

## CITY OF EVERETT, WASHINGTON



### CONTRACT

THIS CONTRACT is made and entered into by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and Always Active Services LLC, a Washington limited liability company (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 appurtenances in accordance with the Specifications and Plans and all other Contract Documents entitled: **"CITYWIDE BICYCLE WAYFINDING"** (the "Project").

**1. Contract Documents.** The following documents ("Contract Documents") are incorporated by reference and are hereby made a part of this Contract:

- A. Notice to Contractors
- B. Instructions to Bidders
- C. Washington State Department of Transportation Standard Specifications 2023 as modified by all amendments thereto as of the date of bid opening of this Project ("Standard Specifications").
- D. Contract Provisions, including without limitation the Special Provisions
- E. Plans, Drawings and Project Specifications
- F. Addenda (if any)
- G. Performance Bond and Payment Bond
- H. Contractor's Proposal/Bid (dated 10/23/2023 and copy attached hereto)
- I. All provisions required by law whether set forth and reproduced herein or not.
- J. Disadvantaged Business Enterprise (DBE) utilization certification.

A copy of the Contract Documents that were posted for the Project on Builder's Exchange of Washington ([www.bxwa.com](http://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 to PDF	<a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1602525&amp;searchid=e6fea426-6dbf-4916-88ab-4ea34610c50e&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1602525&amp;searchid=e6fea426-6dbf-4916-88ab-4ea34610c50e&amp;dbid=0</a> . This is a 408-page pdf digitally signed by City of Everett 2023.11.27 11:37:28-08'00'
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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 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 shall be achieved within 45 working days of the effective date of the Notice to Proceed.

**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 stated in Section 1-08.9 of 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.

**4. Contract Sum.** The amount of this Contract is three hundred and sixty-three thousand one hundred and thirteen and 00/100 (\$363,113.00) and is based on the proposal/bid submitted by Contractor dated 10/23/2023. 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. 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.

**6. Indemnification.**

A. Contractor will defend and 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 and hold harmless 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 6 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 6 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 6 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.

**7. 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.

**8. 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.

**9. 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.

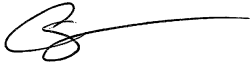
**10. Pre-Bid Inspection and Risk of Loss.** It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, 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.

**11. 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.

**12. 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. This Contract may be signed with AdobeSign, and any such signature is fully binding.


***[signatures on following page]***

**CITY OF EVERETT  
WASHINGTON**

By:   
Cassie Franklin, Mayor  
02/16/2024  
Date

**CONTRACTOR**

Always Active Services LLC  
[Contractor's Complete Legal Name]

By   
Name: Amanda Schnee  
Title: Owner  
Date: 12/20/2023

ATTEST:

  
Office of the City Clerk

STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
(9.21.23)

**ATTACHMENT TO CONTRACT**

**CITY OF EVERETT, WASHINGTON**

**CONTRACT PROVISIONS**

**CITYWIDE BICYCLE WAYFINDING**

COE PW# 3786; STATE FUND# HLP-PB21(014)

**BID PROPOSAL**

To the City Council  
Everett, Washington

The undersigned bidder declares that they have carefully examined the Plans and Specifications, Notice to Contractors, Instructions to Bidders, Standard Specifications, Special Provisions, Appendices, Proposal, and Contract for **\*construct, supply and install bicycle wayfinding signs and pavement markings along 14 miles of existing bike routes\*** and other such work as may be necessary, in accordance with the Specifications, as shown on the Plans. The undersigned bidder declares that it has made such investigations as are necessary to determine the conditions to be encountered, and that if this Proposal is accepted the undersigned bidder will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and will furnish all labor and materials as specified in the Contract, or called for in the plans, or 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 it will complete the work in all respects within **forty-five (45)** working days from the date of written Notice to Proceed; that they will pay liquidated damages to the City in the amount specified in the Contract.

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 the Standard Specifications, the Special Provisions, and the "Instructions to Bidders" hereby attached. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute the Contract and provide the required bonds as stated in the Instructions to Bidders hereto attached, within twenty (20) calendar days after the award date, then the City may, at its option, determine that the undersigned has abandoned the Contract and thereupon this Contract shall be null and void 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.

