

CITY OF EVERETT, WASHINGTON

CONTRACT

*dated of last signature below

THIS CONTRACT is made and entered into this ____*____ day of ____*____, 20__*, by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the “**City**”) and R.L. Alia Company, a Washington corporation (“**Contractor**”).

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Plans and all other Contract Documents entitled: “Beverly Lake Water Quality Retrofit” (the “**Project**”).

1. Contract Documents. This Contract is the written agreement signed between the City and Contractor and includes Division C – CONTRACT, Division P - PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project, all of which are referred to as the “**Contract Documents**” and all of which are hereby incorporated by reference. The Contract Documents are as posted for the Project on Builder’s Exchange of Washington (www.bxwa.com) as of the Bid Opening Date. The complete set of these posted documents as a single pdf as of Bid Opening Date is maintained by the City Clerk’s Office and is available as follows:

Link to PDF	https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1588780&searchid=b96f9ca4-89ba-4a1d-b432-4a75b6d90fc8&dbid=0&cr=1 This is a 497-page pdf digitally signed by City of Everett 2023.10.17 09:04:58-07’00’ (This pdf includes Contract Documents posted on BXWA as of Bid Opening Date. The pdf does not include Contract Documents (such as WSDOT Standard Specifications) that were not posted on BXWA.)
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Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

2. Contract Time. Substantial completion shall be achieved within sixty-five (65) working days after the effective date of the Notice to Proceed. Physical completion shall be within eighty (80) working days after the actual date of issuance of substantial completion.

3. Liquidated Damages. The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the work in all respects and have it ready for use by the substantial completion date stated. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages as computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, for each and every working day required to accomplish substantial completion of the work in excess of the period established above for substantial completion. For overruns in contract time

occurring after the physical completion date, liquidated damages shall be assessed at the rate computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, until the work is physically complete.

4. Contract Sum. The Contract Sum of this Contract is:

	\$1,175,015
+ WA Sales Tax (as applicable)	N/A
Contract Sum	\$1,175,015

This is based on the proposal/bid submitted by Contractor dated 9-12-23 (attached). The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

6. Compliance with Employment and Wage Laws. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

7. Vacant

8. Indemnification.

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out of or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 8 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

9. Insurance. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

9. Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

10. Repair of Damage. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

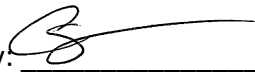
11. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.


12. Headings for Convenience Only. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

13. Effective Date. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original.

**CITY OF EVERETT
WASHINGTON**

ATTEST:

By: 
Cassie Franklin, Mayor


Office of the City Clerk

10/30/2023
Date

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
(8.15.23)


CONTRACTOR: *Please fill in the spaces and sign in the box appropriate for your business entity.*

Corporation

**Limited Liability
Company**

R.L. ALIA COMPANY, a Washington corporation

Partnership

By: 
Signature

Typed/Printed Name of Signer: Vito Alia

Title of Signer: President

Date: _____

Sole Proprietorship

[Typed/Printed Name]

Signature

CITY OF EVERETT SPECIAL PROVISIONS

**DIVISION P - PROPOSAL
CITY OF EVERETT, WASHINGTON
BEVERLY LAKE WATER QUALITY RETROFIT
WORK ORDER # UP3745**

To the City Council
Everett, Washington

The undersigned Bidder declares that it has carefully examined the Notice to Contractors and the Contract Documents (including without limitation Plans and Specifications, Standard Specifications, Special Provisions, Appendix, Proposal, and Contract) for the construction of three stormwater treatment facilities, with associated pipe and structures, and other such Work as may be necessary, in accordance with the Contract. The undersigned Bidder declares that the Bidder has made such investigations as are necessary to determine the conditions to be encountered, and that, if this Proposal is accepted, the undersigned will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, the undersigned will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and the undersigned will furnish all labor and materials necessary to complete the Work in the manner herein specified and according to the requirements of the Engineer.

The undersigned Bidder certifies that this Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned below, and no officer or employee of the City of Everett is personally or financially interested, directly or indirectly, in the Proposal or in any purchase of or sale of any materials or supplies for the Work to which it relates, or any portion of the profits thereof.

