

CONTRACT

THIS CONTRACT is made and entered by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the “**City**”) and IMCO General Construction, Inc., (the “**Contractor**”).

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and/or appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: “Reservoir 3 Replacement, Phase 1 – Work Order #UP3739” (the “**Project**”).

1. **Contract Documents.** The “Contract Documents” are defined in the General Conditions. The Contract Documents are part of this Contract and are hereby incorporated by reference. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents. A copy of the Contract Documents that were posted for the Project on Builder’s Exchange of Washington (www.bxwa.com) as of Bid Opening Date is maintained by the City Clerk’s Office as a single pdf and is available as follows:

Link to PDF	https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1711887&searchid=51ff0e96-823f-4946-8c02-5145a978d40c&dbid=0
	This is a 1194-page pdf digitally signed by City of Everett 2024.06.10 13:31:00-07’00’

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. **Contract Time.** Substantial Completion of the Work shall be achieved within Five Hundred Forty (540) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within Thirty (30) calendar days after the actual date of issuance of Substantial Completion.

3. **Liquidated Damages.** The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the Work in all respects and have it ready for use by the Substantial and Physical Completion dates stated above. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

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

	\$25,457,530.00
+ WA Sales Tax (as applicable)	\$ 2,520,292.50
Contract Sum	\$27,977,792.50

This is based on the proposal/bid submitted by Contractor dated May 21, 2024. A copy of this proposal/bid is attached hereto.

The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Sum stated herein and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Sum stated herein, unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

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

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

7. **RCW 35.33.650.** Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification.

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 8 shall be only to the extent of the Contractor's negligence.

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

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

10. Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely

for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

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 that may arise from any cause whatsoever prior to completion.

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

14. Effective Date/Counterparts/Signature. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original. This Contract may be signed with AdobeSign, and any such signature is fully binding.

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CITY OF EVERETT
WASHINGTON

By: 

Cassie Franklin, Mayor

07/03/2024

Date

ATTEST:




Office of the City Clerk

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

CONTRACTOR:

IMCO GENERAL CONSTRUCTION, INC.

By: 

Signature

Typed/Printed Name of Signer: Tyler Kimberley

Title of Signer: President/CEO

Date: 07/02/2024

ATTACHMENT TO CONTRACT

SECTION 00 41 13

BID FORM

BIDDER INFORMATION

Project Title: RESERVOIR 3 REPLACEMENT, PHASE 1

Project No.: Work Order No. UP3739

Date: May 21, 2024

Submitted by: 

Tyler Kimberley - President/CEO

Company Name and Address: IMCO General Construction, Inc.
2116 Buchanan Loop
Ferndale, Washington 98248

OFFER

Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Owner for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the prices listed in this Bid Form.

We have included the Bid security as required by the Instructions to Bidders.

All applicable federal taxes are included and State of Washington taxes are excluded from the Unit Prices.

