in which the Project is located and all Work is performed. All bonds signed by an agent shall be accompanied by a certified copy of the authority to act.

1.2 Bid Security shall remain subject to acceptance for thirty (30) days after the day of the Bid opening, but the Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

1.3 The Bid Security of the successful Bidder will be retained until such Bidder has within fifteen (15) days of issuance of written notice of contract award;

- (a) Executed the contract agreement,
- (b) Furnished a performance bond and a payment bond fully executed as described in the Contract Forms section.
- (c) Furnished certificates of insurance as described in the General Conditions, and

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.4 The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh (7th) day after the effective date of the Agreement or the thirty-first (31st) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

1.5 Bid Security with Bids which are not competitive will be returned within thirty (30) days after the Bid.

1.6 Such cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidders have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

Stellar J Corporation

as Principal, and

Liberty Mutual Insurance Company

as Surety, are hereby held and firmly bound unto

City of Washougal

as Owner in the penal sum of

Five Percent (5%) of the Bidder's maximum price

dollars for the payment of which sum, well and truly to be made, we hereby bind ourselves, our successors and assigns jointly and severally firmly by these presents.

Signed and sealed, this 23rd day of February, 2024.

The Condition of the above obligation is such that where the Principal has submitted a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for construction of Biosolids Handling Facilities and Odor Control Improvements Project.

NOW, THEREFORE;

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of the Agreement attachment hereto (properly completed in accordance with said Bid) and shall furnish Bonds for Faithful Performance of said contract, and for the Payment of all persons performing labor and furnishing material in connection therewith, and provide certificates and policies of insurance as specified in the Bid documents and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first set forth above.

Principal:

Stellar J Corporation
(Full formal name of Principal)

By:



(Signature)

Name: Jeff Carlsen
(Printed or typed)

Title: President

Attest: Sheryl Trumbower
(Signature)

Name: Sheryl Trumbower
(Printed or typed)

Title: Witness

Surety:

Liberty Mutual Insurance Company
(Full formal name of Surety)
(corporate seal)

By:



(Signature)
(Attach Power of Attorney)



Seal No. 5690

Name: Charla M. Boadle
(Printed or typed)

Title: Attorney-in-Fact

Attest: 
(Signature)

Name: Joe Klein
(Printed or typed)

Title: Witness

If Principal is a partnership, all partners must execute BOND.

END OF BID BOND



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210462-023001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alec Gumpfer, Andrew Kerslake, Andrew P. Larsen, Deanna M French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John Claeys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Scott Fisher, Scott Garcia, Scott McGilvray, Susan B. Larson of Bellevue, WA; Ronald J. Lange, Charla M. Boadle, Jennifer Barret of Spokane, WA; Charles W. Floberg, Drew D. Neessen, James Hamlin, John M. Miller, Mason M. Marks, Michael S. Cranston, Nicholas Warren, William M. Smith, Gregory C. Ryerson of Portland, OR; Abbie A. Bonney, Sandy L. Boswell, Janie Ma, Marie I. Matetich, Sharon Pope, Brenda S. Nolin all of the city of Anchorage state of AK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of July, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of February, 2024.



By:
Renee C. Llewellyn, Assistant Secretary

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SECTION 00412

BASE BID EQUIPMENT AND SYSTEMS LIST
(To be Submitted with Bid)

The Bidders lump sum Base Bid shall include the cost of furnishing equipment by makers and/or complete systems by providers selected from those named by the Owner on this Base Bid Equipment List. Bids that do not comply with this requirement will be considered non-responsive.

The Bidder may also submit a proposed add or deduct price for an alternate manufacturer or provider for each item on the List which price shall remain in effect for 60 days after executing the Agreement. The lowest Base Bid shall be determined without consideration of alternates proposed by the Bidder.

Item No. **Equipment Item and Manufacturer Named by Owner**

- a. **Screw Press Specified in Section 11340**
1) FKC, BHX-1250

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item No. **Equipment Item and Manufacturer Named by Owner**

- b. **Rotary Screen Thickener Specified in Section 11350**
1) FKC, Model RST

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item No. **Equipment Item and Manufacturer Named by Owner**

- c. **Waste Activated Sludge Pump in Section 11320**
1) Hayward Gordon, Model XCS4A

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item Equipment Item and
No. Manufacturer Named by Owner

d. Vertical Turbine Pump Specified in Section 11215

1) Simflo, Model VERTTURBINE

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item Equipment Item and
No. Manufacturer Named by Owner

e. Programmable Logic Controllers Specified in Section 17330

1) Allen-Bradley ControlLogix

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

Item Equipment Item and
No. Manufacturer Named by Owner

f. Control Systems Specified in Section 16955

1) OCD Automation

Alternate Proposed by Bidder

N/A (add) (deduct) (\$ N/A)
(Manufacturer and Model)

If the bidder submits proposals for furnishing alternate equipment or systems the alternate proposed shall be equal in quality, construction, function, performance and efficiency to the first item specified. The addition to or deduction from the lump sum Base Bid shall include all necessary modifications to foundations, structures, piping, electrical service and controls to provide a complete, installed functioning unit equal to the first specified item in accordance with General Conditions Article 7. Selection of proposed alternative equipment or material will be at the sole option of the Owner and will be made after award and execution of the contract and upon the basis of a written change order. In the event that alternate equipment is accepted by the Owner, the Contract Price shall be increased or decreased by Change Order in the amount of the price differential quoted by the Bidder in the space provided on this List.


