

CONTRACT #2024-035

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

1. Basic Provisions:

Request for Quotations (RFQ)	Overhead Door and Automatic Gate Inspection and Maintenance
Brief Description of Work	Annual and biannual maintenance on various types of overhead doors and automatic gates.
Contractor	Highland Arm Enterprises LLC
	14660 NE North Woodinville Way, Suite 100
	Woodinville, WA 98072
	skurskic@mydoorteam.com
City Project Manager	Douglas Acheson
	City of Everett – Parks & Facilities
	3200 Cedar Street
	Everett, WA 98201
Contract Documents	dacheson@everettwa.gov
	The following documents ("Contract Documents") are incorporated by reference and are hereby made a part of this Contract: this Contract document; RFQ and addenda thereto, including without limitation any Instructions, General Conditions, Specifications, Contractor Commitment and Information, Price Sheet(s), Certification of Compliance, Minority Business Certification, Contractor References, and any other document included in the RFQ; Work Orders; change orders; all provisions required by law, and the following document(s), if any: N/A Contractor's response to the RFQ is a Contract Document, but only to the extent it is responsive to the RFQ.

Contract Term	From April 1, 2024 to March 31, 2025
Extension Provision	Three (3) 1-year extensions
Contractor Insurance Contact Information	Alliant Insurance Services LLC
	914-220-5826
	elong@alliant.com

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

3. Contract Term/Options to Extend. The term of this Contract and any options to extend are as set forth the Basic Provisions.

4. Purchase Orders.

(a) Purchase Orders for Work. During the Contract term, the City will issue one or more purchase orders, each of which will operate as notice to proceed, but only for the Work specified in the purchase order. The Contractor will not undertake any Work that is not specified in a purchase order. In addition to specifying the Work to be completed, the purchase order will state the amount to be paid for the Work specified in the purchase order, which will be based on the unit prices in the Contract Documents or as such unit prices may be adjusted elsewhere in the Contract Documents. Upon receipt of the purchase order, the Contractor will begin the Work.

(b) Revised Purchase Orders. After issuance of a purchase order for Work, the City reserves the right at any time to issue one or more revised purchase orders, which change the Work under that purchase order. Revised purchase orders may result in an increase or decrease in compensation paid to the Contractor. These changes will be shown in the revised purchase orders. Such changes shall not invalidate the Contract, and the Contractor agrees to perform the Work as changed by the revised purchase orders. The Contractor shall not proceed with a change to the Work without a revised work order or other written directive from the City’s authorized representative.

5. Compensation. The basis for payment to Contractor will be the actual Work performed in accordance with the Contract Documents, and payments, whether partial or final, shall be made as specified therein. In no event shall the total amount paid Contractor exceed the amounts calculated as set forth in the Contract Documents for completed Work. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, 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, 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 ensure compliance with RCW Chap. 60.28.11. Retained amounts shall only be released as required by law if there are no claims against the retained funds. 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. Indemnification. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees, and agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents, or third persons in such suit. The Contractor's obligations under this Section 7 shall not apply to loss, claims, demands, suits, damage, or liability caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular loss, claim, demand, suit, damage, or liability, and (2) such loss, claim, demand, suit, damage, or liability is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City or its agents or employees, then the Contractor's obligations under this Section 7 shall apply only to the extent of Contractor's negligence. The City shall give Contractor reasonable notice of such claim. The City retains the right to approve claims investigation and counsel assigned to said claim, and all investigation and legal work regarding said claim shall be performed under a fiduciary relationship to the City.

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

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

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

11. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or quote, it became familiar with the conditions of the Work and (2) that it assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

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

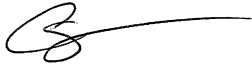
13. Effective Date. This Contract is effective as of the date of the last person to sign it and may be executed in multiple counterparts, each of which shall be deemed an original.

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

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

**CITY OF EVERETT
WASHINGTON**

HIGHLAND ARM ENTERPRISES LLC



Cassie Franklin, Mayor

Signature: *Kevin Spratt*

Name of Signer: Kevin Spratt

Signer's Email Address: sprattk@mydoorteam.com

Title of Signer: CEO

04/01/2024

Date

ATTEST



Office of the City Clerk



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

PERFORMANCE BOND

Bond No.: 800155043

The City of Everett has awarded to Highland Arms Enterprises
DBA Precision Door Service (Principal), a contract for the construction of the project designated as Overhead Door and Automatic Gate Inspection and Maintenance, Project No. 2024-035, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Atlantic Specialty Insurance Company (Surety), a corporation organized under the laws of the State of New York and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of fifty two thousand four hundred sixty six & 92/100 US Dollars (\$ 52,446.92), which is the Contract Price, subject to the provisions herein.

