

**SMALL WORKS CONTRACT**

THIS CONTRACT is dated and effective as of the date of the Mayor's signature below and is by and between the City of Everett, a Washington municipal corporation (the "City"), and the Contractor shown below in the Basic Provisions.

1. Basic Provisions:

<b>Solicitation Name</b>	#2023-008 Walter Hall Maintenance Building Roof Replacement
<b>Brief Description of Work</b>	This roof replacement project includes the tear-off, disposal, and replacement of the existing roof at the maintenance building #110 located at the Walter E. Hall Golf Course.
<b>Contractor</b>	Creative Roof Solutions LLC
	12505 19th Place SE
	Lake Stevens, WA 98258
	robert@creativeroofsllc.com
<b>City Project Manager</b>	Joan Olsen
	City of Everett – Parks & Facilities
	802 E Mukilteo Boulevard Everett, WA 98203 jolsen@everettwa.gov
<b>Contract Time</b>	The Work shall be physically complete in all respects within <b>120</b> calendar days from the date of issuance of the Notice to Proceed.
<b>Contract Price</b>	\$38,465.00
<b>Contract Documents</b>	The following documents ("Contract Documents") are incorporated by reference and are hereby made a part of this Contract: this Contract document; Invitation for Quote and addenda thereto, including without limitation any Instructions, General Conditions, Specifications, Contractor Commitment and Information, Price Sheet, Certification of Compliance, Minority Business Certification, Contractor References, and any other document included in the Invitation to Quote; change orders; all provisions required by law, and the following document(s), if any:
	N/A
	Contractor's response to the solicitation is a Contract Document, but only

	to the extent it is responsive to the solicitation.
<b>Contractor Insurance Contact Information</b>	Manuela Warren
	858-633-2264
	manuela@foagency.com

2. The Work. In consideration of the sums to be paid to it by the City, the Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete all work as set forth in the Contract Documents. The Contract Documents are shown in the Basic Provisions. The entire work set forth in the Contract Documents is referred to herein as either the "Work" or the "Project." If a purchase order is issued for the Work, it is only a Notice to Proceed. Such purchase order's pre-printed terms and conditions are not part of the Contract. If there is any inconsistency in the parts of the Contract Documents, then the most stringent on the Contractor applies, unless the City's authorized representative determines otherwise in writing. The Work required in one part must be furnished even if not mentioned in other parts of the Contract. These parts complement each other in describing the complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

3. Contract Time. The Work shall be complete as stated in the Basic Provisions.

4. Contract Price. The amount of this Contract is the Contract Price stated in the Basic Provisions and is based on the quote submitted by the Contractor for the solicitation stated in the Basic Provisions. 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. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Price stated herein, and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Price stated herein unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages, or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages, or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

5. Withholding. In addition to retainage under chapter 60.28 RCW, 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. Disadvantaged Business Enterprises. 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 (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees, and agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents, or third persons in such suit. The Contractor's obligations under this section shall not apply to loss, claims, demands, suits, damage, or liability caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular loss, claim, demand, suit, damage, or liability, and (2) such loss, claim, demand, suit, damage, or liability is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City or its agents or employees, then the Contractor's obligations under this section shall apply only to the extent of Contractor's negligence. The City shall give Contractor reasonable notice of such claim. 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 survives any termination, completion or expiration of this Contract.

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. 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.

10. 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. 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.

11. 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.

12. 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 quote, 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 quote or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

13. 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.

14. Effective Date. This Contract is effective as of the date of the Mayor's signature.


15. Counterparts/Signatures. This Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Contract may also be exchanged electronically and any electronic version of any party's signature or any electronic signature (including without limitation AdobeSign) shall be deemed to be an original signature for all purposes.