(Signature)

Jeff Carlsen

(Type or Print Name)

President

(Title)

Stellar J Corporation

(Company)

END OF BASE BID EQUIPMENT LIST

SECTION 00416


BIDDER'S REFERENCES
(To be submitted with Bid)

Reference is hereby made to the following bank or banks about the financial responsibility of the Bidder:

<u>Name of Bank</u>	<u>Address</u>
Banner Bank- George Martin 360.253.0927	1111 Main Street Ste 301 Vancouver, WA 98660

Reference is hereby made to the following surety company or companies about the financial responsibility and general reliability of the Bidder:

Name of Surety Company	Liberty Mutual Surety c/o Parker Smith Feek
	Scott McGilvray 425.709.3711
Name of Surety Company	

Signature of Bidder	
Title	President Jeff Carlsen
Company	Stellar J Corporation
Address	1363 Down River Drive
	Woodland, WA 98674

END OF BIDDER'S REFERENCES

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SECTION 00420

BIDDER'S QUALIFICATIONS
(To be submitted with Bid)

The Bidder has been engaged in the contracting business, under the present business name for three (3) years. Experience in work of a nature similar to that covered in the proposal extends over a period of ten (10) years.

The Contractor's superintendent at the job site will be (give full name): Andrew Schlappi

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: King County WPTP Primary Sedimentation Area Roof Structure

Dollar amount of Contract: \$ 22,950,000

Owner: King County

Owner's Representative: Josh Brown

Phone: (206) 263-5886

Email Address: jbrown@kingcounty.gov

Contractor's Superintendent on this Project: Mark Van Brunt

Brief Description of Project Scope: _____

The purpose of this project is to restore the seismic performance level of the primary sedimentation basins by removing the concrete roof framing and upgrading concrete tank walls and columns; removing and replacing the odor control ductwork for the sedimentation basins and the ICS building; removing and replacing motors operating the skimmer system; removing and replacing existing electrical conduit and conductors; removing and replacing existing lighting; and constructing a new partial roof over the effluent ends of the sedimentation tank.

2. Project Name: Lost Creek Prospect Valley Dairies

Dollar amount of Contract: \$ \$50,295,500.00

Owner: Green Impact Partners

Owner's Representative: Jesse Douglas

Phone: (403) 801-5300

Email Address: jdouglas@greenipi.com

Contractor's Superintendent on this Project: Patrick Hart/James LaMew

Brief Description of Project Scope: _____

The Lost Creek Prospect Valley Dairy project was a development effort lead by Stellar J in the EPC role. Located in Keenesburg and Roggen Colorado, the project collects the manure from 11,300 dairy cows and uses anaerobic digestion to produce and capture methane. This methane is then processed to meet pipeline grade standards and injected the natural gas pipeline. Processes including Manure Handling and Separation, Maceration, Cavitation, Pumping Systems, Anaerobic Pretreatment, Anaerobic Digesters with membrane covers and mixing systems, Digestate Tank, Solids Separation, Gas Upgrading and Compression, Flare, Heating System, Ammonia Reduction, and Compost. This project includes digester construction; digester mixing; hot work in and around classified areas; gas handling, upgrading and compression; extensive 8"-2" SS gas system piping services; new waste gas burner; selective demolition at the existing dairy; concrete construction; and large mobile crane work.

3. Project Name: OES - Food Waste Digester and Power Generation Project

Dollar amount of Contract: \$ 27,173,827.00

Owner: Organic Energy Solutions

Owner's Representative: Sergio Perez

Phone: 951-545-0649

Email Address: sergio@organicenergysolutions.com

Contractor's Superintendent on this Project: Matt Fredrickson

Brief Description of Project Scope: _____

~~Stellar J was contracted to build California's largest food waste digester facility in 2019 with commissioning in 2021. Stellar J was charged with full design, construction, and procurement responsibilities using AQUA Engineering as its lead engineer for process and controls. The biodigester project that will processes 85,000 gallons of food waste a day and produce 2.6 megawatts of power. It includes three 650,000 gallon digesters, four 100,000 gallon feed tanks, two 1.3 MW Siemens Containerized Generators, and a full 900 SCFM gas conditioning system. The project is located within an operational industrial waste processing facility. It required extensive demolition and rehabilitation of the existing facility while maintaining operations. The digester and gas handling facilities require hot work within classified spaces and the use of large mobile cranes.~~

Title of person completing this form: Jeff Carlsen/President

Date 03/01/2024

Phone No 360-225-7996

Signed _____

(Same signature as on Bid Form)

Jeff Carlsen/President

END OF BIDDER'S QUALIFICATIONS

SECTION 00430

SUBCONTRACTOR LIST
(To be submitted with Bid)

Each Bidder shall set forth below with its bid:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of Washington who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 (0.5%) percent of the Contractor's total bid.
- (b) The portion of the work which will be done by each such Subcontractor. The Contractor shall list only one Subcontractor for each portion of the work.
- (c) Submit a separate Subcontractor's list for each individual Contract for which a Base Bid is submitted.
- (d) Submit a separate second page of Subcontractor's list to identify changes in Subcontractors that will be required if the Owner selects a particular alternate.