The undersigned Bidder agrees that the undersigned will complete the Work in all respects as required by **Division C, Section 2. Contract Time** and that the Bidder will pay liquidated damages to the City in the amount specified in the Contract Documents.

Accompanying this Proposal is a bid bond or certified check or cashier's check in the amount of five percent (5%) of the Proposal according to the conditions of the "Notice to Contractors" and "Division 1 - General Requirements" hereby incorporated. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in the Division 1 - General Requirements hereto incorporated, within 14 calendar days after the Award Date, then the City may, at its option, determine that the undersigned has abandoned the Contract and the amount of the bid bond or certified check or cashier's check accompanying this Proposal shall be forfeited and become the property of the City of Everett, Washington.

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Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.

BID SCHEDULE

BIDDER: R.L. Alia Company

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	LS	1	\$100,000 ⁻	\$100,000 ⁻
2	Surveying	LS	1	\$12,000 ⁻	\$12,000 ⁻
3	Removal of Structures and Obstructions	LS	1	\$30,000 ⁻	\$30,000 ⁻
4	SPCC Plan	LS	1	\$1,000 ⁻	\$1,000 ⁻
5	Force Account/ Unexpected Conditions	FA	1	\$100,000.00	\$100,000.00
6	Traffic Control Labor	HR	1300	\$65 ⁻	\$84,500 ⁻
7	Maintenance & Protection of Traffic Control	LS	1	\$20,000 ⁻	\$20,000 ⁻
8	Trench Excavation Safety Systems	LS	1	\$3,000 ⁻	\$3,000 ⁻
9	Erosion/Water Pollution Control	LS	1	2,500 ⁻	\$2,500 ⁻
10	Street Cleaning	HR	150	\$250 ⁻	\$37,500 ⁻
11	Saw Cutting Existing Improvements	LF	1200	\$4 ⁻	\$4,800 ⁻
12	Foundation Material Class A or B	TON	100	\$50 ⁻	\$5,000 ⁻
13	Crushed Surfacing Top Course	TON	50	\$60 ⁻	\$3,000 ⁻
14	Crushed Surfacing Base Course	TON	506	\$60 ⁻	\$30,360 ⁻
15	Gravel Borrow	TON	588	\$40 ⁻	\$23,520 ⁻
16	Schedule A Storm Sewer Pipe, 8 In. Dia.	LF	25	\$250 ⁻	\$6,250 ⁻
17	Schedule A Storm Sewer Pipe, 12 In. Dia.	LF	470	\$160 ⁻	\$75,200 ⁻
18	Catch Basin, Type 1	EA	3	\$2,500 ⁻	\$7,500 ⁻

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Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
19	Catch Basin, Type 1L	EA	1	\$ 3,000.-	\$ 3,000.-
20	Catch Basin, Type 2, 48 In. Dia	EA	3	\$ 5,000.-	\$ 15,000.-
21	Water Quality Treatment Structure #1	LS	1	\$ 30,000.-	\$ 30,000.-
22	Water Quality Treatment Structure #2	LS	1	\$ 35,000.-	\$ 35,000.-
23	Water Quality Treatment Structure #3	LS	1	\$ 280,000.-	\$ 280,000.-
24	Hydrodynamic Pretreatment #1	EA	1	\$ 40,000.-	\$ 40,000.-
25	Hydrodynamic Pretreatment #2	EA	1	\$ 32,000.-	\$ 32,000.-
26	Flow Splitter	EA	3	\$ 25,000.-	\$ 75,000.-
27	HMA, CL 1/2" PG 64-22	Ton	246	\$ 200.-	\$ 49,200.-
28	Cement Concrete Sidewalk Restoration	SY	127	\$ 85.-	\$ 10,795.-
29	Cement Concrete Curb and Gutter, Type A-1	LF	296	\$ 45.-	\$ 13,320.-
30	Cement Concrete Driveway, Type 1	SY	72	\$ 110.-	\$ 7,920.-
31	Extruded Cement Concrete Curb	LF	20	\$ 125.-	\$ 2,500.-
32	Plastic Line	LF	310	\$ 15.-	\$ 4,650.-
33	Landscape Restoration	LS	1	\$ 8,000.-	\$ 8,000.-
34	Temporary Pavement Patch	SY	50	\$ 30.-	\$ 1,500.-
35	Temporary Water Main Protection	LS	1	\$ 5,000.-	\$ 5,000.-
36	Control Density Fill	CY	80	\$ 200.-	\$ 16,000.-
					\$ 1,175,015.-
Total Bid Amount					\$ 1,175,015.-

The bid items above are described further in Division B – Bid Items Descriptions.