Our bid includes overhead, profit, performance and payment bonds, and all other expenses involved whatsoever.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	CONTRACT PRICE
1	MOBILIZATION, BONDS, DEMOBILIZATION	LS	1	\$2,500,000. ⁰⁰	\$ 2,500,000. ⁰⁰
2	SURVEYING AND CONSTRUCTION STAKING	LS	1	\$ 240,000. ⁰⁰	\$ 240,000. ⁰⁰
3	TRENCH AND EXCAVATION SAFETY SYSTEMS	LS	1	\$ 100,000. ⁰⁰	\$ 100,000. ⁰⁰
4	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1	\$ 135,000. ⁰⁰	\$ 135,000. ⁰⁰
5	EXISTING FIRE TOWER AND DRAFTING PIT DEMOLITION	LS	1	\$ 240,000. ⁰⁰	\$ 240,000. ⁰⁰
6	DEMOLITION	LS	1	\$ 300,000. ⁰⁰	\$ 300,000. ⁰⁰
7	YARD PIPING AND FITTINGS	LS	1	\$5,525,000. ⁰⁰	\$ 5,525,000. ⁰⁰
8	INLET/OUTLET FLOWMETER VAULT	LS	1	\$ 150,000. ⁰⁰	\$ 150,000. ⁰⁰
9	AWWD PS 2 FLOWMETER STRUCTURE	LS	1	\$ 40,000. ⁰⁰	\$ 40,000. ⁰⁰
10	8 MG PRESTRESSED CONCRETE TANKS (AWWA D110, TYPE I) & ACCESSORIES	LS	1	\$10,690,000. ⁰⁰	\$ 10,690,000. ⁰⁰
11	ZONE A ONSITE SPOILS STOCKPILING	CY	45,000	\$ 9. ⁵⁰	\$ 427,500. ⁰⁰
12	ZONE A OVER-EXCAVATION	CY	1,000	\$ 70. ⁰⁰	\$ 70,000. ⁰⁰
13	OVER-EXCAVATION	CY	100	\$ 200. ⁰⁰	\$ 20,000. ⁰⁰
14	FINAL GRADING AND SITE WORK	LS	1	\$250,000. ⁰⁰	\$ 250,000. ⁰⁰
15	UNDERDRAIN SUMP PUMP	LS	1	\$ 75,000. ⁰⁰	\$ 75,000. ⁰⁰
16	STORMWATER IMPROVEMENTS	LS	1	\$ 900,000. ⁰⁰	\$ 900,000. ⁰⁰
17	STORMWATER DETENTION VAULTS	EA	2	\$ 600,000. ⁰⁰	\$ 1,200,000. ⁰⁰
18	ELECTRICAL AND INSTRUMENTATION	LS	1	\$ 700,000. ⁰⁰	\$ 700,000. ⁰⁰
19	AWWD PIPE SUPPORT	LS	1	\$ 150,000. ⁰⁰	\$ 150,000. ⁰⁰
20	CHARLES AND TULALIP CUT/CAPS	EA	6	\$ 70,000. ⁰⁰	\$ 420,000. ⁰⁰
21	LAUREN VALVE CONNECTION	LS	1	\$ 400,000. ⁰⁰	\$ 400,000. ⁰⁰
22	FEDERAL AVENUE CONNECTION	LS	1	\$ 360,000. ⁰⁰	\$ 360,000. ⁰⁰
23	TESTING, STARTUP, AND O&M MANUAL	LS	1	\$ 40,000. ⁰⁰	\$ 40,000. ⁰⁰
24	RECORD DRAWINGS	LS	1	\$ 275,000. ⁰⁰	\$ 275,000. ⁰⁰
25	FORCE ACCOUNT	FA	1	\$ 200,000	\$ 200,000. ⁰⁰
	SUB-TOTAL				\$ 25,457,500. ⁰⁰
	SALES TAX (9.9%)				\$ 2,520,242. ⁵⁰
	TOTAL BID				\$ 27,977,742. ⁵⁰

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within 14 days of receipt of Notice of Award.

Furnish the required 100% payment and 100% performance bonds within 14 calendar days of receipt of Notice of Award in the form described in Contract Documents.

Submit to the City in pdf format within 14 calendar days of receipt of Notice of Award the certificate of insurance and additional insured endorsements in accordance with the Contract Documents

Commence Work within seven calendar days after receipt of Notice to Proceed.

If this Bid is accepted within the indicated time, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which Contract is signed.

In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this Bid is accepted, we will:

Begin work immediately after receiving Owner's letter of Notice to Proceed and to reach Substantial Completion within the dates required under the Contract Documents.

Agree to pay liquidated damages to the City as stated in the Contract in the event the project is not completed on or before required time periods.

Contract with the Owner using the Contract form provided herewith, on the terms and conditions contained herein, to do everything necessary to complete the construction of the project in the allotted time.

ADDENDA

Following Addenda have been received, and the modifications to the Bid Documents noted below have been considered and all costs are included in the Bid.

Addendum No.....01....., dated Apr 16, 2024

Addendum No.....02....., dated Apr 30, 2024

Addendum No.....03....., dated May 06, 2024

Addendum No.....04....., dated May 13, 2024

Addendum No.....05....., dated May 16, 2024

Addendum No....., dated

BIDDER CERTIFICATIONS

Bidder, at the time of submitting this Bid and throughout the period of the contract, will remain licensed by the state of Washington to perform the type of work required under the Contract Documents.

Bidder is skilled and regularly engaged in the general class and type of work required by the Contract Documents and has the capability to successfully manage construction projects.

Bidder agrees to provide upon written request of the City all information related to its qualifications and those of its key personnel and its proposed Subcontractors.

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

DESIGNATED/AUTHORIZED REPRESENTATIVE

Bidder designates Tyler Kimberley - President / CEO of its office to which notice of acceptance of this Bid may be mailed, emailed or delivered.