Addendum #5

If the Bidder fails to specify a Subcontractor for any portion of the work as above-stated, or if the Bidder lists more than one Subcontractor for the same portion of the work, then Bidder agrees to perform that work themselves. The following is submitted concerning Subcontractors:

<u>Name of Subcontractor</u>	<u>Mailing Address</u>	<u>Point of Contact</u>	<u>Telephone Number and e-mail</u>	<u>Date of Bid or Quote</u>	<u>MBE/WBE (Y/N)</u>	<u>Portion of Work to be Done</u>	<u>Subcontractor's WA License Number and Class</u>
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See attached

List alternate numbers and changes required in Subcontractors due to alternate selection on a separate copy of the second page of this form.


(Signature of Bidder)

Jeff Carlsen/President

Stellar J Corporation	Washington Bisculida Handling Facilities	Address Shop, Mill or Office 15645 81 ST E Puyallup, WA 98372	Point of Contact Ramel Hawkins	Phone and Email 206-487-4139 designerconcrete123go.com	Date of Bid/Quote 2/21/2024 No	MISE/WBE Y/N	Portion of Work to Done Concrete Flatwork	Subcontractor's WA License Number and Class CC DE56C7830F - (CCB) - CONCRETE
Name of Subcontractor Designer Concrete								
Farwest Conco	3703 NW Gateway Ave, Vancouver, WA 98660 18644 76th Ave South Kent, WA 98032	Conner King Micah Silberman	360-567-5403 Conner.King@farweststeel.com 425-251-1664 mlberman@conconnow.com	2/22/2024 No 2/21/2024 No	No	Rebar Supply + Installation Concrete Pump Truck	FARWEST838K - REBAR CONCOC00441S - (CCB) - CONCRETE	
Vancouver Paving	1201 NE 154th St Vancouver, WA 98665 435 Williams Court, Suite 100 Baltimore, MD 21220	Jeff Pietrzykowski John Pugliese	360.507.6323 jpiet@vancouverpavingco.com 650.219.6380 jpugliese@synagro.com	2/26/2024 No 2/29/2024 No	No	Asphalt Paving Bisculids Removal	VANOCPC239U - Asphalt Paving SYNAGW545UA - Bisculids Removal	
Synagro Michael's Trucking & Excavating	PO Box 15057 Tumwater, WA 98511 12105 NE 95th St, Vancouver, WA 98682	Angela Michaels Drew Bonife	360.790.0109 angelak@michaelstrucking.com 360-735-6600 drew@mlmasonry.com	3/1/2024 Yes 3/1/2024 No	Yes	Dump Trucking Masonry	MICHAJ0000B - Dump Trucking CONWEM1726 - Masonry	
Arctic Sheet Metal, INC. MJE Industrial, LLC	2310 NE Columbia BLVD PO Box 3434 Gresham, OR 97030	Tom Breaux Scott Woodward	360-308-9274 tbreaux@arctic.biz 503-936-8994 Scott@MJEIndustrial.com	3/1/2024 No 3/1/2024 No	No	Metal Roofing Painting	ARCTSM778D9 - Metal Roofing (Journey Level) MJBENL815N2 - Coatings	
Pacific Steel Erectors, LLC	17214 NE 224th Ave Brush Prairie, WA 98606	David Simard	503-705-5050 david@pacificsteelerectors.com	3/1/2024 No	No	PEMB Erector	PACIFSE825R1 - General	
NRK Construction, LLC	12014 E Maxwell Ave Spokane Valley, WA 99208	Nick Kowalek	509-844-8228 nrbulida@gmail.com 509-594-8968	3/1/2024 No	No	HM Door Installation	NRKCOCL783P8 - General	
Authority Dock & Door INC Columbia Allied Services Columbia Allied Services	12248 Sky LN NE Aurora, OR 97002 27316 NE 10th Ave, Ridgefield, WA 27316 NE 10th Ave, Ridgefield, WA	Scott Burgoyne Jasper Cahoon Jasper Cahoon	Scotlb@authorhydockanddoor.com 360-903-0894 jasper@columbiastallied.com 360-903-0894 jasper@columbiastallied.com	3/1/2024 No 3/1/2024 No 3/1/2024 No	No	OH Door Supply and Install HVAC plumbing	AUTHOOD0864CC - General COLUMMAS026CK - HVAC COLUMMAS733DS - PLUMBING	
Team Electric	9400 SE CLACKAMAS RD CLACKAMAS, OR 97015	Mike Truheim	503-557-7180 miket@teamelectrico.com C: (503) 502-7861	3/1/2024 No	No	Electrical	TEAMEC0088KU - Electrical	
OCD Automation	PO Box 2275 Estacada, OR 97023	Sam Colton	E: Samantha.Colton@OCDAutomation.com	3/1/2024 No	No	Instrumentation and Controls	603 494 101 - Automation	

DUE WITHIN 1 HOUR OF BID OPENING**SUBCONTRACTOR LIST – HVAC, PLUMBING, AND ELECTRICAL**

Pursuant to RCW 39.30.060, each Bidder shall set forth within the designated time frame the following:

If the estimated contract cost is \$1,000,000 or more, Bidder shall submit the names of all subcontractors with whom the Bidder will subcontract for heating, ventilation, and air conditioning (HVAC) and plumbing work as described in RCW 18.106, and electrical work as described in RCW 19.28. List below the names of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed or indicate that the work will be performed by the Bidder or no work under the category will be performed. The requirement of this section to name the Bidder's proposed HVAC, plumbing, and electrical subcontractors applies only to subcontractors who will contract directly with the general contractor submitting the bid to the public entity (First Tier Subcontractor).

