#### CITY OF EVERETT, WASHINGTON

#### CONTRACT

THIS CONTRACT is made and entered into by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington, (the "City") and <u>Lakeside Industries, Inc.</u>, (the "Contractor").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Plans entitled: "2024 Pavement Maintenance Overlay" (the "Project").

**1. Contract Documents**. This Contract is the written agreement signed between the City and Contractor and includes Division C – CONTRACT, Division P - PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project, all of which are referred to as the "Contract Documents" and all of which are hereby incorporated by reference. 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	https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1696240&searchid=ae6359e9- 76b7-4de0-bad7-2091d62a1968&dbid=0
	This is a 277-page pdf digitally signed by City of Everett 2024.5.03 08:24:50-07'00'

Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

**2. Time for Completion**. Substantial completion for both Schedule A (Base Bid) and Schedule B (Bid Additive) shall be achieved within **forty-nine (49)** working days after the effective date of the Notice to Proceed. Physical completion shall be within **ten (10)** working days of 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 completion date stated. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages as computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, for each and every working day required to accomplish substantial completion of the work in excess of the period established above for substantial completion. For overruns in contract time occurring after the physical completion date, liquidated damages shall be assessed at the rate computed in Section 1-08.9 of the Standard Specifications, as may be of the Standard Specifications, as may be and the physical completion date, liquidated damages shall be assessed at the rate computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, as may be amended by the Special Provisions, as may be amended by the Special Provisions, until the work is physically complete.

**4. Contract Amount.** The amount of this Contract is  $\frac{52,540,916.30}{2}$  and is based on the proposal/bid submitted by Contractor dated <u>April 9, 2024</u>. A copy of the 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.

**5. Withholding.** Except as provided by RCW 60.28.011(1)(b), 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) 60 days after completion of all contract work if there are no claims against retained funds. In cases where all contract work other than landscaping is completed, retained amounts other than the five percent earned

for landscaping, shall be released within 60 days of completion as may be required by applicable law. Within 30 days of accepting a retainage bond, the bonded portion of the retained funds shall be released as may be required by applicable law.

**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 of or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify 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 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.

**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.

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

#### [Remainder of Page Intentionally Left Blank]

#### CITY OF EVERETT WASHINGTON

Ву: <

Cassie Franklin, Mayor

ATTEST:

05/15/2024

Date

Mainm

Office of the City Clerk

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

**CONTRACTOR:** Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation	LAKESIDE INDUSTRIES, INC.
Limited Liability Company	Taime Lee
Partnership	By: Signature
	Typed/Printed Name of Signer: Jaime Lee
	Title of Signer: President
	Date: 05/09/2024
Sole Proprietorship	
	[Typed/Printed Name]
	Signature
	Date:

#### **CITY OF EVERETT, WASHINGTON**

#### CONTRACT PROVISIONS

#### 2024 PAVEMENT MAINTENANCE OVERLAY

#### WORK ORDER #3823

**BID PROPOSAL** 

To the City Council Everett, Washington

The undersigned bidder declares that they have carefully examined the Plans and Specifications, Notice to Contractors, Instructions to Bidders, Standard Specifications, Special Provisions, Appendices, Proposal, and Contract for \*the construction of up to 9,119 tons of Hot Mix Asphalt, Class ½-inch, PG 64-22, two inches (2") thick, on selected City Streets, including grinding, utility adjustments, such as manhole, catch basin, inlet, valve box, monument case and cover, striping, channelization, traffic induction loops, traffic camera\* and other such work as may be necessary, in accordance with the Specifications, as shown on the Plans. The undersigned bidder declares that it has made such investigations as are necessary to determine the conditions to be encountered, and that if this Proposal is accepted the undersigned bidder will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and will furnish all labor and materials as specified in the Contract, or called for in the plans, or necessary to complete the work in the manner herein specified and according to the requirements of the Engineer.

The undersigned bidder certifies that this Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned below, and no officer or employee of the City of Everett is personally or financially interested, directly or indirectly, in the Proposal or in any purchase of or sale of any materials or supplies for the work to which it relates, or any portion of the profits thereof.