City may provide notice of any kind to the Bidder using the email address Bidder provides below.

A notice is considered delivered to the Bidder on the date it is emailed to the email address.

INTERESTED PARTIES

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

NAME	TITLE	ADDRESS
Frank Imhof	Chairman of the Board	2116 Buchanan Loop, Ferndale, WA 98248 <u>243 DOLPHIN PL, BELLINGHAM, WA 98229</u> (TK)
Tyler Kimberley	President / CEO	2116 Buchanan Loop, Ferndale, WA 98248 <u>705 BRIAR RD, BELLINGHAM, WA 98225</u> (TK)
Patti Imhof	Treasurer	2116 Buchanan Loop, Ferndale, WA 98248 <u>243 DOLPHIN PL, BELLINGHAM, WA 98229</u> (TK)
Ashley Kimberley	Corporate Secretary	2116 Buchanan Loop, Ferndale, WA 98248 <u>705 BRIAR RD, BELLINGHAM, WA 98225</u> (TK)

BID FORM SIGNATURES

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

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

Signed this 21st day of May, 2024

Name of Bidder: IMCO General Construction, Inc.

Signature of Bidder's Authorized Agent: Tyler Kimberley

City and State Where Signed: Ferndale, Washington

Title: President / CEO

Phone: 360-671-3936

State of Incorporation Washington Contractor's License No. IMCOGI*215R1

Washington State City of Everett General
Business License No. 043657

Email address of Bidder's authorized Agent:

tkimberley@imcoconstruction.com

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END OF SECTION

SECTION 00 43 13
BID SECURITY FORM

BID SECURITY/DEPOSIT

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

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



Signature

BID BOND

Bond No. Bid

Project: Reservoir 3 Replacement, Phase 1

Project No.: Work Order # UP3739

KNOW ALL MEN BY THESE PRESENTS,

that IMCO General Construction, Inc. (Contractor), a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and

Fidelity and Deposit Company of Maryland (Surety), a corporation organized under the laws of the State of Illinois 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 of the Total Bid Amount and 00 /100's Dollars (\$ 5% of the Total Bid Amount), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

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

It is expressly understood and agreed that:

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

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

C. This obligation shall be null and void if:

1. The City accepts Bidder's bid and Bidder delivers within the time required by the bidding documents (or any extension thereof agreed to in writing by the City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or
2. All bids are rejected by the City.

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

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

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

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

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

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

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

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

BIDDER  IMCO General Construction, Inc. Bidder's Name		SURETY Fidelity and Deposit Company of Maryland (seal) Surety's Name and Corporate Seal
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By: <u>Tylo Hing</u> 5/14/2024 Signature, Title, and Date <u>President/CEO</u> Address: <u>2116 Buchanan Loop</u> <u>Ferndale, WA 98248</u> Attest: <u>Ryan Whitnell</u> <u>ESTIMATING MANAGER</u> 5/14/2024 Signature, Title and Date	 By: <u>Katharine J. Snider</u> 5/14/2024 Signature, Title, and Date <u>Katharine J. Snider,</u> <u>Attorney-in-Fact</u> Address: <u>800 5th Ave, Suite 3810</u> <u>Seattle, WA 98104</u> Attest: <u>Aliceon A. Keltner</u> 5/14/2024 Signature, Title and Date <u>Aliceon A. Keltner, Witness</u>
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**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Aliceon A. KELTNER, James B. BINDER, Cynthia L. JAY, Eric A. ZIMMERMAN, Brandon K. BUSH, Jacob T. HADDOCK, Katharine J. SNIDER, Justin Dean PRICE, Alyssa J. LOPEZ of Seattle, Washington, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of September, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

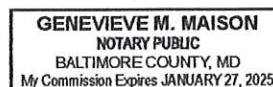
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 14th day of May, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

