

#### CONTRACT

THIS CONTRACT is made and entered by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and American Process Group LLC (the "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/or appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: "UT 3826 2024 WPCF Biosolids Removal" (the "**Project**").

1. Contract Documents. The "Contract Documents" are defined in the General Conditions. The Contract Documents are part of this Contract and are hereby incorporated by reference. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents. A copy of the Contract Documents that were posted for the Project on Builder's Exchange of Washington (www.bxwa.com) as of Bid Opening Date is maintained by the City Clerk's Office as a single pdf and is available as follows:

Link	https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1595639&searchid=96bd8
to	530-3afb-41c5-adb3-13b44a5ea3eb&dbid=0
PDF	This is a 307-page pdf digitally signed by City of Everett 2023.10.31 10:17:17-07'00'

Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted 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 of the Work shall be achieved within <u>sixty</u> (60) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within <u>thirty</u> (30) calendar 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 and Physical Completion dates stated above. 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 for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the

City computed at the daily rate of fifteen percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

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

	\$1,160,790.00
+ WA Sales Tax (as applicable)	\$114,918.21
Contract Sum	\$1,275,708.21

This is based on the proposal/bid submitted by Contractor dated October 6, 2023, copy of which is attached hereto.

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 Sum 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 Sum 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.

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. RCW 35.33.650**. Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. 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.

- A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out 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.
- 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.
- 8. **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.
- 9. **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.
- 10. **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.

11. **Effective Date/Counterparts/Signature**. 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. This Contract may be signed with AdobeSign, and any such signature is fully binding.

CITY OF EVERETT	
WASHINGTON	
By: Cassie Franklin, Mayor	ATTEST:
12/07/2023 Date	Maring Muring Clerk  Office of the City Clerk
	STANDARD DOCUMENT APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY (9.6.23)

## **CONTRACTOR:**

AMERICAN PROCESS GROUP LLC
By:
Typed/Printed Name of Signer:
Title of Signer:
Date:11/20/2023

## ATTACHMENT TO CONTRACT

#### SECTION 00 4113 - BID FORM -

## 1.1 BIDDER INFORMATION

Project Title: 2024 WPCF Biosolids Removal

Project No.: UT 3826-2

Date: October 6, 2023

Submitted by: \_\_Doug Van der Veen, General Manager

Company Name and

Address: American Process Group LLC

1201 Pacific Ave., Suite 600

Tacoma, WA 98402

#### 1.2 OFFER

A. Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Owner for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the prices listed in this Bid Form.

We have included the Bid security as required by the Instructions to Bidders.

All applicable federal taxes are included, and State of Washington taxes are excluded from the Unit Prices.

Our bid includes overhead, profit, performance and payment bonds, and all other expenses involved whatsoever.

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
1.	Mobilization and Demobilization	LS	1	N/A	\$ 116,000.00
2.	Decontamination of Equipment	LS	1	N/A	\$ 29,010.00
3.	Dry Tons Biosolids Removed, Dewatered, & Placed on Biosolids Pad	Dry Ton	2,000	\$ 502.89	\$ <u>1,005,780</u> . <u>00</u>
4.	Force Account (Section 00 7200)		N/A	N/A	\$ <u>10,000.00</u>
	·		·	SUBTOTAL	\$ <u>1,160,79</u> 0.00
			Washingto	n State Sales Tax @ 9.9%	\$ <u>114,918</u> . <u>21</u>
				TOTAL BID	\$1,275,708_21_

## 1.3 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 45 days from the Bid closing date.
- B. If this Bid is accepted by the Owner within the time period stated above, we will:
  - 1. Execute the Agreement within 14 days of receipt of Notice of Award.
  - Furnish the required 100% payment and 100% performance bonds within 14 calendar days of receipt of Notice of Award in the form described in Contract Documents.
  - 3. Commence Work within seven calendar days after receipt of Notice to Proceed.
- C. If this Bid is accepted within the indicated time, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which Contract is signed.
- D. In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the

00 4113 - 2 BID FORM

Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## 1.4 CONTRACT TIME

- A. If this Bid is accepted, we will:
  - Begin work immediately after receiving Owner's letter of Notice to Proceed and to reach Substantial Completion within the dates required under the Contract Documents.
  - 2. Agree to pay liquidated damages to the City as stated in the Contract in the event the project is not completed on or before required time periods.
  - 3. Contract with the Owner using the Contract form provided herewith, on the terms and conditions contained herein, to do everything necessary to complete the construction of the project in the allotted time.

#### 1.5 ADDENDA

A. Following Addenda have been received, and the modifications to the Bid Documents noted below have been considered and all costs are included in the Bid.

Addendum	No1	, dated	Sep 12/23
	No2		
	No		
Addendum	No	dated	*********

#### 1.6 BIDDER CERTIFICATIONS

- A. Bidder, at the time of submitting this Bid and throughout the period of the contract, will remain licensed by the state of Washington to perform the type of work required under the Contract Documents.
- B. Bidder is skilled and regularly engaged in the general class and type of work required by the Contract Documents and has the capability to successfully manage construction projects.
- C. Bidder agrees to provide upon written request of the City all information related to its qualifications and those of its key personnel and its proposed Subcontractors.
- D. Bidder certifies that its Bid is in all respects fair, and is made without collusion on the part of any person, firm, or corporation mentioned below, and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the Bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.

