

**SECTION 00 5213****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 Lincoln Construction, Inc. (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: “Port Gardner Storage Facility – Demolition Package” (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 to PDF	<a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1643860&amp;searchid=91511a09-159e-4bc1-8f3b-1a75e69b163a&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1643860&amp;searchid=91511a09-159e-4bc1-8f3b-1a75e69b163a&amp;dbid=0</a> This is a 1084-page pdf digitally signed by City of Everett 2024.02.02 10:08:24-08’00’
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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 of the Work shall be achieved within one hundred forty (140) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within Thirty (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:

	\$2,767,827.00
+ WA Sales Tax (as applicable)	\$274,014.87
Contract Sum	\$3,041,841.87

This is based on the proposal/bid submitted by Contractor dated December 19, 2023. A copy of this proposal/bid 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.

**5. Withholding.** Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the

Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

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

**7. 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.

**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. 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.

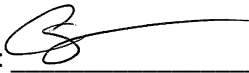
**8. Repair of Damage.** The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

**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:


02/20/2024  
Date

  
Office of the City Clerk

STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
(10.31.23)

**CONTRACTOR:**

**LINCOLN CONSTRUCTION, INC.**

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

Typed/Printed Name of Signer: Jeff Tiegs

Title of Signer: President

Date: 02/08/2024

WO# UP-3525

**ATTACHMENT TO CONTRACT**

**SECTION 00 41 13 - BID FORM**

**1.1 BIDDER INFORMATION**

A. Project Title: Port Gardner Storage Facility – Demolition Package

B. Project No.: WO# UP-3525

C. Date: December 29, 2023

D. Submitted by: Lincoln Construction Inc

Type text here

E. Company Name and Address

Lincoln Construction Inc  
11803 101st Ave E Suite 201  
Puyallup, WA 98373

**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.

B.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
1.	Mobilization and Demobilization	Lump Sum	1	N/A	<u>\$100,000.00</u>
2.	Demolition Work and Miscellaneous Improvements	Lump Sum	1	N/A	<u>\$1,553,625.00</u>
3.	Area 35 and Area 55 Disbonded Topping Slab Repair and Replacement	Square Feet	6500	<u>\$24.25</u>	<u>\$157,625.00</u>

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
4.	Pipeline Cleaning and Inspections	Lump Sum	1	N/A	\$ <u>70,000.00</u>
5.	Temporary Site Power and Lighting	Lump Sum	1	N/A	\$ <u>300,000.00</u>
6.	Contaminated Soil Removal, Disposal and Replacement	Ton	100	\$ <u>200.00</u>	\$ <u>20,000.00</u>
7.	Hazardous Waste Materials Removal and Disposal	Lump Sum	1	N/A	\$ <u>15,000.00</u>
8.	Temporary Erosion and Sediment Control	Lump Sum	1	N/A	\$ <u>25,000.00</u>
9.	Trench Safety System	Lump Sum	1	N/A	\$ <u>3,000.00</u>
10.	Temporary Fencing	Linear Foot	537	\$ <u>45.00</u>	\$ <u>24,165.00</u>
11.	Force Account (Section 00 72 00)	-	N/A	N/A	\$500,000
				SUBTOTAL	\$ <u>2,767,827.00</u>
			Washington State Sales Tax @ 9.9%		\$ <u>274,014.87</u>
				TOTAL BID	\$ <u>3,041,841.87</u>

### 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.
  2. 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. Submit to the City in pdf format within 14 calendar days of receipt of Notice of Award the certificate of insurance and additional insured endorsements in accordance with the Contract Documents.
  4. 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 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:
1. 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 No.....1....., dated ..12/8/2023.....

Addendum No.....2....., dated ..12/12/2023.....

Addendum No....., dated ..

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.

1.7 DESIGNATED/AUTHORIZED REPRESENTATIVE

- A. Bidder designates Jeff Tiegs of its office to which notice of acceptance of this Bid may be mailed, emailed or delivered.
- B. City may provide notice of any kind to the Bidder using the email address Bidder provides below.
- C. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

1.8 INTERESTED PARTIES

- A. The full names and residences of all persons and parties interested in this Bid as principals are as follows:

B.	NAME	TITLE	ADDRESS
	<u>Jeff Tiegs</u>	<u>President</u>	<u>Puyallup, WA 98373</u>
	<u>Jamie Tiegs</u>	<u>V. President</u>	<u>Puyallup, WA 98373</u>

1.9 BID FORM SIGNATURES

- A. By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 72 00 – GENERAL CONDITIONS and certifies that coverage will be provided as required.