END OF SECTION

SECTION 00 43 36

PROPOSED SUBCONTRACTORS FORM

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

Type/Scope of Work	Name and Address of Subcontractor or Bidder
HEATING Subcontractor, bidder or "no work" MUST be stated	<u>HARRIS</u> <u>3436 AIRPORT DRIVE</u> <u>BELLINGHAM, WA 98226</u>
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" MUST be stated	<u>HARRIS</u> <u>3436 AIRPORT DRIVE</u> <u>BELLINGHAM, WA 98226</u>
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" MUST be stated	<u>HARRIS</u> <u>3436 AIRPORT DRIVE</u> <u>BELLINGHAM, WA 98226</u>
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" MUST be stated	<u>Service Electric Co., Inc.</u> <u>1615 First Street, P.O. Box 1489</u> <u>Snohomish, WA 98291</u>
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" MUST be stated	<u>IMCO GENERAL CONSTRUCTION, INC.</u> <u>2116 BUCHANAN LOOP</u> <u>FEDERALIA, WA 98240</u>
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	<u>Pacific Steel Group</u> <u>401 Alexander Avenue East</u> <u>Tacoma, WA 98422</u>

END OF SECTION

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SECTION 00 45 19
NON-COLLUSION AFFIDAVIT

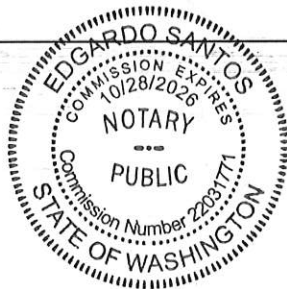
STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

The undersigned, being duly sworn, on oath says that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the said 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 other 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.

IMCO General Construction, Inc
Firm Name

Tyler Kimberley
Authorized Signature Tyler Kimberley
President / CEO

SUBSCRIBED and SWORN to before me this 21st day of July, 20 24.



EDGARDO C. SANTOS
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue, WA
My commission expires: 10/28/2026

END OF SECTION

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SECTION 00 45 39
RCW 35.22.650 CERTIFICATION

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

RCW 35.22.650

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

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

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

- I. Bidder confirms that it actively solicits employment of minority group members.
YES (yes or no)
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: 1% (state estimated percentage)
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 1% (state estimated percentage)
- IV. List all minority businesses from whom bids or quotes for goods or services on this Project have been solicited (attach additional sheet if necessary):

Minority Business Name	Address	Goods or Services Involved	Certification Number*
SEE ATTACHED LIST			