The undersigned bidder agrees that it will complete the work, from the date of written Notice to Proceed in all respects, within \*forty-one (41) working days for the base bid (Schedule A) with each selected bid additive adding the following working days: Schedule B add eight (8) working days. The number of working days shall be assigned based on the selected schedules at the sole discretion of the City of Everett after bids are opened. If the bidder does not complete the work in the specified working days after written Notice to Proceed, the bidder will pay liquidated damages to the City in the amount specified in the Contract.

Accompanying this Proposal is a bid bond or certified check or cashier's check in the amount of five percent (5%) of the Proposal according to the conditions of the "Notice to Contractors" and the Standard Specifications, the Special Provisions, and the "Instructions to Bidders" hereby attached. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute the Contract and provide the required bonds as stated in the Instructions to Bidders hereto attached, within twenty (20) calendar days after the award date, then the City may, at its option, determine that the undersigned has abandoned the Contract and thereupon this Contract shall be null and void and the amount of the bid bond or certified check or cashier's check accompanying this Proposal shall be forfeited and become the property of the City of Everett, Washington.

2024 Pavement Maintenance Overlay PW# 3823

This page intentionally left blank

e .\$\*

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.

### BID SCHEDULES, 2024 Pavement Maintenance Overlay WO# 3823

		BIDDER					
Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PR	ICE	TOTAL AMOU	NT
Base Bid - Schedule A							
A1	Mobilization	LS	1	\$ <u>112,500</u>	.00	\$ <u>112,500</u>	,00
A2	Flaggers (Minimum Bid Prevailing Wage)	Hour	4,147	\$ <u>72</u>	.00	\$ <u>298,584</u>	00
A3	Uniformed Police Officer	Hour	310	\$ <u>160</u>	,00	\$ <u>49,600</u>	.00
A4	Project Temporary Traffic Control	LS	1	<u>\$</u> 83,000	.00	\$_83,000	.00
A5	Portable Changeable Message Sign	Hour	1,828	\$ <u>4</u>	00	\$ <u>7,312</u>	<u>,00</u>
A6	Planing Bituminous Pavement	SY	73,177	\$ <u>3</u>	.60	\$ <u>263437</u>	.20
A7	Additional Planing Bituminous Pavement	SY	10,977	\$ <u>0</u>	.10	\$ <u>1,097</u>	,70
A8	HMA Class 1/2 Inch, PG 64-22	Ton	8,966	\$ <u>107</u>	.00	\$ <u>959,362</u>	.00
A9	Street Cleaning	HR	180	\$ <u>240</u>	<u>, 00</u>	\$ <u>43,200</u>	.00
A10	Adjust Manhole	Each	42	\$ <u>57</u>	.00	\$_2,394	.00
A11	Adjust Catch Basin/Inlet to Grade	Each	78	\$ <u>57</u>	.00	\$_4,446	.00
A12	Adjust Valve Box to Grade	Each	55	\$ <u>57</u>	.00	\$ <u>3,135</u>	.00
A13	Adjust Existing Monument Castings to Grade	Each	16	\$ <u>57</u>	.00	\$ <u>912</u>	.00
A14	Plastic Wide Line	LF	35,638	\$ <u>4</u>	.60	\$ <u>163,934</u>	.80
A15	Plastic Line	<u>LF</u>	46,428	\$ <u>2</u>	. <u>30</u>	\$ 106,784	.40
A16	Plastic Traffic Arrow	Each	46	\$ <u>460</u>	.00	\$ <sup>21,160</sup>	.00
A17	24" Plastic Crosswalk Line	SF	3,320	\$ <u>11</u>	.50	\$ 38,180	<u>, 00</u>
A18	24" Plastic Stop Line	LF	356	\$ <sup>18</sup>	<u>,00</u>	\$ 6,408	.00
A19	Plastic Traffic Letter	Each	26	\$ <sup>230</sup>	.00	\$_5,980	.00
A20	24" Plastic Green Bike Lane Extension Line	SF	468	\$ <sup>25</sup>	.00	\$ <u>11,700</u>	.00
A21	Plastic Access Parking Space Symbol	Each	1	\$ <sup>635</sup>	.00	\$ <sup>635</sup>	<u>,</u> 00

BIDDER: Lakeside Industries, Inc.