- B. 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 19th day of December, 2024

Name of Bidder: Lincoln Construction Inc

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Puyallup, WA

Title: President

Phone: (253) 847.6414

State of Incorporation Washington Contractor's License No. LINCOCI156JH

Washington State 600 536 695

Email address of Bidder's authorized Agent:

jeff.tiegs@lincolnnw.com

END OF SECTION 00 41 13

**SECTION 00 43 36 - PROPOSED SUBCONTRACTORS FORM**

1. 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".
2. Bidder shall not list more than one Subcontractor for each category of Work identified, unless Subcontractors vary with Bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
3. **Bidder's Bid shall be deemed 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.

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" MUST be stated	NO WORK
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" MUST be stated	PIPE CONSTRUCTION 19431 SE 336TH ST AUBURN WA 98092

Type/Scope of Work	Name and Address of Subcontractor or Bidder
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" <b>MUST</b> be stated	EC Electric 981 Powell ave SW Renton
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	LINCOLN CONSTRUCTION 11803 - 101ST AVE E Puyallup WA 98373
REBAR INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	LINCOLN CONSTRUCTION 11803 - 101ST AVE E Puyallup WA 98373

END OF SECTION 00 43 36



SECTION 00 43 13 - BID SECURITY FORM

BID SECURITY/DEPOSIT

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. N/A

Project: 2023 Port Gardner Storage Facility - Demolition Package

Project No. WO #UP-3525

KNOW ALL MEN BY THESE PRESENTS,

that Lincoln Construction, Inc. [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 United Fire & Casualty Company [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 (5%) of the Total Amount Bid and       /100's Dollars (\$      ), 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.

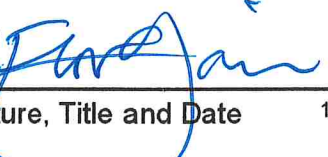
NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to pay and forfeit to the City the amount of this bond as provided herein, upon the conditions contained herein, unless the conditions for release contained herein are satisfied or expressly waived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

It is expressly understood and agreed that:

- A. 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.
- B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding documents the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents.
- C. This obligation shall be null and void if:
  - 1. The 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 the City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or
  - 2. All bids are rejected by the City.
- D. 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.
- E. 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 the 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

J. 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.

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

BIDDER	SURETY
Lincoln Construction, Inc. _____ Bidder's Name	United Fire & Casualty Company _____ Surety's Name and Corporate Seal (seal)
By:  _____ Signature, Title, and Date 12/19/2023	By:  _____ Signature, Title, and Date 12/19/2023 Alice Marie Poulin, Attorney-In-Fact
Address: 11803 101st Ave E, Suite 201 _____ Puyallup, WA 98373 _____	Address: 1011 E. Main Avenue, Suite 301 _____ Puyallup, WA 98372 _____
Attest:  _____ Signature, Title and Date 12/19/2023	Attest:  _____ Signature, Title and Date David E. Poulin, Witness 12/19/2023

END OF SECTION 00 43 13





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MICHAEL R HIGHSMITH, JENNIFER K HIGHSMITH, ALICE MARIE POULIN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

1st day of July, 2022

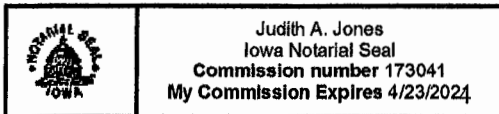
UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
Vice President



State of Iowa, County of Linn, ss:

On 1st day of July, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
Notary Public  
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
this 19th day of December, 2023.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC

## NON-COLLUSION AFFIDAVIT

**SECTION 00 45 39 – RCW 35.22.650 CERTIFICATION**

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

**RCW 35.22.650**

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

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

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

- I. Bidder confirms that it actively solicits employment of minority group members.  
Yes [yes or no]
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: 10% [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*
MASON CONTAINERS	2912 69TH AVE W UNIVERSITY PLACE	PAINT / PRESSURE WASHING	W2F0009506
LA NACIONAL	24911 SE 422ND ENUNCLAW 98022	CONCRETE FINISH	M5F0021968
SQR1 INC	3821 SOUTH RD MUKILTEO	ROOFING	W2F0028312