The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work, the naming of two or more subcontractors to perform the same category of work, failure to identify if the category of work will not be performed, or failure to submit this Subcontractor List – HVAC, Plumbing, and Electrical **within one hour after the published bid submittal time** shall render the Bidder's bid non-responsive and, therefore, void.

HVAC (Bidder shall check only one box):

- ☐ No HVAC to be performed
- ☐ HVAC work will be performed by Bidder
- ☐ HVAC work will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ HVAC work will be performed by a Lower Tier Subcontractor

Plumbing (Bidder shall check only one box):

- ☐ No plumbing to be performed
- ☐ Plumbing work will be performed by Bidder
- ☐ Plumbing work will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ Plumbing work will be performed by a Lower Tier Subcontractor

Electrical (Bidder shall check only one box):

- ☐ No electrical to be performed
- ☐ Electrical work will be performed by Bidder
- ☐ Electrical work will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ Electrical work will be performed by a Lower Tier Subcontractor

No changes or substitutions from these listed HVAC, plumbing, and electrical subcontractors will be allowed without the express written approval of the Engineer. Substitutions must be compliant with RCW 39.30.060. If such change is permitted by the Engineer and adheres to RCW 39.30.060, it will be evaluated in accordance with provisions of the Contract Documents.

DUE WITHIN 48 HOURS OF BID OPENING**SUBCONTRACTOR LIST – STRUCTURAL STEEL AND REBAR INSTALLATION**

Pursuant to RCW 39.30.060, each Bidder shall further set forth within the designated time frame the following:

If the estimated contract cost is \$1,000,000 or more, Bidder shall submit the names of all subcontractors with whom the Bidder will subcontract for structural steel and rebar installation. List below the names of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed or indicate that the work will be performed by the Bidder or no work under the category will be performed. The requirement of this section to name the Bidder's proposed structural steel installation and rebar installation subcontractors applies only to subcontractors who will contract directly with the general contractor submitting the bid to the public entity (First Tier Subcontractor).

The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work, the naming of two or more subcontractors to perform the same category of work, failure to identify if the category of work will not be performed, or failure to submit this Subcontractor List – Structural Steel and Rebar Installation **within forty-eight hours after the published bid submittal time** shall render the Bidder's bid nonresponsive and, therefore, void.

Structural Steel Installation (Bidder shall check only one box):

- ☐ No structural steel installation to be performed
- ☐ Structural steel installation will be performed by Bidder
- ☐ Structural steel installation will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ Structural steel installation will be performed by a Lower Tier Subcontractor

Rebar Installation (Bidder shall check only one box):

- ☐ No rebar installation to be performed
- ☐ Rebar installation will be performed by Bidder
- ☐ Rebar installation will be performed by the following First Tier Subcontractor:
Name: _____ WA License#: _____
- ☐ Rebar installation will be performed by a Lower Tier Subcontractor

No changes or substitutions from these listed structural steel and rebar installation subcontractors will be allowed without the express written approval of the Engineer. Substitutions must be compliant with RCW 39.30.060. If such change is permitted by the Engineer and adheres to RCW 39.30.060, it will be evaluated in accordance with provisions of the Contract Documents.

END OF SUBCONTRACTOR LIST

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SECTION 00480

NONCOLLUSION AFFIDAVIT
(To be submitted with Bid)

STATE OF Washington

) SS. NONCOLLUSION AFFIDAVIT

COUNTY OF Cowlitz

Jeff Carlsen, being first duly sworn, on his/her oath says that he/she is President of Stellar J Corporation that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to his/her self an advantage over any other bidder or bidders.

SIGN HERE Jeff Carlsen (Contractor)
Jeff Carlsen/President - Stellar J Corporation

Subscribed and sworn to before me this 23 day of February, 2024.



Sheryl M Trumbower
Sheryl Trumbower

Notary Public in and for the State of Washington

Commission Expires: 07/28/26

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SECTION 00800B

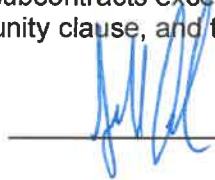
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature



March 1, 2024

Date

Jeff Carlsen/President

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

END OF CERTIFICATION OF NONSEGREGATED FACILITIES



Article 4 (e)

The Bidder must provide a written declaration that they meet the Bidder responsibility criteria in accordance with RCW 39.04.350. Under RCW 39.04.350, the evaluation of bids for public work projects must include verification that the Bidder meets mandatory Bidder responsibility criteria and any supplemental Bidder responsibility criteria, and a written declaration from the Bidder verifying under penalty of perjury the Bidder is in compliance with the responsible Bidder criteria requirements for wage and labor standards in Chapters 49.46, 49.48, and 49.52 RCW

Please consider this Stellar J Corporations written declaration from the Bidder verifying under penalty of perjury the Bidder is in compliance with the responsible Bidder criteria requirements for wage and labor standards in Chapters 49.46, 49.48, and 49.52 RCW.