2024 Pavement Maintenance Overlay PW# 3823

e P

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

A22	Painted Curb	LF	1,630	\$ <sup>3</sup>	.50	\$ <sup>5,705</sup>	,00
A23	Plastic Bicycle Lane Symbol	Each	37	\$_ <sup>345</sup>	.00	\$_12,765	00
A24	Plastic Bicycle Detector Symbol	Each	1	<u>\$</u> 635	.00	\$ <sup>635</sup>	.00
A25	Raised Pavement Markers, Type 2	Hund	6	\$ <u>1,125</u>		\$ <u>6,750</u>	.00
A26	Temporary Pavement Markings	LF	85,285	\$ <u>0</u>	.90	\$ <u>76,756</u>	
A27	Vehicle Loop Detectors	LF	4,150	\$ <u>37</u>	.00	\$_153,550	.00
A28	Video Detection System	LS	1	\$ 23,000	00	\$ 23,000	,00
A29	Spill Prevention Control Plan	LS	1	\$ 520	.00	\$ 520	,00
A30	Resolve Above Ground Conflicts	Est	1	\$5,00	0.	\$	5,000
-		Est	1	\$7,00		\$	
A31	Erosion/Water Pollution Control					\$	14,000
A32							
-		Baca Bid	_ Schad	ula A Sui	htotal	¢ 2,489,443	60
- - -		Base Bid	– Sched	ule A, Sul	btota/	\$ 2,489,443	. <u></u>
-		Base Bid		ule A, Sul	btota/	\$ <u>2,489,443</u>	.60
Item No.	ITEM DESCRIPTION	Base Bid	- <i>Sched</i> Bid Qty	ule A, Sul		1	.60 AMOUNT
Item No.			Bid			1	
Item No.	ITEM DESCRIPTION		Bid			1	
Item No. Bid Ad	ITEM DESCRIPTION dditive - Schedule B	Unit	Bid Qty	UNIT P	RICE	TOTAL	AMOUNT
Item No. Bid Ad B1	ITEM DESCRIPTION dditive - Schedule B Mobilization	Unit	Bid Qty	UNIT P \$ 4,000	<b>RICE</b> .00	<b>TOTAL</b> \$ 4,000	<b>AMOUNT</b> .00
Item No. Bid Ad B1 B2	ITEM DESCRIPTION dditive - Schedule B Mobilization Flaggers (Minimum Bid Prevailing Wage)	Unit LS Hour	Bid           Qty           1           30	UNIT P \$4,000 \$72	<b>RICE</b>	<b>TOTAL</b> \$ 4,000 \$ 2,160	AMOUNT .00 .00
Item No. Bid Ad B1 B2 B3	ITEM DESCRIPTION dditive - Schedule B Mobilization Flaggers (Minimum Bid Prevailing Wage) Project Temporary Traffic Control	Unit LS Hour LS	Bid Qty 1 30	UNIT P \$4,000 \$72 \$4,500	<b>RICE</b> <u>.00</u> <u>.00</u> <u>.00</u>	<b>TOTAL</b> \$ 4,000 \$ 2,160 \$ 4,500	AMOUNT 00 00 00
Item No. Bid Ad B1 B2 B3 B3 B4	ITEM DESCRIPTION dditive - Schedule B Mobilization Flaggers (Minimum Bid Prevailing Wage) Project Temporary Traffic Control Portable Changeable Message Sign Planing Bituminous Pavement	Unit LS Hour LS Hour	Bid           Qty           1           30           1           150	UNIT P \$ 4,000 \$ 72 \$ 4,500 \$ 9	<b>RICE</b> <u>.00</u> <u>.00</u> <u>.00</u> <u>.00</u> <u>.60</u>	<b>TOTAL</b> \$ 4,000 \$ 2,160 \$ 4,500 \$ 1,440	AMOUNT .00 .00 .00 .00
Item No. Bid Ad B1 B2 B3 B3 B4 B5	ITEM DESCRIPTION dditive - Schedule B Mobilization Flaggers (Minimum Bid Prevailing Wage) Project Temporary Traffic Control Portable Changeable Message Sign	Unit LS Hour LS Hour SY	Bid Qty 1 30 1 150 1,107	UNIT P \$4,000 \$72 \$4,500 \$9 \$9 \$9	<b>RICE</b> <u>00</u> <u>00</u> <u>00</u> <u>60</u> <u>30</u>	<b>TOTAL</b> \$ 4,000 \$ 2,160 \$ 4,500 \$ 1,440 \$ 10,295	AMOUNT .00 .00 .00 .00 .00 .10