\*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: December 19, 2023

**END OF SECTION 00 45 39**

**SECTION 00 45 13 - BIDDER QUALIFICATION STATEMENT**

PROJECT NAME: Port Gardner Storage Facility – Demolition Package

CONTRACTOR'S  
COMPANY NAME: Lincoln Construction Inc

DATE: December 19, 2023

ADDRESS: 11803 101st Ave E Suite 201  
Puyallup, WA 98373

TELEPHONE: (253) 847.6414

The Bidder must document that the Bidder meets the Supplemental Responsibility Criteria in the Supplementary Instructions to Bidders (Section 00 22 13). The Bidder should provide additional sheets to fully describe referenced projects and experience.

1. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder must have successfully completed demolition and abatement of hazardous materials for at least three (3) buildings 10,000 sf in size within ten (10) years prior to bid opening. List the Similar Project's that show that Bidder has this experience.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
Washington Veterans Home Buildings 6 & 7 Demolition	2021	Dept. of Veterans Affairs	Port Orchard, WA	\$1,301,106.00

North Seattle College - 2023 (97% complete) Library Renovation		DES-NSC	Seattle	\$26,320,054.00
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Washinton MS Seismic Improvements	2021	Seattle Public Shools	Seattle	\$2,682,678.00
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Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Rafael Urena, PM		(360) 407.7924	rafael.urena@des.wa.gov
Gary Wendleken, PM		(360) 280.3960	gary.wendleken@des.wa.gov
Milton Huertas, PM		(206) 751.2094	mjhuertas@seattleschools.org

2. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's project manager for the Project must have successfully supervised demolition and abatement of hazardous waste materials for at least one (1) building 10,000 sf in size within ten (10) years prior to bid opening. List the project manager's name and projects that show that he or she has this experience.

Name: Tom Romberg

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
New Artondale Elementary	2022	Peninsula SD	Gig Harbor	\$29,770,677.00

Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Jesse Ahlberg, PM		(253) 686.6008	jesse@greenegasaway.com

3. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's superintendent for the Project must have successfully supervised demolition and abatement of hazardous materials for at least three (3) buildings 10,000 sf in size within ten (10) years prior to bid opening. List the superintendent's name and projects that show that he or she has this experience.

Name: Pat Grimm

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
NSC - Library Renovation	2023 (97% complete)	DES-NSC	Seattle	\$26,320,054.00

Washington MS Seismic Improvements	2021	Seattle P.S	Seattle	\$2,682,678.00
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South Seattle College Auto Tech Bldg	2022	DES - SSC	Seattle	\$17,960,005.00
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Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Gary Wendleken, PM		(360) 280.3960	gary.wendleken@des.wa.gov
Milton Huertas, PM		(206) 751.2094	mhuertas@seattleschools.org
Jonathan Martin		(360) 239.3350	jonathan.martin@des.ea.gov

4. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's principal foreman for the Project must have successfully supervised demolition and abatement of hazardous waste materials for at least one (1) building 10,000 sf in size within ten (10) years prior to bid opening. List the principal foreman's name and projects that show that he or she has this experience.

Name: Casey Neuman

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
South Seattle College Auto Tech Bldg	2022	DES-SSC	Seattle	\$17,960,005.00



Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Gary Wendleken, PM		360.280.3960	gary.wendleken@des.wa.gov

5. Name and title of person filling out form:

Jeff Tiegs	President
NAME	TITLE

END OF SECTION 00 45 13











# 3525 PGSF\_Demolition\_FINAL FOR SIGNATURE.SD


Final Audit Report

2024-02-20


Created:	2024-02-02
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcF3v-nU6h_wIT0nE-NNQvMmj1r_y6GHt

## "3525 PGSF\_Demolition\_FINAL FOR SIGNATURE.SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Document emailed to jeff.tiegs@lincolnnw.com for signature  
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-  Email viewed by jeff.tiegs@lincolnnw.com  
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 Agreement completed.

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