

## **1-07.17 Utilities and Similar Facilities**

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*(CITY OF BELLINGHAM Special Provision)*

Section 1-07.17 is supplemented with the following:

### **Contractor Ownership, Use, and Removal of Existing City Mobile Trailer**

#### **General/Background**

The City shall transfer to the Contractor one existing mobile trailer located adjacent to the Project site. The trailer is identified solely for Contractor convenience and shall not be considered City-furnished equipment required for performance of the Work.

The trailer was utilized from 2014 to 2025 as office space for City of Bellingham Plants Maintenance Supervisors. It contains (5) offices, conference space, kitchen space and bathroom. The trailer is of approximate dimensions 60ft x 24ft. All utilities (power, sewer, water) to the trailer were disconnected in 2025. At the time of disconnection, all building systems (HVAC, electrical, water and sewer piping) were in working order.

The City of Bellingham issued a building permit and certificate of occupancy for the trailer building in 2014 (BLD2014-00466).

The trailer is a double-wide unit, manufactured by Blazer Industries Inc., manufacturing date June 2008.

#### **Transfer of Ownership**

Upon execution of the contract, ownership of the mobile trailer shall be deemed to have transferred to the Contractor. Upon transfer, the trailer shall become the sole property of the Contractor, and the Contractor shall assume all responsibility for its possession, control, use, maintenance, repair, security, relocation, removal, disposal, insurance, and compliance with applicable laws and regulations.

The transfer shall be made without adjustment to the Contract Price and shall not constitute extra work, a change in the Work, or a basis for any claim for additional compensation, time extension, or damages.

#### **As-Is, Where-Is Condition; No Warranty**

The trailer will be transferred in its existing condition, "as-is, where-is," with all faults, defects, deficiencies, and conditions, whether known or unknown, apparent or latent. The City makes no representation or warranty, express or implied, regarding the trailer, including but not limited to its condition, suitability, merchantability, fitness for a particular purpose, structural integrity, habitability, code compliance, roadworthiness, safety, utility connections, environmental condition, or value.

The Contractor acknowledges that the City is not guaranteeing that the trailer is suitable for use as a field office, storage facility, break area, meeting space, or any other purpose.

#### **Allowed Use on Project Site**

If the Contractor elects to use the trailer during the Project, such use shall be subject to all requirements of the Contract Documents, approved site use limitations, safety

requirements, permits, laws, codes, and regulations. The Contractor shall be responsible for obtaining and maintaining any permits, inspections, utility connections, temporary power, tie-downs, anchoring, accessibility modifications, fire/life-safety measures, sanitation provisions, security measures, or other approvals required for placement or use of the trailer.

The Contractor's use of the trailer shall not interfere with City operations, public access, other contractors, adjacent properties, utilities, or performance of the Work.

### **Costs Included in Contract Price**

All costs associated with the trailer after transfer of ownership or possession, whichever occurs first, shall be included in the Contractor's Total Bid Amount. Such costs include, without limitation, inspection, acceptance, transfer documentation, hauling, relocation, setup, leveling, anchoring, utility connections, cleaning, maintenance, repair, modification, insurance, security, removal, disposal, licensing, registration, taxes, fees, and compliance with applicable requirements.

No separate payment will be made for the Contractor's use, maintenance, repair, relocation, removal, disposal, or ownership of the trailer.

### **Risk of Loss and Responsibility**

From the transfer of ownership or Contractor possession, the Contractor assumes all risk of loss, damage, theft, vandalism, injury, liability, and expense associated with the trailer. Damage to or loss of the trailer shall not relieve the Contractor of any obligation under the Contract Documents and shall not be grounds for additional compensation or extension of Contract Time.

### **Insurance**

The Contractor shall be solely responsible for determining and maintaining any insurance coverage applicable to the trailer after transfer of ownership or possession. The City shall have no obligation to insure the trailer or to provide reimbursement for any loss, damage, theft, claim, or expense related to the trailer.

### **Indemnification**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City and its officers, officials, employees, agents, and representatives from and against all claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses, including attorneys' fees, arising out of or related to the Contractor's ownership, possession, inspection, acceptance, use, modification, maintenance, repair, relocation, removal, disposal, or abandonment of the trailer, except to the extent caused by the sole negligence of the City.

This obligation is in addition to, and does not limit, the Contractor's indemnity obligations elsewhere in the Contract Documents.

### **Removal from Site**

Unless otherwise approved in writing by the City, the Contractor shall remove the trailer from City property no later than Project completion, termination of the Contract, or upon written direction from the City, whichever occurs first. Removal shall be at the Contractor's sole cost and shall include restoration of affected areas.

If the Contractor fails to remove the trailer when required, the City may remove, store, dispose of, or otherwise address the trailer, and may deduct the cost of same from any amounts otherwise due the Contractor.

**Documentation**

The City intends the Public Works Agreement to serve as the bill of sale and sole transfer document. However, if it is later determined by the City in its sole discretion that additional documentation is required to memorialize the transfer, the Contractor shall execute any bill of sale or other form reasonably required by the City to document the transfer. The documentation shall confirm that the trailer is transferred without warranty and in as-is, where-is condition.

**No Effect on Contractor Obligations**

Availability, transfer, or use of the trailer shall not reduce, modify, or otherwise affect the Contractor's obligations to furnish all labor, materials, equipment, tools, temporary facilities, supervision, and incidentals necessary to complete the Work in accordance with the Contract Documents.