



CITY OF EVERETT, WASHINGTON  
ON-CALL CONTRACT #2024-014

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

1. Basic Provisions:

<b>Solicitation Name</b>	Guardrail Repairs
<b>Brief Description of Work</b>	Guardrail repairs to existing infrastructure throughout the city to protect against loss of property, public safety, or safety for the environment.
<b>Contractor</b>	Petersen Brothers, Inc.
	2008 East Valley Highway East
	Sumner, WA 98390
	ron@petersenbrothers.com
<b>City Project Manager</b>	Drew Martin
	City of Everett – Public Works
	3200 Cedar Street
	Everett, WA 98201
<b>Contract Documents</b>	The following documents (“Contract Documents”) are incorporated by reference and are hereby made a part of this Contract: this Contract document; Invitation for Quote and addenda thereto, including without limitation any Instructions, General Conditions, Specifications, Contractor Commitment and Information, Price Sheet, Certification of Compliance, Minority Business Certification, Contractor References, and any other document included in the Invitation to Quote; Work Orders; change orders; all provisions required by law, and the following document(s), if any:
	N/A
	Contractor’s response to the solicitation is a Contract Document, but only to the extent it is responsive to the solicitation.

<b>Contractor Insurance Contact Information</b>	Sue Martin
	253-625-7134
	suem@hentschell.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. This Contract is an on-call contract under RCW 35.22.620(11), and the Contract Documents will be interpreted and applied so that the City and Contractor are in compliance with that statute.

2. Contract Term. In compliance with RCW 35.22.620(c), the term of this Contract is three (3) years starting on the Effective Date. The City has an option to extend the Contract Term by one (1) year. The City may exercise this option by deliver of a written notice no later than the end of the Contract Term.

3. Work Orders.

(a) Work Orders for Work. During the Contract Term, the City will issue work orders to the Contractor for items of Work. A work order will operate as notice to proceed only for the Work specified in the work order. The Contractor will not undertake any Work that is not specified in a work order. In addition to specifying the Work to be completed, a work order will state the amount to be paid for the Work specified in the work order, which will be based on the unit prices in Form 3.02 or as such unit prices may be adjusted elsewhere in the Contract Documents. A work order will state a reasonable number of days allowed for completion of the Work specified in the work order. Upon receipt of the work order, the Contractor will begin the Work specified in the work order and shall complete such Work within the number of days stated in the work order. If a purchase order is issued for Work under this Contract, it is only a Work Order. Such purchase order’s pre-printed terms and conditions are not part of the Contract.

(b) Revised Work Orders. After issuance of a work order for Work, the City reserves the right at any time to issue one or more revised work orders, changing the Work under that work order. Revised work orders may result in an increase or decrease in compensation paid to the Contractor or in the time allowed for the Contractor to do

the Work. These changes will be shown in the revised work orders. Such changes shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as changed by the revised work orders. The Contractor shall not proceed with a change to the Work without a revised work order or other written directive from the City.

- (c) No Guarantee by City as to Amount or Combination of Work. The City does not guarantee any specific amount of Work will be given to Contractor under this Contract. Issuance of work orders is at the City's sole discretion. The City reserves the right to issue no work orders at all. The City also does not guarantee that work orders will combine Work in ways that are advantageous to the Contractor. The City reserves the right to issue work orders on a piecemeal basis, issuing multiple work orders with single Work items. Such piecemealing does not affect the unit prices and does not affect the Contractor's obligation to complete the Work as set forth in such work orders.
- (d) Unit Prices Fixed Regardless of Number of Units Ordered. The line item unit prices in Form 3.02 are fixed regardless of the number of line items actually ordered by the City. Adjustments to unit prices are governed solely by Section 2.16, Pricing Adjustments. The estimated quantities of line items in Form 3.02 are only for bidding convenience and actual quantities ordered by the City may vary from such estimates.

4. Compensation. The basis for payment to the Contractor 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. Although the City will pay the Contractor for all Work completed in accordance with the Contract, this Contract guarantees no specific amount of Work, as the amount of Work under this Contract is dependent on the City issuance of work orders, which is at the City's sole discretion. In no event shall the total amount paid Contractor exceed the amounts calculated by the unit prices in Form 3.02 (or as such unit prices may be adjusted elsewhere 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, 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 ensure to comply with RCW Chapter 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. Disadvantaged Business Enterprises. Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees and agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents or third persons in such suit. The Contractor's obligations under this Section 8 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 8 shall apply only to the extent allowed by RCW 4.24.115. 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.

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

10. Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount

of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts.

Contractor's and City's initials 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.

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

12. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or 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 which may arise from any cause whatsoever prior to completion.

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

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

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

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

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

**CITY OF EVERETT  
WASHINGTON**

**PETERSEN BROTHERS, INC.**



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

Signature:     *Ron Petersen*    

Name of Signer: Ronald G. Petersen

Signer's Email Address: ron@petersenbrothers.com

Title of Signer: President

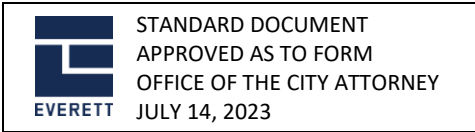
04/10/2024

\_\_\_\_\_  
Date

ATTEST



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



PERFORMANCE BOND

Bond No.: 1077426

The City of Everett has awarded to Petersen Brothers, Inc. (Principal), a contract for the construction of the project designated as Guardrail Repairs, Project No. 2024-014, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and The Hanover Insurance Company (Surety), a corporation organized under the laws of the State of New Hampshire 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 Two Hundred Thirty Five Thousand Three Hundred Ninety and 90/100 US Dollars (\$235,390.90), which is the Required Bond Amount, 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 Petersen Brothers, Inc.