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PROPOSAL SIGNATURE SHEET

The undersigned Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work as either increased or decreased in accordance with the provisions of the Contract Documents and at the unit prices bid in the Bid Schedule, unless such schedule designates lump sum bids, or force account items.

The full names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

Name	Title	Address
VITO ALIA	PRESIDENT	10831 SE 181 ST ST RENTON, WA 98055

Bidder acknowledges receipt of Addenda 1 through 2

Bidder has reviewed the insurance provisions of the Contract and hereby certifies that coverage will be provided as required. ☒ Yes ☐ No

In preparing this Bid, Bidder is especially directed to consider **Section 7-06 Water Quality Treatment Structures and Section 1-07.16 Protection and Restoration of Property** which contain information that must be taken into consideration when preparing this bid. This notice is only a convenience to the Bidder during bidding and in no way relieves the Bidder from fully reading and taking into account all Contract Documents when preparing its Bid.

The undersigned Bidder also hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder has not been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. The undersigned hereby declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.

Name of Bidder: R.L. ALIA COMPANY

State of Washington Contractor's License
No. RLALIC104PT

Signature of Bidder's Authorized Agent: [Signature] VITO ALIA

City and State Where Signed: RENTON, WA

Email Address of Bidder's Authorized Agent: DPANIKORALIA.COM

This email address may be used by the City to provide notice of any kind to the Bidder. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

Dated at: RENTON, WA Date: 9/12/23

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CITY OF EVERETT SPECIAL PROVISIONS

SUBCONTRACTORS FORM

1. For heating, ventilation, air conditioning, plumbing (as defined by RCW Chap. 18.106) and electrical work (as defined by RCW Chap. 19.28), and structural steel installation and rebar installation, Bidder MUST either identify itself or Subcontractors in the chart below. If Bidder believes such work is not part of the scope of Work, Bidder shall write "NO WORK".
2. 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.
3. **Bidder's bid shall be deemed nonresponsive and void if:**
 - A. For heating, ventilation, air conditioning, plumbing, electrical, structural steel installation and rebar installation, Bidder fails (1) to submit as part of the Bid the names of such Subcontractors, (2) to name itself to perform such Work, or (3) to write "No Work"; or
 - B. Bidder names two or more Subcontractors to perform the same work.
4. The requirement to name the Bidder's proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors who will contract directly with the general contractor submitting the Bid to the City.
5. The heating, ventilation and air conditioning, plumbing, electrical portions of the chart below must be submitted with the bid proposal or within one hour of the published bid submittal time.
6. The structural steel installation and rebar installation portions of the chart below must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time.

Type/Scope of Work	Name and Address of Subcontractor/Or Bidder
HEATING Subcontractor, bidder or "no work" MUST be stated	Miller Sheet Metal Bremerton, WA
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" MUST be stated	Miller sheet metal Bremerton, WA
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" MUST be stated	A Advanced septic services Auburn, WA
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" MUST be stated	West Coast Signal Renton, WA
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" MUST be stated	R.L. Alia Company Renton, WA
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	R.L. Alia Company Renton, WA

CITY OF EVERETT SPECIAL PROVISIONS

SECTION 00 4539 – RCW 35.22.650 CERTIFICATION

A set percentage of minority group member employees or minority business subcontracts is not required in the performance of the Work under this Contract. However, RCW 35.22.650 requires bidders (a) to actively solicit (i) employment of minority group members and (ii) subcontract bids from minority businesses, and (b) to submit evidence of its compliance with these requirements for active solicitations:

RCW 35.22.650

All contracts by and between a first-class city and contractors for any public work or improvement exceeding the sum of ten thousand dollars, or fifteen thousand dollars for construction of water mains, shall contain the following clause:

"Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid."

