

CITY OF EVERETT, WASHINGTON
WATER MAIN REPLACEMENT “Y” – Phase 1
WORK ORDER NO. UP 3814

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 Earthwork Solutions, LLC (“Contractor”).

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Plans and all other Contract Documents entitled: “Water Main Replacement “Y” - Phase 1” (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=1696242&searchid=457dac0e-3a49-498b-aff4-f7867a7a6ff0&dbid=0 This is a 385-page pdf digitally signed by City of Everett 2024.5.03 08:41:22-07’00’
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Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

2. Contract Time. Substantial completion shall be achieved within one-hundred twenty (120) working days after the effective date of the Notice to Proceed. Physical completion shall be within one-hundred forty (140) working days after the actual date of issuance of substantial completion.

3. Liquidated Damages. The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the work in all respects and have it ready for use by the substantial 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 amended by the Special Provisions, until the work is physically complete.

4. Contract Sum. The Contract Sum of this Contract is:

	\$3,003,581.15
+ WA Sales Tax (as applicable)	\$297,354.53
Contract Sum	\$3,300,935.68

This is based on the proposal/bid submitted by Contractor dated 04/02/2024. A copy of such 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. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

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

7. Vacant

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 the Contractor's negligence.

C. As used in this section: (1) “City” includes the City’s officers, employees, agents, and representatives; (2) “Claims” include all losses, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) “Contractor” includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

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

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 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.

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.

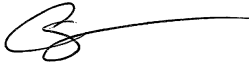
11. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this contract is to be done at the Contractor’s risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

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.

**CITY OF EVERETT
WASHINGTON**

ATTEST:

By: 
Cassie Franklin, Mayor


Office of the City Clerk

05/13/2024

Date

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
Limited Liability
Company
Partnership

Earthwork Solutions, LLC

By: Pavel Nikolin
Signature

Typed/Printed Name of Signer: Pavel Nikolin

Title of Signer: President

Date:

Sole Proprietorship

[Typed/Printed Name]

Signature

Date:

CITY OF EVERETT SPECIAL PROVISIONS

**DIVISION P – PROPOSAL
CITY OF EVERETT, WASHINGTON
WATER MAIN REPLACEMENT “Y” – Phase 1
WORK ORDER NO. UP 3814**

To the City Council
Everett, Washington

The undersigned Bidder declares that it has carefully examined the Notice to Contractors and the Contract Documents (including without limitation Plans and Specifications, Standard Specifications, Special Provisions, Appendix, Proposal, and Contract) for the construction of approximately **3,920 linear feet of 6-inch to 12-inch ductile iron water main** and other such Work as may be necessary, in accordance with the Contract. The undersigned Bidder declares that the Bidder has made such investigations as are necessary to determine the conditions to be encountered, and that, if this Proposal is accepted, the undersigned will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, the undersigned will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and the undersigned will furnish all labor and materials 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 the undersigned will complete the Work in all respects as required by **Division C, Section 2. Contract Time** and that the Bidder will pay liquidated damages to the City in the amount specified in the Contract Documents.

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 “Division 1 - General Requirements” hereby incorporated. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in the Division 1 – General Requirements hereto incorporated, within 14 calendar days after the Award Date, then the City may, at its option, determine that the undersigned has abandoned the Contract 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.

CITY OF EVERETT SPECIAL PROVISIONS

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CITY OF EVERETT SPECIAL PROVISIONS

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

BID SCHEDULE A

(Madrona Ave. Site)

BIDDER: Earthwork Solutions, LLC.