2024 Pavement Maintenance Overlay PW# 3823

i. r

PROPOSAL: BID ITEM TABLE

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

B9	Adjust Catch Basin/Inlet to Grade	Each	1	\$ <u>57 .00</u>	\$ <u>57</u>	.00
B10	Spill Prevention Control Plan	LS	1	\$ <u>250</u> .00	\$ <u>250</u>	.00
B11	Resolve Above Ground Conflicts	Est	1	\$ 4,500.00	\$	4,500.00
B12	Erosion/Water Pollution Control	Est	1	\$ 500.00	\$	500.00
B13	Asphalt Cost Price Adjustment	Calc	1	\$ 240.00	\$	240.00
	Bid Additive – Schedule B, Subtotal \$51,472					

Base Bid – Schedule A, Subtotal	\$ <sup>2,489,443</sup>	.60
Bid Additive – Schedule B, Subtotal	\$ <u>51,472</u>	.70
TOTAL	\$ <u>2,540,916</u>	.30

· · · ·

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

This page intentionally left blank

Sey.

#### **PROPOSAL SIGNATURE SHEET**

ų.

The undersigned bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the provisions of the Drawings and Specifications and at the unit prices bid in the Bid Schedule, unless such schedule designates lump sum bids, or force account items.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

Name	Title		Ad	ddress		
michael Lee	$C \in O$	POPDOX	70110	Issaquah	WG	98027
Jaime Lee	President		1)	•	••	
Dax Wodston	CFO		ł		64	
				· · · · · · · · · · · · · · · · · · ·		
	····					<u>_</u>
···	······································					
Bidder acknowledges recei	pt of Addenda	1	throug	h <u>1</u>		
Bidder has reviewed the inprovided as required.	surance provisions of t YesNo	he Contract an	d hereby ce	rtifies that coverag	e will be	÷
Name of Bidder: Latesic	le Industr	hes, Inc.				
Bidder Mailing Address: <u>P</u>	O BOX 24-	1 mon	noe hk	1 98072		
Phone: 435 743 18	189	Email: <u>mat</u>	them cooper	- @lakeside indu	stries, co	)m
State of Washington Contra	actor's License No. 🖳	AKESI	1274J	D		
Signature of Bidder's Autho	orized Agent:	utten R.	enge	>		
Dated at: <u>Monrot</u>	, Washington	<u>^</u>	Date: 4-9	1-7024		

This page intentionally left blank

.

÷. N

\$

Local Agency Name City of Everett				
Local Agency Address 3430 Wetmore Ave				
Everent, WA 08201				

## Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

#### To Be Submitted with the Bid Proposal

# Project Name \_ 2024 Favement Maintenance Overlay

a 6

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

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

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

Subcontractor Name	6 de 6 Inc.
Work to be performed	clectrical
Subcontractor Name	N/A
Work to be performed	plumbing
	ALIA
Subcontractor Name	NIA
Work to be performed	HVAC
Subcontractor Name	NIA
Work to be performed	rebar installation
······	
Subcontractor Name	N/A
	structural steel installation
Work to be performed	structural steel installation

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

DOT Form 271-015A Revised 06/2020

#### City of Everett

#### 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. <u>Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation.</u> 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. <u>The contractor shall be required to submit evidence of compliance with this section as part of the bid."</u>

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

- Bidder confirms that it actively solicits employment of minority group members.

   ycs
   [yes or no]
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: <u>11 %</u> [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project:  $\frac{6}{2}e$  [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 CERTIFICATION