Please see copy of attached showing active business license for 3+ years.

A handwritten signature in blue ink, appearing to read 'Jeff Carlsen', is positioned above the printed name.

Jeff Carlsen
President
Stellar J Corporation

1363 Down River Drive
Woodland, WA 98674
360-225-7996
360-225-8007 fax

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

STELLAR J CORPORATION
1363 DOWN RIVER DR
WOODLAND WA 98674

STELLAR J CORPORATION

Reg: CC STELLJC045J9
UBI: 601-702-222

Registered as provided by Law as:
Construction Contractor
(CC01) - GENERAL

Effective Date: 4/29/1996
Expiration Date: 7/16/2025



An employee owned company

Resolution for Election of Officers of Stellar J Corporation

WHEREAS, Section 5.1 of the Bylaws states that the Company must have a President and a Secretary, and will have any other officers appointed by the Board of Directors in accordance with the Bylaws;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors elects the following corporate officers of Stellar J Corporation. Pursuant to Section 5.2 of the Bylaws, the corporate officers are hereby authorized and empowered to sign documents that bind the corporation in the name and on behalf of Stellar J Corporation without the signature of other corporate officers:

R.E. Kinghorn, Chief Executive Officer
Jeff Carlsen, President
Jeff Walker, Vice President
Cheryl Subasic, Secretary/Treasurer
Sheryl Trumbower, Assistant Secretary

FINALLY RESOLVED, that each elected officer shall continue to serve as officer of Stellar J Corporation in their respective elected capacity at the pleasure of the Board of Directors and hold office until their successor has been duly elected and qualified, or upon their earlier resignation or removal.

I, Cheryl Subasic, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of Stellar J Corporation, a Texas Corporation, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with law and the Bylaws of said Corporation on January 1, 2023 and that resolution is now in full force and effect.

In witness whereof, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereunto affixed, the 1st day of January 2023.

A handwritten signature in blue ink that reads "Cheryl Subasic". The signature is written in a cursive, flowing style.

Secretary



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Click here to enter text. Boyter Brothers LLC		Project Name Click here to enter text. Biosolids Handling Facilities and Odor Control Improvements	
Bid/ Proposal No. Click here to enter text. SS-2019-01	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text. Brint DeVilling	
Address Click here to enter text. 1363 Down River Drive Woodland, WA 98674			
Telephone No. Click here to enter text. 360-225-7996		Email Address Click here to enter text. brint@stellari.com	
Prime Contractor Name Click here to enter text. Stellar J Corporation		Issuing/Funding Entity Department of Ecology	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text. 3, 4, 8	Click here to enter text. Mechanical Insulation	Click here to enter text. \$77,100
DBE Certified By: <input type="checkbox"/> DOT <input checked="" type="checkbox"/> SBA <input type="checkbox"/> Other: Click here to enter text.		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown

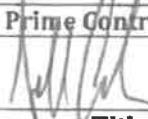
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.


² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Jeff Carlsen
Title	Date
Click here to enter text. President	Click here to enter text. March 1, 2024

Subcontractor Signature	Print Name
 Digitally signed by Matt Grider DN: c=US, E=mgd@boyterbrothers.com, O=Boyter Brothers, OU=Sr. Project Manager, CN=Matt Grider Date: 2024.03.01 09:29:24 -08'00'	Matt Grider
Title	Date
Vice President	3-01-2024

Addendum #5



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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Subcontractor Name Click here to enter text. W. E. Coates Surveying		Project Name Click here to enter text. Biosolids Handling Facilities and Odor Control Improvements	
Bid/ Proposal No. Click here to enter text. SS-2019-01	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text. Brint DeVilling	
Address Click here to enter text. 1363 Down River Drive Woodland, WA 98674			
Telephone No. Click here to enter text. 360-225-7996		Email Address Click here to enter text. brint@stellar1.com	
Prime Contractor Name Click here to enter text. Stellar J Corporation		Issuing/Funding Entity Department of Ecology	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text. Bid Item #1 & #2	Click here to enter text. Survey and Settlement Monitoring	Click here to enter text. \$2,500/Day
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/ exceeds EPA certification standards?
<input checked="" type="checkbox"/> Other: Click here to enter text. OMWBE		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

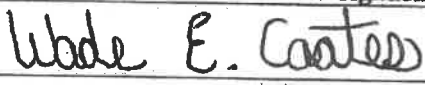
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Jeff Carlsen
Title	Date
Click here to enter text. President	Click here to enter text. March 1, 2024

Subcontractor Signature	Print Name
	WADE E. COATES
Title	Date
Click here to enter text. OWNER	Click here to enter text. MARCH 1, 2024



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Stellar J Corporation		Project Name Washougal Biosolids Handling Facilities and Odor Control Improvements	
Bid/ Proposal No. SS-2019-01	Assistance Agreement ID No. (if known)	Point of Contact Brint DeVilling	
Address 1363 Down River Drive Woodland, WA 98674			
Telephone No. 360-225-7996		Email Address brint@stellarj.com	
Issuing/Funding Entity Department of Ecology			