Company Name (Location)	Location Name	Address 1	Address 2	Zip Code	City	State	Goods or Services Involved	Certification Number
Silver Streak (Maple Valley, WA)	Maple Valley, WA	23700 SE 264th Street		98038	Maple Valley	Washington	Aggregates & Trucking	D2F0018670
Burly Products Corporation (Post Fall Post Falls, ID)		3999 W. St. Joe Ave.		83854	Post Falls	Idaho	Fabricated Metals & Insta	D1M0023827
AJ Asphalt Paving (Kent, WA)	Kent, WA	25210 45 Pl S		98032	Kent	Washington	Asphalt Paving	D6M0023495
HI Grade Construction Asphalt And S. Milton, WA		900 Meridian Ave East	Suite 19	98954	Milton	Washington	Asphalt Paving	D5F0021914
Highline Pavement Maintenance (Mc Mount Vernon		PO Box 606		98273	Mount Vernon	Washington	Asphalt Paving	D1M0023263
Meko Construction Inc (Shohomish, \ Snohomish, WA		3330 Bickford Ave Ste 203		98290	Snohomish	Washington	General Construction	M3M0012029
Oceanside Construction Inc (Bellingham Bellingham, WA		1225 E Sunset Dr Ste 145		98226	Bellingham	Washington	General Construction	D1M0024852
The Bag Lady (Puyallup, WA)	Puyallup, WA	11124 Valley Avenue E		98372	Puyallup	Washington	Erosion Control	D2F0016394
ADP Construction Services (Tacoma, Tacoma, WA		2018 S 17th Street		98405	Tacoma	Washington	Electrical	D3M0012247
Apex Electrical Group LLC (Auburn, V Auburn, WA		3420 C St NE STE 404		98002	Auburn	Washington	Electrical	M3M0027438
Ashford Electric & Construction Co. (I Kirkland, WA		909 Kirkland Avenue		98033	Kirkland	Washington	Electrical	P00027438
Electric West (Mt. Vernon, WA)	Mt. Vernon, WA	817 North 6th St., Ste.B		98273	Mt. Vernon	Washington	Electrical	D5M0010152
G & G Incorporated (Kent, WA)	Kent, WA	18044 Se 224th St		98032	Kent	Washington	Electrical	P00010152
Sundancer Electric (Kent, WA)	Kent, WA	25500 74th Avenue South		98032	Kent	Washington	Electrical	D5F0010391
Castaneda Landscaping (Aberdeen, V Aberdeen, WA		418 Conger St		98520	Aberdeen	Washington	Landscaping	M5F0010391
Daramola Inc. (Forest Clouds) (Seattl Seattle, WA		800 5th Ave	STE 101-235	98104	Seattle	Washington	Landscaping	D1M0022607
Garrison Creek Landscaping (Kent, W Kent, WA		PO Box 1511		98035	Kent	Washington	Landscaping	M1M0022607
HAMD Enterprises (Woodinville Woodinville		8611 216th St SE		98072	Woodinville	Washington	Landscaping	D5M0024793
His Hands Lawn Care (Silverdale Silverdale		6300 NW Concrete Blvd		98383	Silverdale	Washington	Landscaping	M5M0024793
Lopez Valley Nursery and Landscapin Sedro-Woolley, Washington		10624 Collins Road		98284	Sedro-Woolley	Washington	Landscaping	D3M0025973
Meece Construction LLC (Tulalip, WA Tulalip, WA		5207 6th Ave Northwest		98271	Tulalip	Washington	Landscaping	M3M0019019
Out West Landscape And Irrigation Ir Monroe, WA		PO Box 1556		98272	Monroe	Washington	Landscaping	D6M0023464
Pacific Earth Works (Monroe) Monroe		12411 Wagner Road		98272	Monroe	Washington	Landscaping	M4M0023464
Morse Steel (Bellingham, WA) Bellingham, WA		3006 W Illinois Street		98225	Bellingham	Washington	Rebar	D5M0026068
PNW Reinforcing Inc (Auburn, WA) Auburn, WA				98092	Auburn	Washington	Rebar	D5M0026741
Sunset Company (Renton, WA) Renton, WA		16444 SE 135th St, Renton		98057	Renton	Washington	Rebar	M5M0025957
Top Iron LLC (Bonney Lake, WA) Bonney Lake, WA		8203 205TH AVE E		98391	Bonney Lake	Washington	Rebar	D1M0025957
Western Industries (Western Rebar C Maple Valley, WA		26828 Maple Valley Hwy		98038	Maple Valley	Washington	Rebar	D2F0010710
Sea-Tac Sweeping Service (Kent, WA) Kent, WA		26305 79th Avenue South		98032	Kent	Washington	Sweeping	D2F0027932
DHD Trucking (Seattle, WA) Seattle, WA		5573 23rd Avenue South		98108	Seattle	Washington	Trucking	W2F0027032
Marwood General Construction (Mar Marwood General Construction		18887 WA 305 NE		98370	Poulsbo	Washington	Trucking	S000027837

*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: May 21, 2024
 Tyler Kimberley - President / CEO

END OF SECTION



2/7/2020

To whom it may concern:

At a regular meeting of the IMCO Board of Directors on January 20th, 2020, it was decided to make Tyler Kimberley the President and CEO of IMCO General Construction, Inc. Frank Imhof will now be the Chairman of the Board and Ashley Kimberley will be Corporate Secretary. Tyler Kimberley, Ashley Kimberley and Frank Imhof will all have the authority to sign corporate documents that require the signature of an officer.

Sincerely,

A handwritten signature in blue ink that reads 'Tyler Kimberley'.

Tyler Kimberley

President/CEO

A handwritten signature in black ink that reads 'Frank Imhof'.

Frank Imhof

Chairman of the Board

A handwritten signature in black ink that reads 'Patti Imhof'.

Patti Imhof

Treasurer

A handwritten signature in black ink that reads 'Ashley Kimberley'.

Ashley Kimberley

Corporate Secretary











Reservoir 3 Replacement Phase 1_Final for Signature_SD

Final Audit Report

2024-07-03

Created:	2024-07-01
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAg086LHWcVqT2qcYbWoMo9uQXcyJq2BQ

"Reservoir 3 Replacement Phase 1_Final for Signature_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to Souheil Nasr (SNasr@everettwa.gov) for approval
2024-07-01 - 3:39:29 PM GMT
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2024-07-03 - 0:38:56 AM GMT
-  Signer tkimberley@imcoconstruction.com entered name at signing as Tyler Kimberley
2024-07-03 - 0:40:58 AM GMT
-  Document e-signed by Tyler Kimberley (tkimberley@imcoconstruction.com)
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Agreement completed.

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