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: Always Active Services

ITEM NO.	REF SPEC	ITEM DESCRIPTION	UNIT	BID QTY	UNIT PRICE	TOTAL AMOUNT
1	1-04.4(1)	MINOR CHANGE	F.A.	1.00	\$ 25,000.00	\$ 25,000.00
2	1-05.18 SP	RECORD DRAWINGS (MINIMUM BID)	L.S.	1.00	\$ 5,000.00	\$ 5,000.00
3	1-07.15	SPCC PLAN	L.S.	1.00	\$ 500.00	\$ 500.00
4	1-09.7	MOBILIZATION	L.S.	1.00	\$ 40,000.00	\$ 40,000.00
5	1-10 SP	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$ 35,000.00	\$ 35,000.00
6	1-10 SP	FLAGGERS	HR	720.00	\$ 1.00	\$ 720.00
7	1-10 SP	UNIFORMED POLICE OFFICER	HR	96.00	\$ 45.00	\$ 4,320.00
8	8-01	EROSION/WATER POLLUTION CONTROL	L.S.	1.00	\$ 1,000.00	\$ 1,000.00
9	8-21 SP	PERMANENT SIGNING	L.S.	1.00	\$ 100,000.00	\$ 100,000.00
10	8-22	REMOVING PLASTIC CROSSWALK LINE	S.F.	1,500.00	\$ 5.80	\$ 8,700.00
11	8-22	REMOVING PLASTIC LINE	L.F.	3,655.00	\$ 4.20	\$ 15,351.00
12	8-22	REMOVING PLASTIC TRAFFIC MARKING	EACH	2.00	\$ 265.00	\$ 530.00
13	8-22 SP	PLASTIC BIKE ROUTE ON SIDEWALK SYMBOL (WHITE)	EACH	29.00	\$ 368.00	\$ 10,672.00
14	8-22 SP	PLASTIC BIKE SYMBOL - DRIVEWAY (WHITE)	EACH	1.00	\$ 900.00	\$ 900.00
15	8-22 SP	PLASTIC CROSSWALK MARKING (GREEN AND WHITE)	S.F.	2,625.00	\$ 24.00	\$ 63,000.00
16	8-22 SP	PLASTIC DOUBLE LINE (YELLOW)	L.F.	400.00	\$ 11.00	\$ 4,400.00
17	8-22 SP	PLASTIC BIKE LANE SYMBOL (WHITE)	EACH	1.00	\$ 1,000.00	\$ 1,000.00
18	8-22 SP	PLASTIC BIKE LANE STRAIGHT/LEFT TURN SYMBOL (WHITE)	EACH	2.00	\$ 1,000.00	\$ 2,000.00
19	8-22 SP	PLASTIC BIKE LANE LEFT/RIGHT TURN ARROW SYMBOL (WHITE)	EACH	1.00	\$ 1,000.00	\$ 1,000.00

ITEM NO.	REF SPEC	ITEM DESCRIPTION	UNIT	BID QTY	UNIT PRICE	TOTAL AMOUNT
20	8-22 SP	PLASTIC BIKE LANE LEFT/STRAIGHT/RIGHT TURN ARROW SYMBOL (WHITE)	EACH	2.00	\$ 1,000.00	\$ 2,000.00
21	8-22 SP	PLASTIC SHARROW STRAIGHT SYMBOL (WHITE)	EACH	13.00	\$ 1,000.00	\$ 13,000.00
22	8-22 SP	PLASTIC SHARROW STRAIGHT SYMBOL (WHITE ON GREEN BACKGROUND)	EACH	18.00	\$ 1,000.00	\$ 18,000.00
23	8-22 SP	PLASTIC SHARROW LEFT TURN SYMBOL (WHITE ON GREEN BACKGROUND)	EACH	1.00	\$ 2,575.00	\$ 2,575.00
24	8-22 SP	PLASTIC SHARROW RIGHT TURN SYMBOL (WHITE)	EACH	1.00	\$ 1,100.00	\$ 1,100.00
25	8-22 SP	PLASTIC SHARROW RIGHT TURN/STRAIGHT SYMBOL (WHITE)	EACH	1.00	\$ 1,100.00	\$ 1,100.00
26	8-22 SP	PLASTIC SHARROW LEFT/RIGHT TURN SYMBOL (WHITE)	EACH	1.00	\$ 1,100.00	\$ 1,100.00
27	8-22 SP	PLASTIC SHARROW LEFT/STRAIGHT/RIGHT TURN SYMBOL (WHITE)	EACH	1.00	\$ 1,100.00	\$ 1,100.00
28	8-22 SP	PLASTIC SHARROW LEFT/STRAIGHT/RIGHT TURN SYMBOL (WHITE ON GREEN BACKGROUND)	EACH	1.00	\$ 4,045.00	\$ 4,045.00
TOTAL BID AMOUNT						363,113.00



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 Drawings and Specifications and at the unit prices bid in the Bid Schedule, unless such schedule designates lump sum bids, or force account items.