BID FORM

**BID FORM** 

1.7	DESIGNATED/AUTHORIZED REPRESENTATIVE
Α.	Bidder designates Doug Van der Veen, General Manager of its office to which notice of acceptance of this Bid may be mailed, emailed or delivered.
В.	City may provide notice of any kind to the Bidder using the email address Bidder provides below.  1. A notice is considered delivered to the Bidder on the date it is emailed to the email address.
.8	INTERESTED PARTIES
Α.	The full names and residences of all persons and parties interested in this Bid as principals are as follows:
	NAME TITLE ADDRESS
	Please refer to attached list of officers
.9	BID FORM SIGNATURES
Α.	By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 7200 – GENERAL CONDITIONS and certifies that coverage will be provided as required.
В.	The undersigned 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 declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.
	Signed this 6th day of September , 2022- 2023
	Signed this 6th day of September , 2022 2023  Name of Bidder: American Process Group LLC

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City and State Where Signed: <u>Stony</u>	Plain, Alberta, Canada
Title: General Manager	·
Phone: (780) 963-1484	
State of Incorporation Delaware	Contractor's License No. <u>CCAMERIP</u> G927DS
	Washington State 902 477 526
Email address of Bidder's authorized	Agent:
dvanderveen@amprocessgroup.com	

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BID FORM

## **END OF SECTION 00 4113**

00 4113 - 6 BID FORM

#### SECTION 00 4336 - PROPOSED SUBCONTRACTORS FORM

- For heating, ventilation and 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 Work, Bidder shall write "NO WORK".
- 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 non-responsive and void if:
  - A. For heating, ventilation and air conditioning, plumbing, electrical work, 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, air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors applies only to proposed heating, ventilation, 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, and 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.

The remainder of this page is intentionally left blank

Type/Scope of Work	Name and Address of Subcontractor or Bidder
HEATING Subcontractor, bidder or "no work" MUST be stated	No Work
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" <b>MUST</b> be stated	No Work
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" <b>MUST</b> be stated	No Work
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" MUST be stated	Preferred Electric PO Box 77120 Seattle, WA 98177
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" MUST be stated	No Work
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	No Work

END OF SECTION 00 4336

PROVINCE OF ALBERTA

00 4519 - 1

## **SECTION 00 4519 - NON-COLLUSION AFFIDAVIT**

## **NON-COLLUSION AFFIDAVIT**

STATE-OF-WASHINGTON	
COUNTY OF PARKLAND	) ss. _)
and not a sham or collusive bid, or r therein named; and the undersigned	on oath says that the bid submitted is a genuine made in the interest or on behalf of any person not directly or deer on the above work or supplies to put in a sham
	ion to refrain from bidding; and that said bidder has on to secure an advantage over any other bidder or
American Process Group LLC Firm Name	Authorized Signature Dou, Vander Veery General Managor
SUBSCRIBED and SWORN to befo 20_23	ore me this,
	NOTARY PUBLIC in and for the State of Washington, residing at FOMONTON ALBERTM, CANADA CM
	My commission expires:    DISTIN DANZO

NON-COLLUSION AFFIDAVIT

## **END OF SECTION 00 4519**

## **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 fiftyone 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.

]_	Bidder confirms that it actively solicits employment of minority group members  Yes [yes or no]
11.	Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members:43% [state estimated percentage]
<b>III</b> .	Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: [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):

Minority Business Name	Address	Goods or Services Involved	Certification Number*
Please refer to attach	ned list of Solicited (	MWBE Businesses	
		¥ 1 = -	
,	أاد حصص		

\*Certification numbers (for MBE, MWBE, DBE, etc.) are found at Office of Minority & Women's Business Enterprises: <a href="https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp">https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp</a>. 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:	October 6, 2023	
	Dou	g Van der Veen		

**END OF SECTION 00 4539** 

## City of Everett 2024 Biosolids Removal - List of Solicited OMWBE Businesses

Minority Business Name	Physical Address	City	State	Zip	Goods or Services Involved	Certification Number
SHJ Electric Co. Inc.	18920 13th PLACE S	Seattle	WA		elecitrical connection/ disconnection	S000024534
KBT Distributing LLC	61 W Wapato Rd	Wapato	WA		diesel fuel provider	D2W0026789
Mayfield's Hoisting Service, Inc.	19015 36th Ave West, Suite F		WA	98036	crane service	D1M0023985

## UT3826\_2024\_WPCF\_Biosolids\_Removal\_SD\_ FINAL FOR SIGNATURE.v2

Final Audit Report 2023-12-07

Created: 2023-11-20

By: Marista Jorve (mjorve@everettwa.gov)

Status: Signed

Transaction ID: CBJCHBCAABAA0fFK5hl3mnqn2D79DhsmeWFPn7DDuWWp

# "UT3826\_2024\_WPCF\_Biosolids\_Removal\_SD\_FINAL FOR SIG NATURE.v2" History

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  Signature Date: 2023-12-07 5:27:16 PM GMT Time Source: server
- Agreement completed. 2023-12-07 - 5:27:16 PM GMT