2024 Pavement Maintenance Overlay PW# 3823 PROPOSAL: MINORITY CERTIFICATION

Minority Business Name	usiness Name Address Services Involved		Certification Number*
G&G Inc. 18044 SE 22444 St Kent, WA 98042		Bloctrical Subcontractor	D5F0019391
Lec's Demolition	11117 36th Aro (T E Tacoma, WA 98446	Adjustment Subcantractor	06M00 27527
Trappu Control Mar	13711 187M AURET E Borney Lake, WA 98341	Flagging Subcontractor	D5M0028658
AAA Contractors Inc.	24820 Pacific HLYS Kentywa 98052	planing subcontractor	040031009
Ashford Blocharce & Construction Co.	0109 Kirkland Ave Kirkland, WA 98033	Electrical Subcontractor	D7F0004453
Business Enterprises: If a minority business	(for MBE, MWBE, DBE, <u>https://omwbe.diversity.com</u> does not have a certificat ence that the business is	pliance.com/FrontEnd/Se ion number, the Bidde	e of Minority & Women's earchCertifiedDirectory.asp. r must provide with this nt owned by minority

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: MMth Plane Date: 4-9-2014

MINORITY CERTIFICATION

2024 Pavement Maintenance Overlay PW# 3823 PROPOSAL: MINORITY CERTIFICATION

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

#### **NON-COLLUSION DECLARATION**

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

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

#### **NOTICE TO ALL BIDDERS**

To report rigging activities call:

- 2 ° - 5

#### 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toil-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

MRC

DOT Form 272-0361 EF 07/2011

2024 Pavement Maintenance Overlay PW# 3823

#### BID GUARANTY

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

- Certified check
- Cashier's check
- X Bid Bond

lathant Cange

Signature

#### BID BOND

Bond No	D. Bid Bond
Project	2024 Pavement Maintenance Overlay
WO#	PW# 3823

KNOW ALL MEN BY THESE PRESENTS,

[Contractor], a corporation organized that Lakeside Industries, Inc. , and registered to do business in the State of under the laws of the State of Washington Principal. and contractor, as Washington а as Travelers Casualty and Surety Company of America corporation [Surety], а organized under the laws of the State of Connecticut 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:

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, 1. successors and assigns to pay to the City upon default of Bidder the penal sum set forth on the face of this Bond.

Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding 2. Documents the executed Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents.

This obligation shall be null and void if: 3.

> City accepts Bidder's bid and Bidder delivers within the time required by the Bidding 3.1. Documents (or any extension thereof agreed to in writing by City) the executed Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents, or

2024 Pavement Maintenance Overlay PW# 3823

#### 3.2. All bids are rejected by City, or

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.

7. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

8. Notice required hereunder shall be in writing sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statue, then the provision of said statue shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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

BIDDER	SURETY
	Travelers Casualty and Surety Company
Lakeside Industries, Inc. (seal)	of America (seal but the seal of the seal
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
	By: Susan Bornan 4/2/2024
Signature, Title, and Date Matthewforper, P.M.	Signature, Title, and Date Susan B. Larson
Address: PO Box 247 Monroe, WA 98272	Address: 2233 112th Ave NE Bellevue, WA 98004
Attest: Signature, Title and Date Lore Topport, OM	Attest: <u>4/2/2024</u> Signature, Title and Date Nicholas Fredrickson, Witness

2024 Pavement Maintenance Overlay PW# 3823 PROPOSAL: BID GUARANTY AND BID BOND



#### **Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Susan B. Larson of , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and , Washington BELLEVUE any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of acknowledge the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF. I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

NOTARY -140 PUBLIO Anna P. Nowik, Notary Public VEOTIC

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

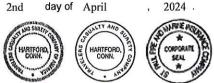
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of April



Kar E. Hughen Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



15

**APWA-WA Division 1 Committee** 

Proposal for Incorporating Recycled Materials into the Project

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

Zero percent. Proposed total percentage:

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

•	-
Bidder:	Lakeside Industries, Inc.
Signature of Authorized Official:	Maister R Court
olghatare of Autorized emetal	
Date:	4-9-7074