SURETY The Hanover Insurance Company



Printed Name: RONALD G. PETERSEN

Printed Name: Julie Craker

Title: PRESIDENT

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: Hentschell & Associates, Inc.

Address: 1436 S. Union Avenue, Tacoma, WA 98405

Phone Number: (253) 272-1151

Email: juliec@hentschell.com

PAYMENT BOND

Bond No. 1077426

The City of Everett has awarded to Petersen Brothers, Inc. (Principal), a contract for the construction of the project designated as Guardrail Repairs, Project No. 2024-014, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and The Hanover Insurance Company (Surety), a corporation organized under the laws of the State of New Hampshire 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

Two Hundred Thirty Five Thousand Three Hundred Ninety and 90/100 US Dollars (\$235,390.90), which is the Required Bond Amount, subject to the provisions herein.

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

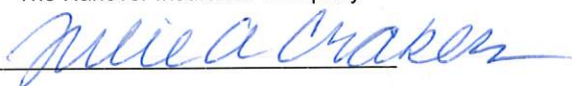
The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or the subcontractors or lower-tier subcontractors of the Principal) to pay all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

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

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

PRINCIPAL Petersen Brothers, Inc.

SURETY The Hanover Insurance Company



Printed Name: RONALD G. PETERSEN

Printed Name: Julie Craker

Title: PRESIDENT

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: Hentschell & Associates, Inc.

Address: 1436 S. Union Avenue, Tacoma, WA 98405

Phone Number: (253) 272-1151

Email: juliec@hentschell.com



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Julie Craker, Joanne Reinkensmeyer, Thomas P. Hentschell, Brad Roberts &/or Janet Pudlits**  
Of **Hentschell & Associates, Inc., Tacoma, WA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31<sup>st</sup> day of July, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

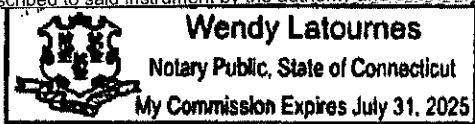
*James H. Kawiecki*  
James H. Kawiecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Joellen M. Mendoza*  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 31<sup>st</sup> day of July 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latournes*  
Wendy Latournes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22<sup>nd</sup> day of March, 2024

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John Rowedder*  
John Rowedder, Vice President

PERFORMANCE BOND

Bond No.: 1077426

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The Principal, and The Hanover Insurance Company (Surety), a corporation organized under the laws of the State of New Hampshire 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 Two Hundred Thirty Five Thousand Three Hundred Ninety and 90/100 US Dollars (\$235,390.90), which is the Required Bond Amount, 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 Petersen Brothers, Inc.  


Printed Name: RONALD G. PETERSEN

Title: PRESIDENT

SURETY The Hanover Insurance Company



Printed Name: Julie Craker

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: Hentschell & Associates, Inc.  
Address: 1436 S. Union Avenue, Tacoma, WA 98405  
Phone Number: (253) 272-1151  
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PAYMENT BOND

Bond No. 1077426

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The Principal, and The Hanover Insurance Company (Surety), a corporation organized under the laws of the State of New Hampshire 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 Two Hundred Thirty Five Thousand Three Hundred Ninety and 90/100 US Dollars (\$235,390.90), which is the Required Bond Amount, subject to the provisions herein.

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

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PRINCIPAL Petersen Brothers, Inc.

SURETY The Hanover Insurance Company



Printed Name: RONALD G. PETERSEN

Printed Name: Julie Craker

Title: PRESIDENT

Title: Attorney-in-Fact

<p>STANDARD BOND FORM OFFICE OF THE CITY ATTORNEY APPROVED AS TO FORM APPROVED AS TO CITY CHARTER § 4.1</p>	<p>Local Office/ Agent of Surety: Name: <u>Hentschell &amp; Associates, Inc.</u> Address: <u>1436 S. Union Avenue, Tacoma, WA 98405</u> Phone Number: <u>(253) 272-1151</u> Email: <u>juliec@hentschell.com</u></p>
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THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Julie Craker, Joanne Reinkensmeyer, Thomas P. Hentschell, Brad Roberts &/or Janet Pudists**

Of **Hentschell & Associates, Inc., Tacoma, WA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31<sup>st</sup> day of July, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

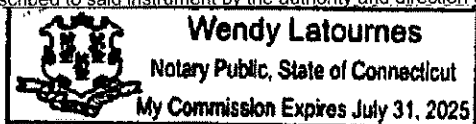
*James H. Kawlecki*  
James H. Kawlecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Joellen M. Mendoza*  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 31<sup>st</sup> day of July 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latournes*  
Wendy Latournes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22<sup>nd</sup> day of March, 2024

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John Rowedder*  
John Rowedder, Vice President












# 2024-014 Guardrail Repairs\_040124\_SD

Final Audit Report

2024-04-10

Created:	2024-04-05
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5V2-x34HMmqTDQGAUMs44dJ5-TswrTP1

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-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Document emailed to Jenny Chang (JCHANG@EVERETTWA.GOV) for approval  
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-  Email viewed by Jenny Chang (JCHANG@EVERETTWA.GOV)  
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 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

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 Document e-signed by Ashleigh Scott (ascott@everettwa.gov)

Signature Date: 2024-04-10 - 5:11:02 PM GMT - Time Source: server

 Agreement completed.

2024-04-10 - 5:11:02 PM GMT