As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, blacks, women, native Americans, Asians, Eskimos, Aleuts, and Hispanics.

- I. Bidder confirms that it actively solicits employment of minority group members.
YES [yes or no]
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: 12.1 [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 5.1 [state estimated percentage]
- IV. List all minority businesses from whom bids or quotes for goods or services on this Project have been solicited (attach additional sheet if necessary):

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Minority Business Name	Address	Goods or Services Involved	Certification Number*
W.E. Coates Surveying	Olympia, WA	Survey	D3M0019952
Reign City Services	Tukwila, WA	Trucking, Sweeping	M4M0026100
O'Bunco Inc.	Federal Way, WA	Survey	D3M2316030
Hot Mix Pavers	Tukwila, WA	Asphalt Paving	D1M0004562
Burly Products	Post Falls, ID	Hand Rail	D1M0023827
*Certification numbers (for MBE, MWBE, DBE, etc.) are found at Office of Minority & Women's Business Enterprises: https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp . If a minority business does not have a certification number, the Bidder must provide with this certification form evidence that the business is at least fifty-one percent owned by minority group members.			

During Contract performance, or in any event prior to final payment, Bidder shall provide the City with the names and addresses of all minority businesses actually awarded subcontracts under the Contract. In the event that a subcontract bid or quote is solicited and listed above and a subcontract is not awarded to the minority business so listed, Contractor shall state the reasons such subcontract was not awarded to the minority business and shall provide the minority business quote together with the actual subcontract price paid and the name of the subcontractor to whom the subcontract was subsequently awarded.

FAILURE TO PROPERLY COMPLETE AND SUBMIT THIS CERTIFICATION FORM WITH THE BID WILL RESULT IN REJECTION OF BID. THE BIDDER CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS TRUE AND COMPLETE CORRECT TO THE BEST OF ITS KNOWLEDGE AND BELIEF AND FURTHER AGREES TO PROVIDE INFORMATION AS REQUESTED BY THE CITY REGARDING MINORITY BUSINESS SUBCONTRACTS AND EMPLOYMENT OF MINORITY GROUP MEMBERS.

Signature: _____



Date: 9/12/23

CITY OF EVERETT SPECIAL PROVISIONS

NON-COLLUSION AFFIDAVIT

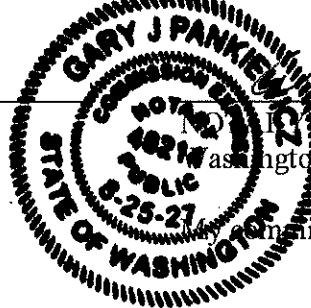
STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss

The Undersigned, being first duly sworn, on oath says that the Bid above submitted is a genuine and not a sham of collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the 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 person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure an advantage over any other Bidder or Bidders.

R. L. ALIA COMPANY
Firm Name

[Signature]
Authorized Signature

SUBSCRIBED and SWORN to before me this 12th day of September, 20 23.



[Signature]
I, [Signature] PUBLIC in and for the State of
Washington, residing at KING COUNTY
My Commission expires: 8-25-27

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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CITY OF EVERETT SPECIAL PROVISIONS

BID DEPOSIT

Bidder herewith guarantees its Bid by depositing one of the following with its Proposal in an amount of five percent (5%) or more of the Bidder's total Bid:

- ☐ Certified check
- ☐ Cashier's check
- ☒ Bid Bond



 Signature

BID BOND

Bond No. Bid Bond

Project: Beverly Lake Water Quality Retrofit

W.O. #: UP3745

KNOW ALL MEN BY THESE PRESENTS,

that R.L. Alia Company _____ [Contractor], a corporation
 organized under the laws of the State of Washington _____, and registered to do business in the
 State of Washington as a contractor, as Principal, and

Swiss Re Corporate Solutions America Insurance Corporation _____ [Surety], a corporation
 organized under the laws of the State of Missouri _____ and registered to transact business in
 the State of Washington, as Surety, their heirs, executors, administrators, successors and
 assigns, are jointly and severally held and bound to the City of Everett, Washington,
 hereinafter called "City", and are similarly held and bound unto the City in the sum of

Five Percent (5%) of the Total Amount of Bid---and ___/100's Dollars (\$ 5%), the payment of
 which, well and truly to be paid, we bind ourselves, our heirs, executors and successors,
 jointly and severally, formally by these presents.