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
A01	Mobilization	LS	1	\$ 140,500.00	\$ 140,500.00
A02	Surveying	LS	1	\$ 18,745.00	\$ 18,745.00
A03	Spill Prevention, Control & Countermeasures (SPCC) Plan	LS	1	\$ 575.00	\$ 575.00
A04	Force Account	FA	30,000	\$ 1.00	\$ 30,000.00
A05	Record Drawings (Minimum Bid \$3,000)	LS	1	\$ 3,000.00	\$ 3,000.00
A06	Community Project Liaison	LS	1	\$ 18,400.00	\$ 18,400.00
A07	Potholing	EA	14	\$ 575.00	\$ 8,050.00
A08	Traffic Control Labor	HR	840	\$ 56.50	\$ 47,460.00
A09	Traffic Control - Off-Duty Police Officer	FA	1,000	\$ 1.00	\$ 1,000.00
A10	Maintenance and Protection of Traffic Control	LS	1	\$ 7,475.00	\$ 7,475.00
A11	Trench Excavation Safety Systems	SF	14,100	\$ 1.75	\$ 24,675.00
A12	Street Cleaning and Sweeping	HR	60	\$ 212.00	\$ 12,720.00
A13	Erosion/Water Pollution Control	FA	6,000	\$ 1.00	\$ 6,000.00
A14	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Up to 6-inch Thickness	LF	50	\$ 4.00	\$ 200.00
A15	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Additional 1-inch Thickness	LF	50	\$ 4.00	\$ 200.00
A16	Saw-cutting Concrete Pavement, Final Joint Cut, Up to 8-inch Thickness	LF	3,150	\$ 4.89	\$ 15,403.50
A17	Saw-cutting Concrete Curb & Gutter, Sidewalk, and Driveway	LF	250	\$ 4.89	\$ 1,222.50
A18	Foundation Material, Class A or B	TON	140	\$ 64.40	\$ 9,016.00
A19	Gravel Borrow Incl. Haul	TON	3,890	\$ 25.30	\$ 98,417.00

CITY OF EVERETT SPECIAL PROVISIONS

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
A20	Crushed Surfacing Base Course	TON	60	\$ 27.00	\$ 1,620.00
A21	Controlled Density Fill (CDF)	CY	70	\$ 362.25	\$ 25,357.50
A22	Class 53 Ductile Iron Pipe for Watermain, 6-inch	LF	60	\$ 88.85	\$ 5,331.00
A23	Class 53 Ductile Iron Pipe for Watermain, 8-inch	LF	2,176	\$ 134.55	\$ 292,780.80
A24	Assist COE in Temporary Water Main Installation	LS	1	\$ 18,400.00	\$ 18,400.00
A25	Gate Valve, 6-inch	EA	4	\$ 2,250.00	\$ 9,000.00
A26	Gate Valve, 8-inch	EA	2	\$ 3,622.50	\$ 7,245.00
A27	Fire Hydrant	EA	3	\$ 8,711.25	\$ 17,422.50
A28	Remove Ex Fire Hydrant	EA	2	\$ 1,725.00	\$ 3,450.00
A29	Assist COE in Connecting to Existing Watermain	EA	2	\$ 2,875.00	\$ 5,750.00
A30	Corporation Stop w/Service Saddle, 1-inch	EA	52	\$ 287.50	\$ 14,950.00
A31	Water Service, 1-inch	LF	780	\$ 141.00	\$ 109,980.00
A32	Relocate Existing Water Meter, Setter and Box	EA	1	\$ 517.50	\$ 517.50
A33	Topsoil, Type A and Seeding	SY	340	\$ 17.25	\$ 5,865.00
A34	Monument Case and Cover	EA	4	\$ 5,250.00	\$ 21,000.00
A35	Temporary Roadway Surfacing	LS	1	\$ 18,975.00	\$ 18,975.00
A36	Crushed Surfacing Top Course	TON	830	\$ 33.35	\$ 27,680.50
A37	HMA, CL 1/2" PG 64-22 for Permanent Trench Patch	TON	2	\$ 230.00	\$ 460.00
A38	HMA, CL 1/2" PG 64-22 for Overlay	TON	580	\$ 230.00	\$ 133,400.00
A39	Planing Bituminous Pavement, Up to 2-inch Thickness	SY	4,800	\$ 9.20	\$ 44,160.00
A40	Concrete Pavement Panel Replacement	SY	2,580	\$ 139.15	\$ 359,007.00
A41	Cement Concrete Sidewalk Restoration	SY	10	\$ 103.50	\$ 1,035.00
A42	Cement Concrete Driveway Restoration	SY	40	\$ 120.75	\$ 4,830.00