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

# Certification of Compliance with Wage Payment Statutes $A_{pri}/2$

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (April 2, 2024), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Lakeside Industries, Inc. Bidder's Business Name Muth-R Canton Signature of Authorized Official\* Matthen Coopen Printed Name Project Manager Title <u>4-9-2024</u> MonvoR Date Citv Check One: Sole Proprietorship 🗆 Partnership 🗆 Joint Venture 🗆 Corporation State of Incorporation, or if not a corporation, State where business entity was formed: Washington If a co-partnership, give firm name under which business is transacted:

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

2024 Pavement Maintenance Overlay PW# 3823

#### Lakeside Industries, Inc. AUTHORIZED SIGNATURES -MONROE Division-

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, bonds and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

Note: Signature must appear next to name.

n. 1. s.e.

NAME	SIGNATURE	TITLE
Jason Dempsey	Maron Venyory	Regional Manager
Loren Tonsgard	Set	Operations Manager
Matt Cooper	Moton Rlanger	Project Manager
Jack Carmichael	Joh Pone	Project Manager

The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the individual, corporation, co-partnership or joint venture herein named, as of the date indicated:

> LAKESIDE INDUSTRIES, INC. (Name of Firm, be exact)

MARAL (Authoriz ure(s))

Sworn to before me this

E day of JUNE Dang W Mattge



# 2024 Pavement Maintenance Overlay\_Ready for Signature.\_SD

Final Audit Report

2024-05-15

Created:	2024-05-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB10Z7qp7d_YsGvX2pdjlk0EU8DhoKysh

# "2024 Pavement Maintenance Overlay\_Ready for Signature.\_SD " History

- Document created by Marista Jorve (mjorve@everettwa.gov) 2024-05-09 - 8:24:31 PM GMT
- Document emailed to Gina Loring (gloring@everettwa.gov) for approval 2024-05-09 - 8:25:11 PM GMT
- Email viewed by Gina Loring (gloring@everettwa.gov) 2024-05-09 - 8:27:08 PM GMT
- Document approved by Gina Loring (gloring@everettwa.gov) Approval Date: 2024-05-09 - 8:27:33 PM GMT - Time Source: server
- Document emailed to jaime.lee@lakesideindustries.com for signature 2024-05-09 - 8:27:35 PM GMT
- Email viewed by jaime.lee@lakesideindustries.com 2024-05-09 - 10:04:23 PM GMT
- Signer jaime.lee@lakesideindustries.com entered name at signing as Jaime Lee 2024-05-09 - 10:07:04 PM GMT
- Document e-signed by Jaime Lee (jaime.lee@lakesideindustries.com) Signature Date: 2024-05-09 - 10:07:06 PM GMT - Time Source: server
- Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval 2024-05-09 - 10:07:08 PM GMT
- Email viewed by Tim Benedict (TBenedict@everettwa.gov) 2024-05-09 - 10:17:34 PM GMT

EVERETT WASHINGTON Powered by Adobe Acrobat Sign

Ð	Email viewed by Tim Benedict (TBenedict@everettwa.gov) 2024-05-12 - 11:27:05 PM GMT
1	Email viewed by Tim Benedict (TBenedict@everettwa.gov) 2024-05-14 - 2:28:29 PM GMT
Ċ <sub>G</sub>	Document approved by Tim Benedict (TBenedict@everettwa.gov) Approval Date: 2024-05-15 - 9:14:42 PM GMT - Time Source: server
×,	Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature 2024-05-15 - 9:14:45 PM GMT
1	Email viewed by Cassie Franklin (cfranklin@everettwa.gov) 2024-05-15 - 9:29:23 PM GMT
Ø <sub>0</sub>	Document e-signed by Cassie Franklin (cfranklin@everettwa.gov) Signature Date: 2024-05-15 - 9:29:33 PM GMT - Time Source: server
×,	Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature 2024-05-15 - 9:29:35 PM GMT
1	Email viewed by Marista Jorve (mjorve@everettwa.gov) 2024-05-15 - 9:34:48 PM GMT
Ó <sub>e</sub>	Document e-signed by Marista Jorve (mjorve@everettwa.gov) Signature Date: 2024-05-15 - 9:34:55 PM GMT - Time Source: server
0	Agreement completed. 2024-05-15 - 9:34:55 PM GMT