[illegible]

Dated at: Seattle, WA Date: 10/23/23

Local Agency Name
Local Agency Address

## Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Citywide Bicycle Wayfinding COE PW #3786

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name n/a  
Work to be performed

Subcontractor Name  
Work to be performed

Subcontractor Name  
Work to be performed

Subcontractor Name  
Work to be performed

Subcontractor Name  
Work to be performed

\* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

DOT Form 271-015A  
Revised 08/2020

CITY OF EVERETT - CITYWIDE BICYCLE WAYFINDING  
STATE FUND# HLP-BP21(014)  
WO#3786

September 25, 2023

## RCW 35.22.650 CERTIFICATION

### City of Everett Disadvantaged/Women's Business Enterprise Form

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: 30% [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 10% [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*
Metro	1900 W Nickerson St Suite 116-224 Seattle	Traffic Control	D2F0021643
Always Active Services (Prime)	321 NE 60th St Seattle WA	General, Traffic control, labor	D2F0027751

\*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: 10/23/23

**Failure to return this Declaration as part of the bid proposal package  
will make the bid nonresponsive and ineligible for award.**

## **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of  
perjury under the laws of the United States that the following  
statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

## **NOTICE TO ALL BIDDERS**

To report 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.

DOT Form 272-0381 EF  
07/2011

## BID GUARANTY

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

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



Signature

## BID BOND

Bond No. Bid

Project Citywide Bicycle Wayfinding

W.O. # #3786

KNOW ALL MEN BY THESE PRESENTS,

that Always Active Services LLC [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 Merchants National Bonding, Inc. [Surety], a corporation organized under the laws of the State of Iowa 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 of the Total Bid Amount and 00/100's Dollars (\$ 5% of the Total Bid ), 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:

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 Agreement 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 Agreement 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 at their respective addresses shown on the face of this Bond. 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, 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

Always Active Services LLC (seal)

Bidder's Name and Corporate Seal

By: Carl L. owner 10/24/23

Signature, Title, and Date

Address: 321 NE 60th St, Seattle, WA 98115

Attest: S. S. owner 10/24/23

Signature, Title and Date Sam Franks

SURETY

Merchants National Bonding, Inc. (seal)

Surety's Name and Corporate Seal

By: Katharine J Snider 10/24/2023

Signature, Title, and Date Katharine J Snider, Attorney-in-Fact

Address: 3120 139th Ave SE, Bellevue, WA 98005

Attest: Cynthia L. Jay 10/24/2023

Signature, Title and Date Cynthia L. Jay, Witness



**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,

Aliceon A Keltner; Alyssa J Lopez; Amelia G Burill; Annelies M Richie; Brandon K Bush; Brent E Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L Jay; Eric A Zimmerman; Holli Albers; James B Binder; Jamie L Marques; Julie R Truitt; Justin Dean Price; Katharine J Snider; Lindsey Elaine Jorgensen; Lois F Weathers

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.

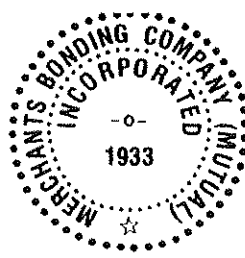
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 24th day of October, 2023.



*William Warner Jr.*  
Secretary

## PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT



APWA-WA Division 1 Committee

rev. 1/8/2016

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### Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 8 percent.

*Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.*

Bidder:

Always Active Services

Signature of Authorized Official:

[Signature]

Date:

10/23/23

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This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

### Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**October 24, 2023**), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Always Active Services

Bidder's Business Name

[Signature]

Signature of Authorized Official\*

Amanda Schnee

Printed Name

owner CFO

Title

10/23/23

Date

Seattle

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☒ Joint Venture ☐ Corporation ☐

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

Washington

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

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











**END OF ATTACHMENT TO CONTRACT**

# 3786 Citywide Bicycle Wayfinding Contract\_TL\_FINAL FOR SIGNATURE

Final Audit Report2024-02-16


Created:	2023-12-08
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG6s10j_bmPtwcPY6y6o-BpoU1YKR8FVJ

## "3786 Citywide Bicycle Wayfinding Contract\_TL\_FINAL FOR SIGNATURE" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Document emailed to Christina Curtis (ccurtis@everettwa.gov) for approval  
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-  Signer alwaysactiveservices@gmail.com entered name at signing as Amanda Schnee  
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 Agreement completed.

2024-02-16 - 6:41:31 PM GMT