\$26,133.75

CITY OF EVERETT SPECIAL PROVISIONS

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
A43	Cement Concrete Curb and Gutter, Type A-1	LF	20	\$ 50.60	\$ 1,012.00
A44	Cement Concrete Curb, Integral	LF	1,795	\$ 46.00	\$ 82,570.00
A45	Cement Concrete Curb Ramp, Type C	EA	1	\$ 5,117.50	\$ 5,117.50
Subtotal					\$ 1,660,425.30
Washington State Sales Tax @ 9.9%					\$ 164,382.10
Schedule A Sub-Total Bid Amount					\$ 1,824,807.40

The bid items above are described further in Division B – Bid Item Descriptions.

CITY OF EVERETT SPECIAL PROVISIONS

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

BID SCHEDULE B

(Beverly Lane Site)

BIDDER: Earthwork Solutions, LLC.

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
B01	Mobilization	LS	1	\$ 60,800.00	\$ 60,800.00
B02	Surveying	LS	1	\$ 2,875.00	\$ 2,875.00
B03	Spill Prevention, Control & Countermeasures (SPCC) Plan	LS	1	\$ 575.00	\$ 575.00
B04	Force Account	FA	12,000	\$ 1.00	\$ 12,000.00
B05	Record Drawings (Minimum Bid \$1,500)	LS	1	\$ 1,500.00	\$ 1,500.00
B06	Community Project Liaison	LS	1	\$ 11,500.00	\$ 11,500.00
B07	Potholing	EA	8	\$ 575.00	\$ 4,600.00
B08	Traffic Control Labor	HR	560	\$ 56.35	\$ 31,556.00
B09	Maintenance and Protection of Traffic Control	LS	1	\$ 2,875.00	\$ 2,875.00
B10	Trench Excavation Safety Systems	SF	3,250	\$ 1.73	\$ 5,622.50
B11	Street Cleaning and Sweeping	HR	35	\$ 212.75	\$ 7,446.25
B12	Erosion/Water Pollution Control	FA	3,000	\$ 1.00	\$ 3,000.00
B13	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Up to 6-Inch Thickness	LF	3,400	\$ 4.60	\$ 15,640.00
B14	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Additional 1-inch Thickness	LF	10,160	\$ 4.60	\$ 46,736.00
B15	Saw-cutting Concrete Curb & Gutter, Sidewalk, and Driveway	LF	290	\$ 5.75	\$ 1,667.50
B16	Foundation Material, Class A or B	TON	100	\$ 64.40	\$ 6,440.00
B17	Gravel Borrow Incl. Haul	TON	2,130	\$ 25.30	\$ 53,889.00
B18	Crushed Surfacing Base Course	TON	40	\$ 31.05	\$ 1,242.00
B19	Controlled Density Fill (CDF)	CY	150	\$ 362.25	\$ 54,337.50