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

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

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

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

PRINCIPAL Highland Arms Enterprises, LLC
DBA Precision Door Service

Ashley Owen

Printed Name: Ashley Owen

Title: President

SURETY Atlantic Specialty Insurance Company

Eamonn T. Long

Printed Name: Eamonn T. Long

Title: Attorney in Fact

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

Local Office/ Agent of Surety:

Name: _____

Address: _____

Phone Number: _____

Email: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Eamonn T. Long, Brenda L. Patterson, Jeri Russell, Victoria L. Ernest**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

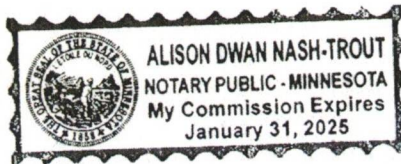


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19 day of March, 2024



This Power of Attorney expires
January 31, 2025


Kara L.B. Barrow, Secretary

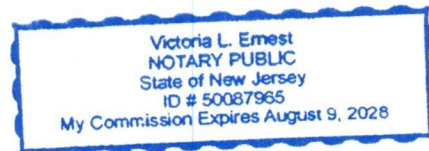
ACKNOWLEDGEMENT OF SURETY

State of New Jersey

County of Bergen

On March 19 2024 before me personally came Eamonn T. Long to me known, who being by me duly sworn, did depose and say that he resides in Rye, NY, that he is the Attorney in Fact of Atlantic Specialty Insurance Company the corporation described in and which executed the above instrument; and the he signed his name thereto by order of the Board of Directors of said corporation.


Victoria L. Ernest
Notary Public













2024-035 Overhead Door Maintenance_032724_SD

Final Audit Report

2024-04-01

Created:	2024-03-29
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzm99RHWmgyzsL8AckQ97d32t2OWIXDPx

"2024-035 Overhead Door Maintenance_032724_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-03-29 - 4:08:52 PM GMT
-  Document emailed to Jenny Chang (JCHANG@EVERETTWA.GOV) for approval
2024-03-29 - 4:09:32 PM GMT
-  Email viewed by Jenny Chang (JCHANG@EVERETTWA.GOV)
2024-03-29 - 4:13:31 PM GMT
-  Document approved by Jenny Chang (JCHANG@EVERETTWA.GOV)
Approval Date: 2024-03-29 - 4:13:46 PM GMT - Time Source: server
-  Document emailed to sprattk@mydoorteam.com for signature
2024-03-29 - 4:13:47 PM GMT
-  Email viewed by sprattk@mydoorteam.com
2024-03-29 - 4:36:29 PM GMT
-  Document signing delegated to Ashley Owen (owena@mydoorteam.com) by sprattk@mydoorteam.com
2024-03-29 - 4:59:57 PM GMT
-  Document emailed to Ashley Owen (owena@mydoorteam.com) for signature
2024-03-29 - 4:59:57 PM GMT
-  Email viewed by Ashley Owen (owena@mydoorteam.com)
2024-03-29 - 5:15:29 PM GMT
-  Email viewed by Ashley Owen (owena@mydoorteam.com)
2024-03-31 - 4:33:40 PM GMT



Document e-signed by Ashley Owen (owena@mydoorteam.com)

Signature Date: 2024-03-31 - 4:34:04 PM GMT - Time Source: server



Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval

2024-03-31 - 4:34:05 PM GMT



Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2024-03-31 - 9:42:43 PM GMT



Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2024-03-31 - 9:42:56 PM GMT - Time Source: server



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

2024-03-31 - 9:42:57 PM GMT



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

2024-04-01 - 3:38:39 PM GMT



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

Signature Date: 2024-04-01 - 3:39:20 PM GMT - Time Source: server



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

2024-04-01 - 3:39:21 PM GMT



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

Signature Date: 2024-04-01 - 3:40:01 PM GMT - Time Source: server



Agreement completed.

2024-04-01 - 3:40:01 PM GMT