I have identified potential DBE certified subcontractors <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Estimated Dollar Amount	Currently DBE Certified?
Michaelis Trucking and Excavating Inc	PO Box 15057 Tumwater, WA 98511 ph. 360.790.0109 angelak@michaelistrucking.com	\$100,000	Yes
Boyter Brothers, LLC	12011 NE 99th St, Suite 1500 Vancouver, WA 98682 ph. 360.947.0156 mark@boyterbrothers.com	\$77,100	Yes
WE Coates Surveying LLC	9825 Glory Dr. SE Olympia, WA 98513 ph. 360.413.0510 wade@coates@wecoatesurveying.com	\$20,000	Yes

Add more lines if needed


¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

 Prime Contractor Signature	Print Name
	Jeff Carlsen
Title	Date
President	02/23/2024



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Click here to enter text. Michaelis Trucking and Excavating, Inc.		Project Name Click here to enter text. Biosolids Handling Facilities and Odor Control Improvements	
Bid/ Proposal No. Click here to enter text. SS-2019-01	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text. Brint DeVilling	
Address Click here to enter text. 1363 Down River Drive Woodland, WA 98674			
Telephone No. Click here to enter text. 360-225-7996		Email Address Click here to enter text. brint@stellari.com	
Prime Contractor Name Click here to enter text. Stellar J Corporation		Issuing/Funding Entity Department of Ecology	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text.	Click here to enter text.	Click here to enter text.
2	Dump Trucking	\$190/hr

DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: Click here to enter text.	Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown
---	---

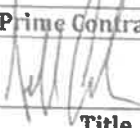
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

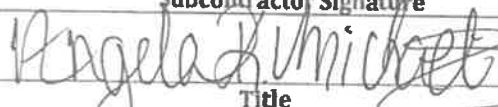
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature 	Print Name Jeff Carlsen
Title Click here to enter text. President	Date Click here to enter text. March 1, 2024

Subcontractor Signature 	Print Name Angela X Michaelis
Title Click here to enter text. President	Date Click here to enter text. 3/1/2024

DUE WITHIN 1 HOUR OF BID OPENING

SUBCONTRACTOR LIST – HVAC, PLUMBING, AND ELECTRICAL

Pursuant to RCW 39.30.060, each Bidder shall set forth within the designated time frame the following:

If the estimated contract cost is \$1,000,000 or more, Bidder shall submit the names of all subcontractors with whom the Bidder will subcontract for heating, ventilation, and air conditioning (HVAC) and plumbing work as described in RCW 18.106, and electrical work as described in RCW 19.28. List below the names of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed or indicate that the work will be performed by the Bidder or no work under the category will be performed. The requirement of this section to name the Bidder's proposed HVAC, plumbing, and electrical subcontractors applies only to subcontractors who will contract directly with the general contractor submitting the bid to the public entity (First Tier Subcontractor).

The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work, the naming of two or more subcontractors to perform the same category of work, failure to identify if the category of work will not be performed, or failure to submit this Subcontractor List – HVAC, Plumbing, and Electrical **within one hour after the published bid submittal time** shall render the Bidder's bid non-responsive and, therefore, void.

HVAC (Bidder shall check only one box):

- ☐ No HVAC to be performed
- ☐ HVAC work will be performed by Bidder
- ☒ HVAC work will be performed by the following First Tier Subcontractor:
Name: Columbia Allied Services WA License#: COLUMAS826CK
- ☐ HVAC work will be performed by a Lower Tier Subcontractor

Plumbing (Bidder shall check only one box):

- ☐ No plumbing to be performed
- ☐ Plumbing work will be performed by Bidder
- ☒ Plumbing work will be performed by the following First Tier Subcontractor:
Name: Columbia Allied Services WA License#: COLUMAS783DS
- ☐ Plumbing work will be performed by a Lower Tier Subcontractor

Electrical (Bidder shall check only one box):

- ☐ No electrical to be performed
- ☐ Electrical work will be performed by Bidder
- ☒ Electrical work will be performed by the following First Tier Subcontractor:
Name: Team Electric WA License#: TEAMECI088KJ
- ☐ Electrical work will be performed by a Lower Tier Subcontractor

No changes or substitutions from these listed HVAC, plumbing, and electrical subcontractors will be allowed without the express written approval of the Engineer. Substitutions must be compliant with RCW 39.30.060. If such change is permitted by the Engineer and adheres to RCW 39.30.060, it will be evaluated in accordance with provisions of the Contract Documents.

DUE WITHIN 48 HOURS OF BID OPENING

SUBCONTRACTOR LIST – STRUCTURAL STEEL AND REBAR INSTALLATION

Pursuant to RCW 39.30.060, each Bidder shall further set forth within the designated time frame the following:

If the estimated contract cost is \$1,000,000 or more, Bidder shall submit the names of all subcontractors with whom the Bidder will subcontract for structural steel and rebar installation. List below the names of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed or indicate that the work will be performed by the Bidder or no work under the category will be performed. The requirement of this section to name the Bidder's proposed structural steel installation and rebar installation subcontractors applies only to subcontractors who will contract directly with the general contractor submitting the bid to the public entity (First Tier Subcontractor).