CITY OF EVERETT SPECIAL PROVISIONS

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
B20	Class 52 Ductile Iron Pipe for Watermain, 6-inch	LF	70	\$ 106.95	\$ 7,486.50
B21	Class 52 Ductile Iron Pipe for Watermain, 8-inch	LF	903	\$ 107.40	\$ 96,982.20
B22	Gate Valve, 2-inch	EA	1	\$ 2,530.00	\$ 2,530.00
B23	Gate Valve, 6-inch	EA	4	\$ 2,357.50	\$ 9,430.00
B24	Gate Valve, 8-inch	EA	3	\$ 4,025.00	\$ 12,075.00
B25	Gate Valve, 12-inch	EA	3	\$ 8,050.00	\$ 24,150.00
B26	Fire Hydrant	EA	3	\$ 7,475.00	\$ 22,425.00
B27	Remove Ex Fire Hydrant	EA	3	\$ 862.50	\$ 2,587.50
B28	Assist COE in Connecting to Existing Watermain	EA	4	\$ 2,875.00	\$ 11,500.00
B29	Corporation Stop w/Service Saddle, 1-inch	EA	22	\$ 230.00	\$ 5,060.00
B30	Service Saddle and Valve Assembly, 2-inch	EA	2	\$ 1,610.00	\$ 3,220.00
B31	Water Service, 1-inch	LF	690	\$ 88.55	\$ 61,099.50
B32	Water Service, 2-inch	LF	29	\$ 71.30	\$ 2,067.70
B33	Connect to Fire Service, 4-inch	EA	1	\$ 6,900.00	\$ 6,900.00
B34	Relocate Existing Water Meter, Setter and Box	EA	2	\$ 1,437.50	\$ 2,875.00
B35	Topsoil, Type A and Seeding	SY	60	\$ 115.00	\$ 6,900.00
B36	Temporary Roadway Surfacing	LS	1	\$23,000.00	\$ 23,000.00
B37	Crushed Surfacing Top Course	TON	270	\$ 33.35	\$ 9,004.50
B38	HMA, CL 1/2" PG 64-22 for Permanent Trench Patch	TON	490	\$ 230.00	\$ 112,700.00
B39	Cement Concrete Sidewalk Restoration	SY	90	\$ 97.75	\$ 8,787.50 \$8,797.5
B40	Cement Concrete Driveway Restoration	SY	60	\$ 120.75	\$ 7,245.00
B41	Cement Concrete Curb and Gutter, Type A-1	LF	50	\$ 51.75	\$ 2,587.50

CITY OF EVERETT SPECIAL PROVISIONS

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
B42	Cement Concrete Curb, Type E-1	LF	170	\$ 48.30	\$ 8,211.00
B43	Permanent Pavement Marking	LS	1	\$ 5,750.00	\$ 5,750.00
Subtotal					\$ 767,111.65
Washington State Sales Tax @ 9.9%					\$ 75,944.05
Schedule B Sub-Total Bid Amount					\$ 843,055.70

The bid items above are described further in Division B – Bid Item Descriptions.

CITY OF EVERETT SPECIAL PROVISIONS

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

BID SCHEDULE C (52nd Street & Evergreen Way Site)

BIDDER: Earthwork Solutions, LLC.

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
C01	Mobilization	LS	1	\$ 37,500.00	\$ 37,500.00
C02	Surveying	LS	1	\$ 2,875.00	\$ 2,875.00
C03	Spill Prevention, Control & Countermeasures (SPCC) Plan	LS	1	\$ 575.00	\$ 575.00
C04	Force Account	FA	5,000	\$ 1.00	\$ 5,000.00
C05	Record Drawings (Minimum Bid \$1,200)	LS	1	\$ 1,200.00	\$ 1,200.00
C06	Community Project Liaison	LS	1	\$ 5,750.00	\$ 5,750.00
C07	Potholing	EA	2	\$ 575.00	\$ 1,150.00
C08	Traffic Control Labor	HR	320	\$ 57.50	\$ 18,400.00
C09	Traffic Control - Off-Duty Police Officer	FA	7,200	\$ 1.00	\$ 7,200.00
C10	Maintenance and Protection of Traffic Control	LS	1	\$ 1,150.00	\$ 1,150.00
C11	Trench Excavation Safety Systems	SF	3,280	\$ 1.72	\$ 5,641.60
C12	Street Cleaning and Sweeping	HR	20	\$ 212.75	\$ 4,255.00
C13	Erosion/Water Pollution Control	FA	1,000	\$ 1.00	\$ 1,000.00
C14	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Up to 6-inch Thickness	LF	1,360	\$ 4.60	\$ 6,256.00
C15	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Additional 1-inch Thickness	LF	4,080	\$ 4.60	\$ 18,768.00
C16	Saw-cutting Concrete Curb & Gutter, Sidewalk, and Driveway	LF	280	\$ 5.75	\$ 1,610.00
C17	Foundation Material, Class A or B	TON	40	\$ 65.55	\$ 2,622.00
C18	Gravel Borrow Incl. Haul	TON	1,060	\$ 28.75	\$ 30,475.00
C19	Crushed Surfacing Base Course	TON	40	\$ 35.65	\$ 1,426.00