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound
 to the City to pay and forfeit to the City the amount of this bond as provided herein, upon the
 conditions contained herein, unless the conditions for release contained herein are satisfied or
 expressly waived in a writing signed by the City Attorney.

It is expressly understood and agreed that:

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding documents the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. City accepts Bidder's bid and Bidder delivers within the time required by the bidding documents (or any extension thereof agreed to in writing by City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or
 - 3.2. All bids are rejected by City, or
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.
7. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.
8. Notice required hereunder shall be in writing sent to Bidder and Surety. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute,

CITY OF EVERETT SPECIAL PROVISIONS

then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

BIDDER	SURETY
R.L. Alia Company Bidder's Name	Swiss Re Corporate Solutions America Insurance Corporation (seal) Surety's Name and Corporate Seal
By:  VITO ALIA, PRESIDENT Signature, Title, and Date 9/12/2023	By:  Deanna M. French Signature, Title, and Date Deanna M. French Attorney-in-Fact 9/12/2023
Address: 10831 SE 181st St. Renton, WA 98055	Address: 2233 112th Ave. NE Bellevue, WA 98004
Attest:  GARY PINKIEWICZ VP Signature, Title and Date 9/12/2023	Attest:  Jason French, Witness Signature, Title and Date 9/12/2023

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SUSAN B. LARSON, SCOTT FISHER, MINDEE L. RANKIN, DEANNA M. FRENCH, RONALD J. LANGE, ELIZABETH R. HAHN, JANA M. ROY,
ROGER KALTENBACH, SCOTT GARCIA, DEREK SABO, GUY P. ARMFIELD, SCOTT McGLVRA Y, ANDREW P. LARSEN, JOHN R. CLAEYS,
NICHOLAS FREDRICKSON, ANDREW KERSLAKE, ALEC GUMPFER, KATELYN COOPER, AND CHARLA M. BOADLE JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of September, 20 23.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC











RL Alia Beverly Lake Water Quality Refit Contract.FINAL.FOR.SIGNATURE

Final Audit Report

2023-10-30


Created:	2023-10-17
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5tNs9hRtXqiRb6FU7wKc-fw6hxFlqZoZ

"RL Alia Beverly Lake Water Quality Refit Contract.FINAL.FOR.SIGNATURE" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2023-10-17 - 6:54:58 PM GMT
-  Document emailed to eemerson@everettwa.gov for approval
2023-10-17 - 6:56:03 PM GMT
-  Email viewed by eemerson@everettwa.gov
2023-10-17 - 8:11:35 PM GMT
-  Signer eemerson@everettwa.gov entered name at signing as Erik
2023-10-17 - 8:14:37 PM GMT
-  Document approved by Erik (eemerson@everettwa.gov)
Approval Date: 2023-10-17 - 8:14:39 PM GMT - Time Source: server
-  Document emailed to vito@rlalia.com for signature
2023-10-17 - 8:14:41 PM GMT
-  Email viewed by vito@rlalia.com
2023-10-17 - 8:15:09 PM GMT
-  Signer vito@rlalia.com entered name at signing as Vito Alia
2023-10-17 - 9:03:47 PM GMT
-  Document e-signed by Vito Alia (vito@rlalia.com)
Signature Date: 2023-10-17 - 9:03:49 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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Signature Date: 2023-10-30 - 7:20:24 PM GMT - Time Source: server

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2023-10-30 - 8:30:26 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2023-10-30 - 8:30:39 PM GMT - Time Source: server

 Agreement completed.

2023-10-30 - 8:30:39 PM GMT