***[Remainder of Page Intentionally Left Blank; Signature Page Follows]***

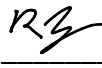
IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

**CITY OF EVERETT  
WASHINGTON**

**CREATIVE ROOF SOLUTIONS LLC**



\_\_\_\_\_  
Cassie Franklin, Mayor

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

Name of Signer: Robert Zoellin

Signer's Email Address: robert@creativeroofsllc.com

Title of Signer: Owner

11/09/2023

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
JULY 14, 2023

## PERFORMANCE BOND

Bond No.: CAC722613

The City of Everett has awarded to Creative Roof Solutions LLC (Principal), a contract for the construction of the project designated as Walter Hall Maintenance Building Roof Replacement, Project No. 2023-008, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Merchants Bonding Company (MUTUAL) (Surety), a corporation organized under the laws of the State of IOWA and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of Thirty-Five Thousand & 0/100 US Dollars (\$ 35,000 ), which is the Contract Price, subject to the provisions herein.

This statutory performance bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower-tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond, and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

Printed Name: Robert Zellin

Title: owner

SURETY

Merchants Bonding Company (MUTUAL)

Printed Name: Michael Fusco

Title: Attorney-In-Fact

STANDARD BOND FORM  
OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:

Name: Fusco Orsini & Associates Insurance Services

Address: 5095 Murphy Canyon Road, Suite 200, San Diego, Ca 92123

Phone Number: 858-384-1507

Email: mike@foagency.com



Bond No. CAC722613

PAYMENT BOND

The City of Everett has awarded to Creative Roof Solutions LLC (Principal), a contract for the construction of the project designated as Walter Hall Maintenance Building Roof Replacement, Project No. 2023-008, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and Merchants Bonding Company (MUTUAL) (Surety), a corporation organized under the laws of the State of Iowa and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of Thirty-Five Thousand & 0/100 US Dollars (\$ 35,000 ), which is the Contract Price, subject to the provisions herein.

This statutory payment bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or the subcontractors or lower-tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower-tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond, and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

Robert Zellin  
Printed Name: Robert Zellin  
Title: owner

SURETY

Merchants Bonding Company (MUTUAL)  
Printed Name: Michael Fusco  
Title: Attorney-In-Fact



STANDARD BOND FORM  
OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:  
Name: Fusco Orsini & Associates Insurance Services  
Address: 5095 Murphy Canyon Road, Suite 200, San Diego, Ca 92123  
Phone Number: 858-384-1507  
Email: mike@foagency.com



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Michael Fusco

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



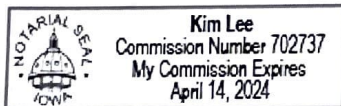
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



*William Warner Jr.*  
Secretary













# 2023-008 Walter Hall Roof Replacement Contract\_102523\_SD

Final Audit Report

2023-11-09

Created:	2023-11-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzsUjuGhL_YIGMr1NIXRjbAAcwlNtlKF3

## "2023-008 Walter Hall Roof Replacement Contract\_102523\_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2023-11-09 - 9:47:26 PM GMT
-  Document emailed to Jenny Chang (JCHANG@EVERETTWA.GOV) for approval  
2023-11-09 - 9:48:07 PM GMT
-  Email viewed by Jenny Chang (JCHANG@EVERETTWA.GOV)  
2023-11-09 - 9:49:07 PM GMT
-  Document approved by Jenny Chang (JCHANG@EVERETTWA.GOV)  
Approval Date: 2023-11-09 - 9:50:28 PM GMT - Time Source: server
-  Document emailed to Robert Zoellin (robert@creativeroofsllc.com) for signature  
2023-11-09 - 9:50:31 PM GMT
-  Email viewed by Robert Zoellin (robert@creativeroofsllc.com)  
2023-11-09 - 10:05:29 PM GMT
-  Document e-signed by Robert Zoellin (robert@creativeroofsllc.com)  
Signature Date: 2023-11-09 - 10:06:51 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2023-11-09 - 10:06:54 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2023-11-09 - 10:17:02 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)  
Approval Date: 2023-11-09 - 10:17:11 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2023-11-09 - 10:17:14 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2023-11-09 - 10:19:06 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2023-11-09 - 10:19:17 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2023-11-09 - 10:19:20 PM GMT

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

Signature Date: 2023-11-09 - 10:25:39 PM GMT - Time Source: server

 Agreement completed.

2023-11-09 - 10:25:39 PM GMT