CITY OF EVERETT SPECIAL PROVISIONS

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
C20	Controlled Density Fill (CDF)	CY	40	\$ 380.65	\$ 15,226.00
C21	Class 52 Ductile Iron Pipe for Watermain, 6-inch	LF	28	\$ 125.35	\$ 3,509.80
C22	Class 52 Ductile Iron Pipe for Watermain, 8-inch	LF	593	\$ 116.15	\$ 68,876.95
C23	Gate Valve, 6-inch	EA	1	\$ 2070.00	\$ 2070.00
C24	Gate Valve, 8-inch	EA	2	\$ 2,875.00	\$ 5,750.00
C25	Fire Hydrant	EA	1	\$ 7,475.00	\$ 7,475.00
C26	Remove Ex Fire Hydrant	EA	1	\$ 1,725.00	\$ 1,725.00
C27	Assist COE in Connecting to Existing Watermain	EA	2	\$ 2,875.00	\$ 5,750.00
C28	Corporation Stop w/Service Saddle, 1-inch	EA	3	\$305.00	\$ 915.00
C29	Water Service, 1-inch	LF	133	\$ 52.00	\$ 6,916.00
C30	Connect to Fire Service, 8-inch	EA	1	\$ 2,875.00	\$ 2,875.00
C31	Topsoil, Type A and Seeding	SY	3	\$ 115.00	\$ 345.00
C32	Temporary Roadway Surfacing	LS	1	\$ 13,800.00	\$ 13,800.00
C33	Crushed Surfacing Top Course	TON	150	\$ 42.55	\$ 6,382.50
C34	HMA, CL 1/2" PG 64-22 for Permanent Trench Patch	TON	260	\$ 230.00	\$ 59,800.00
C35	Cement Concrete Sidewalk Restoration	SY	4	\$ 100.60	\$ 402.40
C36	Cement Concrete Driveway Restoration	SY	70	\$ 120.75	\$ 8,452.50
C37	Cement Concrete Curb and Gutter, Type A-1	LF	116	\$ 50.00	\$ 5,800.00
C38	Permanent Pavement Marking	LS	1	\$ 8,050.00	\$ 8,050.00
C39	Portable Changeable Message Sign	DAY	30	\$ 49.45	\$ 1,483.50
C40	Vehicle Loop Detectors	LF	102	\$ 57.50	\$ 5,865.00

CITY OF EVERETT SPECIAL PROVISIONS

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
	Subtotal				\$ 384,323.25
	Washington State Sales Tax @ 9.9%				\$ 38,048.00
	Schedule C Sub-Total Bid Amount				\$ 422,371.25

The bid items above are described further in Division B – Bid Item Descriptions.

CITY OF EVERETT SPECIAL PROVISIONS

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

BID SCHEDULE D (75th Street & Evergreen Way Site)

BIDDER: Earthwork Solutions, LLC.

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
D01	Mobilization	LS	1	\$15,000.00	\$ 15,000.00
D02	Surveying	LS	1	\$ 1,380.00	\$ 1,380.00
D03	Spill Prevention, Control & Countermeasures (SPCC) Plan	LS	1	\$ 575.00	\$ 575.00
D04	Force Account	FA	3,000	\$ 1.00	\$ 3,000.00
D05	Record Drawings (Minimum Bid \$1,000)	LS	1	\$ 1,000	\$ 1,000
D06	Community Project Liaison	LS	1	\$ 2,875.00	\$ 2,875.00
D07	Potholing	EA	3	\$ 575.00	\$ 1,725.00
D08	Traffic Control Labor	HR	180	\$ 57.00	\$ 10,260.00
D09	Traffic Control – Off-Duty Police Officer	FA	13,500	\$ 1.00	\$ 13,500.00
D10	Maintenance and Protection of Traffic Control	LS	1	\$ 2,875.00	\$ 2,875.00
D11	Trench Excavation Safety Systems	SF	360	\$ 1.72	\$ 619.20
D12	Street Cleaning and Sweeping	HR	10	\$ 212.75	\$ 2,127.50
D13	Erosion/Water Pollution Control	FA	1,000	\$ 1.00	\$ 1,000.00
D14	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Up to 6-inch Thickness	LF	275	\$ 4.02	\$ 1,105.50
D15	Foundation Material, Class A or B	TON	10	\$ 65.55	\$ 655.50
D16	Controlled Density Fill (CDF)	CY	90	\$ 380.65	\$ 34,258.50
D17	Class 52 Ductile Iron Pipe for Watermain, 6-inch	LF	25	\$ 143.75	\$ 3,593.75
D18	Class 52 Ductile Iron Pipe for Watermain, 12-inch	LF	66	\$ 299.00	\$ 19,734.00