The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work, the naming of two or more subcontractors to perform the same category of work, failure to identify if the category of work will not be performed, or failure to submit this Subcontractor List – Structural Steel and Rebar Installation **within forty-eight hours after the published bid submittal time** shall render the Bidder's bid nonresponsive and, therefore, void.

Structural Steel Installation (Bidder shall check only one box):

- ☐ No structural steel installation to be performed
- ☐ Structural steel installation will be performed by Bidder
- ☒ Structural steel installation will be performed by the following First Tier Subcontractor:
Name: Pacific Steel Erectors WA License#: PAL 55E 825R1
- ☐ Structural steel installation will be performed by a Lower Tier Subcontractor

Rebar Installation (Bidder shall check only one box):

- ☐ No rebar installation to be performed
- ☐ Rebar installation will be performed by Bidder
- ☒ Rebar installation will be performed by the following First Tier Subcontractor:
Name: Farwest Steel Reinforcing Company WA License#: FRW ESR 838R K
- ☐ Rebar installation will be performed by a Lower Tier Subcontractor

No changes or substitutions from these listed structural steel and rebar installation subcontractors will be allowed without the express written approval of the Engineer. Substitutions must be compliant with RCW 39.30.060. If such change is permitted by the Engineer and adheres to RCW 39.30.060, it will be evaluated in accordance with provisions of the Contract Documents.

END OF SUBCONTRACTOR LIST

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

3/11/2024

SUBJECT:

Amendment to Solid Waste Collection and Transfer Station Development and Operation Agreement with Waste Connections

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▯ **Waste Connections Agreement Extension 3 11 24 worksession.pdf**
- ▯ **Amendment_to_City_of_Washougal Waste Connections Agreement 3.11.24 worksession draft.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Waste Connections Agreement Extension

March 11, 2024

City Council Worksession



City of Washougal

Our mission is to provide fiscally responsible services that promote our vision of a safe and beautiful community that can be enjoyed for generations to come.

What We'll Cover

- ❖ Background
- ❖ Review of Terms of Extension
- ❖ Next Steps



Background

❖ “Solid Waste Collection and Transfer Station Development and Operation Agreement” dated March 23, 2009

- ✓ 15-year term (expires March 23, 2024) with renewal option by mutual agreement for up to four successive 5-year terms
- ✓ Provides exclusive right to collect, remove and dispose of all solid waste, recycling and yard waste (set initial fees with authorized CPI based annual increase)
- ✓ Provided for the development of the Washougal Transfer Station (completed)
- ✓ Provides for a monthly payment to City: started At \$10,416.67/month, with an automatic annual escalator consistent with the CPI for the tipping fee (currently \$14,345.49/mo = \$172,146/yr)
- ✓ Provides for an additional payment to the City for annual tonnage over 20,000 (percentage of tonnage over 20,000 multiplied by base fee: 2022 payment = \$152,234 based on 39,836 tons; estimated 2023 payment = \$162K-\$174K)
- ✓ Total estimated 2024 revenue = \$334K - \$346K



Terms of Extension

Provision	Explanation
Term	<ul style="list-style-type: none"> • July 31, 2033 • Option for up to two 5-year renewals by mutual agreement
Facility Improvements	<ul style="list-style-type: none"> • Acknowledges completion of Washougal Transfer Station • Waste Connections responsible to complete any and all capital improvements, repairs, and maintenance identified in the Clark County Regional Solid Waste System Study Phase 2 Report: Regional Systems Facility Plan, and as a result of inspections performed by Parametrix on behalf of Clark County
Monthly Payment to City	<ul style="list-style-type: none"> • \$30,000/mo = \$360,000/yr • Currently \$14,345.49/mo = \$172,146/yr for 2024
Additional Payment to City	<ul style="list-style-type: none"> • No additional payment through February 2027 • Required negotiation for additional payment amount for annual tonnage more than 50,000 (or as otherwise agreed) • Annual reporting of tonnage continues
Total Payment to City	<ul style="list-style-type: none"> • 2024 = \$360K • Existing terms estimated = \$334K - \$346K • ~6% increase in proposed extension



Next Steps

- ❖ Agreement on consent agenda March 25, 2024
- ❖ Negotiations regarding additional payment to begin no later than Jan 4, 2027



Discussion



City of Washougal

**FIRST AMENDMENT TO SOLID WASTE COLLECTION AND TRANSFER STATION
DEVELOPMENT AND OPERATION AGREEMENT**

This First Amendment ("First Amendment") to Solid Waste Collection and Transfer Station Development and Operation Agreement is entered into this ____ day of _____ 2024, by and between the City of Washougal (the "City") and Waste Connections of Washington, Inc. (the "Contractor"). City and Contractor may be referred to herein collectively as the "Parties".

WHEREAS, the Parties entered into that certain Solid Waste Collection and Transfer Station Development and Operation Agreement on or about March 23, 2009 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to address provisions relating to the term of the Agreement, the rates stated therein and such other amendments as set forth more particularly herein;

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Term. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

4. Agreement Term. The term of this Agreement shall be extended and continue until midnight (12:00 a.m.) July 31, 2033, with the option of renewing said term upon the mutual Agreement of the parties for successive periods of five (5) years, not to exceed two (2), five (5) year renewals.