CITY OF EVERETT SPECIAL PROVISIONS

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
D19	Gate Valve, 6-inch	EA	1	\$ 2,070.00	\$ 2,070.00
D20	Gate Valve, 12-inch	EA	3	\$ 5,175.00	\$ 15,525.00
D21	Assist COE in Connecting to Existing Watermain	EA	2	\$ 2,875.00	\$ 5,750.00
D22	Temporary Roadway Surfacing	LS	1	\$ 6,900.00	\$ 6,900.00
D23	Crushed Surfacing Top Course	TON	30	\$ 33.35	\$ 1,000.50
D24	HMA, CL 1/2" PG 64-22 for Permanent Trench Patch	TON	30	\$ 230.00	\$ 6,900.00
D25	Permanent Pavement Marking	LS	1	\$ 7,475.00	\$ 7,475.00
D26	Portable Changeable Message Sign	DAY	25	\$ 63.25	\$ 1,581.25
D27	Vehicle Loop Detectors	LF	160	\$ 57.50	\$ 9,200.00
Subtotal					\$ 171,685.70
Washington State Sales Tax @ 9.9%					\$ 16,996.88
Schedule D Sub-Total Bid Amount					\$ 188,682.58

The bid items above are described further in Division B – Bid Item Descriptions.

CITY OF EVERETT SPECIAL PROVISIONS

BID SCHEDULE SUMMARY

	TOTAL AMOUNT (Figures)
Bid Schedule "A" Subtotal Bid Amount	\$ 1,824,807.40
Bid Schedule "B" Subtotal Bid Amount	\$ 843,055.70
Bid Schedule "C" Subtotal Bid Amount	\$ 422,371.25
Bid Schedule "D" Subtotal Bid Amount	\$ 188,682.58
TOTAL BID AMOUNT (Sum of Schedules A through D)	\$ 3,278,916.93

CITY OF EVERETT SPECIAL PROVISIONS

PROPOSAL SIGNATURE SHEET

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 Contract Documents 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	Address
Pavel Nikolin, President,		8629 156th St NE, Arlington, WA
98223 Eduard Nikolin, Operations Manager,		5201 138th St NE, Marysville, WA 98271
Dennis Nikolin, General Manager (Septic)		11718 64th Pl NE, Lake Stevens, WA 98258

Bidder acknowledges receipt of Addenda 1 through 1

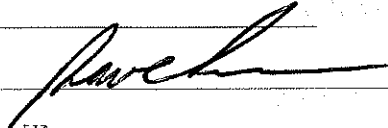
Bidder has reviewed the insurance provisions of the Contract and hereby certifies that coverage will be provided as required. ☒ Yes ☐ No

In preparing this Bid, Bidder is especially directed to consider [1-07.1(7) NOISE, 1-07.6 PERMITS AND LICENSES, 1-07.23(1) CONSTRUCTION UNDER TRAFFIC, 1-08.4(2) SPECIAL CONSTRUCTION CONSTRAINTS], which contains information that must be taken into consideration when preparing this bid. This notice is only a convenience to the Bidder during bidding and in no way relieves the Bidder from fully reading and taking into account all Contract Documents when preparing its Bid.

The undersigned Bidder also hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. The undersigned hereby declares under penalty of perjury under the laws of this State of Washington that the foregoing sentence is true and correct.

Name of Bidder: Earthwork Solutions, LLC.