2. Indemnification, Hold Harmless Clause. Section 5 of the Agreement shall be deleted in its entirety and replaced with the following:

5. Indemnification, Hold Harmless Clause. The Contractor agrees and guarantees to hold harmless, defend and indemnify the City, its officers, agents and employees or any of them, from any and all suits and all claims, actions, liability, losses, costs, expenses, and damages of any nature whatsoever, which may arise or may be brought against the City arising out of the performance of this Agreement by the Contractor to the extent arising from the Contractor's acts of negligence or willful misconduct. The Contractor shall defend the same at its sole cost and expense; provided that the City retains the right to participate in such suit if any principal or governmental or public laws is involved. If a final judgment is rendered against the City, and its officers, agents, and employees, or any of them, the Contractor shall satisfy the same.

3. Breach of Contract. The following shall be added to the end of the existing Section 8 of the Agreement:

If the City shall be in breach of any provision of this Agreement, Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Contractor shall be effective until Contractor has given written notice of such breach to the City and the City has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Contractor may terminate this Agreement by giving the City written notice of such termination, which shall become effective upon receipt of such notice.

4. Transfer Station Development Complete. The Parties acknowledge that as of the date of this First Amendment, development of the Transfer Station has been completed and the obligations of the Parties concerning development of the Transfer Station have been satisfied.

5. Condition and Care of Transfer Facility. A new section 16.5 shall be adopted into the Agreement as follows:

16.5 Improvements, Repairs and Maintenance Identified by Study: In addition to routine maintenance and ordinary wear and tear, Contractor is solely responsible for the obligation and cost to complete any and all capital improvements, repairs, and maintenance identified in the Clark County Regional Solid Waste System Study Phase 2 Report: Regional Systems Facility Plan, and as a result of inspections performed by Parametrix on behalf of Clark County.

6. Transfer Station Payment to the City. Section 20 of the Agreement is hereby deleted in its entirety and replaced with the following:

20. Transfer Station Payment to City. Contractor will pay the City thirty thousand and 00/100 dollars (\$30,000.00) per month during the term in which Contractor has exclusive right to operate, beginning the first day of the next month following the effective date of this First Amendment.

7. Additional Payment to City. Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

21. Additional Payment to City: Beginning on the effective date of this Amendment and through February 2027, the additional payment to the City pursuant to Section 21 of the Agreement is suspended. No later than January 4, 2027, the Parties shall commence negotiations to amend the provisions of Section

21 of the Agreement regarding additional payments to the City based on whether the total annual delivered tonnage exceeds 50,000 tons, or other such tonnage or provisions as agreed by the Parties.

8. Monitoring and Reporting Tonnage. Section 45 of the Agreement is hereby deleted in its entirety and replaced with the following:

45. Reporting:

(a) Cooperation and Reports: Contractor may be required by the City to bring in or submit to audit and inspection at any reasonable time (by duly authorized City employees) such other field or accounting reports and financial records as may reasonably be necessary for proper municipal supervision of this Agreement, even though they may not be specifically mentioned herein. All information so obtained shall be confidential and shall not be released by the City, unless subject to disclosure under applicable public disclosure laws, or unless expressly authorized in writing by the Contractor or unless in statistical form which identifies no persons.

By the 10th day of each month, the Contractor shall submit to the Director of Finance a report as to all services performed in the previous month under this Agreement, including all special services, and whenever any new services or any change in type or extent of service has occurred during such previous month, same shall be specified in such report. Accounting records of the Contractor related to this Agreement shall utilize the Generally Accepted Accounting Principals (GAAP) or a similar type approved by the City Finance Director.

(b) Monitoring and Reporting Tonnage: By February 1 of each year, Contractor will provide detailed reports of the tonnage delivered to the Transfer Station for the previous calendar year.

All incoming loads of Solid Waste to the Transfer Station must be weighed. Scale logs and monthly summaries and any other documentation as may be reasonably required by the City shall be attached as support for calculation of the total payment to City. The City reserves the right to require 24-hour video surveillance of the scales.

9. Settlement Payment to City. A new section 21.5 shall be adopted into the Agreement as follows:

21.5 Settlement Payment to City: The Parties entered into an agreement entitled Settlement of Claims and Mutual Release Agreement, dated October 6, 2023, wherein Contractor agreed to pay the City Six Hundred Eighty Four Thousand Two

Hundred and Twenty Dollars (\$684,224). The Parties acknowledge this has been paid in full.

10. Successors and Assigns Bound. In the event that ownership of the Transfer Station is transferred during the term of this Agreement, the City's successors and assigns shall be bound by the Agreement for the remainder of the term of the Agreement.

11. City Manager to Supervise Contract. The first paragraph of Section 37 of the Agreement shall be deleted in its entirety and replaced with the following:

The performance by the Contractor under this Agreement shall be under the general direction of the Mayor of the City or their designate.

12. Ratification; Full Force and Effect. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

13. Conflicting Provisions. In the event of any conflict between the original terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

14. Authorization. Each party executing this First Amendment represents and warrants that it is duly authorized to cause this First Amendment to be executed and delivered.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the _____ day of _____, 2024.

CITY OF WASHOUGAL

WASTE CONNECTIONS OF
WASHINGTON, INC.

David Scott
City Manager

By: _____
Name: _____
Title: _____

ATTEST:

Daniel Layer, City Clerk

APPROVED AS TO FORM:

Robert Zeineman, City Attorney