State of Washington Contractor's License No. EARTHSL8300K

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Arlington, WA

Email Address of Bidder's Authorized Agent: Pavel@earthworksolutions.com

This email address may be used by the City to provide notice of any kind to the Bidder. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

Dated at: 8629 156th St NE, Arlington, WA Date: 4/2/2024

CITY OF EVERETT SPECIAL PROVISIONS

SUBCONTRACTORS FORM

1. For heating, ventilation, air conditioning, plumbing (as defined by RCW Chap. 18.106) and electrical work (as defined by RCW Chap. 19.28), and structural steel installation and rebar installation, Bidder **MUST** either identify itself or Subcontractors in the chart below. If Bidder believes such work is not part of the scope of Work, Bidder shall write "NO WORK."
2. Bidder shall not list more than one Subcontractor for each category of work identified, unless Subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
3. **Bidder's bid shall be deemed nonresponsive and void if:**
 - A. For heating, ventilation, air conditioning, plumbing, electrical, structural steel installation and rebar installation, Bidder fails (1) to submit as part of the Bid the names of such Subcontractors, (2) to name itself to perform such Work, or (3) to write "No Work"; or
 - B. Bidder names two or more Subcontractors to perform the same work.
4. The requirement to name the Bidder's proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors who will contract directly with the general contractor submitting the Bid to the City.
5. The heating, ventilation and air conditioning, plumbing, electrical portions of the chart below must be submitted with the bid proposal or within one hour of the published bid submittal time.
6. The structural steel installation and rebar installation portions of the chart below must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time.

Type/Scope of Work	Name and Address of Subcontractor/Or Bidder
HEATING Subcontractor, bidder or "no work" MUST be stated	no work
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" MUST be stated	no work
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" MUST be stated	no work
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" MUST be stated	G&G Corporation 18044 SE 224th St, Kent, WA 98042
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" MUST be stated	no work
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	no work

CITY OF EVERETT SPECIAL PROVISIONS

SECTION 00 4539 – RCW 35.22.650 CERTIFICATION

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

RCW 35.22.650

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

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

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

- I. Bidder confirms that it actively solicits employment of minority group members.
yes [yes or no]
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: 10% [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 13% [state estimated percentage]

CITY OF EVERETT SPECIAL PROVISIONS

- IV. List all minority businesses from whom bids or quotes for goods or services on this Project have been solicited (attach additional sheet if necessary):

Minority Business Name	Address	Goods or Services Involved	Certification Number*
Castaneda Landscaping	804 West State St, Aberdeen, WA 98520	Landscaping	CASTAL*861CE
G&G Corporation	18044 SE 224th St, Kent, WA 98042	Electrical	M5F0010391
J&G Concrete Corporation	P.O. Box 1062 Milton, WA 98354	Concrete Hardscape	D5M0020735

*Certification numbers (for MBE, MWBE, DBE, etc.) are found at Office of Minority & Women's Business Enterprises: <https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp>. If a minority business does not have a certification number, the Bidder must provide with this certification form evidence that the business is at least fifty-one percent owned by minority group members.

During Contract performance, or in any event prior to final payment, Bidder shall provide the City with the names and addresses of all minority businesses actually awarded subcontracts under the Contract. In the event that a subcontract bid or quote is solicited and listed above and a subcontract is not awarded to the minority business so listed, Contractor shall state the reasons such subcontract was not awarded to the minority business and shall provide the minority business quote together with the actual subcontract price paid and the name of the subcontractor to whom the subcontract was subsequently awarded.

FAILURE TO PROPERLY COMPLETE AND SUBMIT THIS CERTIFICATION FORM WITH THE BID WILL RESULT IN REJECTION OF BID. THE BIDDER CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS TRUE AND COMPLETE CORRECT TO THE BEST OF ITS KNOWLEDGE AND BELIEF AND FURTHER AGREES TO PROVIDE INFORMATION AS REQUESTED BY THE CITY REGARDING MINORITY BUSINESS SUBCONTRACTS AND EMPLOYMENT OF MINORITY GROUP MEMBERS.

Signature: 

Date: 4/2/2024


CITY OF EVERETT SPECIAL PROVISIONS

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

The Undersigned, being first duly sworn, on oath says that the Bid above submitted is a genuine and not a sham of collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the Bidder has not directly or indirectly induced or solicited any Bidder on the above Work or supplies to put in a sham bid, or any person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure an advantage over any other Bidder or Bidders.

Earthwork Solutions, LLC.
Firm Name


Authorized Signature

SUBSCRIBED and SWORN to before me this 2nd day of April, 2024.

Lisa Kay Greenleaf

Lisa Kay Greenleaf
NOTARY PUBLIC in and for the State of
Washington, residing at Arlington, WA

My commission expires: 08-19-2027



NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

CITY OF EVERETT SPECIAL PROVISIONS

BID DEPOSIT

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

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


Signature

BID BOND

Bond No. BID BOND

Project: Water Main Replacement "Y" – Phase 1

Work Order No. UP 3814

KNOW ALL MEN BY THESE PRESENTS,

that Earthwork Solutions, LLC [Contractor], a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and United Fire & Casualty Company [Surety], a corporation organized under the laws of the State of Iowa and registered to transact business in the State of Washington, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Everett, Washington, hereinafter called "City", and are similarly held and bound unto the City in the sum of Five Percent (5%) of the Total Amount Bid and /100's Dollars (\$ ---- 5% ----), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

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





It is expressly understood and agreed that:

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

CITY OF EVERETT SPECIAL PROVISIONS

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding documents the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. City accepts Bidder's bid and Bidder delivers within the time required by the bidding documents (or any extension thereof agreed to in writing by City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or
 - 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. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

CITY OF EVERETT SPECIAL PROVISIONS

BIDDER	SURETY
Earthwork Solutions, LLC Bidder's Name	United Fire & Casualty Company (seal) Surety's Name and Corporate Seal
By:  04/02/24 Signature, Title, and Date	By:  04/02/24 Signature, Title, and Date Nicholas Fredrickson, Attorney-in-Fact
Address: 8629 156th Street NE Arlington, WA 98223	Address: 2233 112th Avenue NE Bellevue, WA 98004
Attest:  04/02/24 Signature, Title and Date WITNESS	Attest:  04/02/24 Signature, Title and Date WITNESS



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company - See Certification)

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

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

NICHOLAS FREDRICKSON, DEREK SABO, ANDREW KERSLAKE, GUY P. ARMFIELD, ROGER KALTENBACH, ELIZABETH R. HAHN, SCOTT MCGILVRAY, ALEC GUMPFER, CHARLA M. BOADLE, DEANNA M. FRENCH, JANA M. ROY, KATELYN COOPER, RONALD J. LANGE, SCOTT FISHER, SCOTT GARCIA, SUSAN B. LARSON, MINDEE L. RANKIN, FRANCIS WIRT, JOHN N. BUSTARD, ROLAND R. EUGENIO, SHIRLEY J. PACE, LAUREN ZAKARIAN, EACH INDIVIDUALLY

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

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

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

"Article VI - Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 3rd day of August, 2021



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

By: *Kyanna M. Saylor*
Vice President

State of Iowa, County of Linn, ss:

On 3rd day of August, 2021, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 2 day of APRIL, 2024.



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











3814 - Water Main Replacement Y Phase 1_READY FOR SIGNATURE_ SD


Final Audit Report

2024-05-16


Created:	2024-05-10
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8zKPIXqWS7mCsRHorkUnF7EjJWmQahNo

"3814 - Water Main Replacement Y Phase 1_READY FOR SIGNATURE_ SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to Amie Roshak (ARoshak@everettwa.gov) for approval
2024-05-10 - 4:26:47 PM GMT
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-  Signer pavel@earthworksolutions.com entered name at signing as Pavel Nikolin
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-  Document e-signed by Pavel Nikolin (pavel@earthworksolutions.com)
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-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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Signature Date: 2024-05-16 - 6:21:33 PM GMT - Time Source: server

 Agreement completed.

2024-05-16 - 6:21:33 PM GMT