

CITY OF EVERETT, WASHINGTON

CONTRACT



THIS CONTRACT is made and entered into by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington, (the “City”) and **Diverse Earthworks 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 appurtenances in accordance with the Specifications and Plans entitled: **“WEST MARINE VIEW DRIVE/ALVERSON AND 41<sup>ST</sup> ST/GRAND AVE PEDESTRIAN IMPROVEMENTS”** (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](http://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 | <a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1756376&amp;searchid=4936e5cf-f830-4d37-8dff-7313cc0df890&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1756376&amp;searchid=4936e5cf-f830-4d37-8dff-7313cc0df890&amp;dbid=0</a><br>This is a 359-page pdf digitally signed by the City of Everett 024.09.16 10:50:49 -07'00' |
|-------------|--|

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

**2. Time for Completion.** Substantial completion shall be achieved within **sixty(60)** working days after the effective date of the Notice to Proceed. Physical completion shall be within **ten (10)** working days of the actual date of issuance of substantial completion.

**3. Liquidated Damages.** The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the work in all respects and have it ready for use by the substantial completion date stated. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages as computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, for each and every working day required to accomplish substantial completion of the work in excess of the period established above for substantial completion. For overruns in contract time occurring after the physical completion date, liquidated damages shall be assessed at the rate computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, until the work is physically complete.

**4. Contract Amount.** The amount of this Contract is five hundred nineteen thousand, four hundred thirty six dollars and ninety three cents (\$519,436.93) and is based on the proposal/bid submitted by Contractor dated **August 20, 2024**. A copy of the 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.** Except as provided by RCW 60.28.011(1)(b), five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released (A) as required by law or (B) 60 days after completion of all contract work if there are no claims against retained funds. In cases where all contract work other than landscaping is completed, retained amounts other than the five percent earned for landscaping, shall be released within 60 days of completion as may be required by applicable law. Within 30 days of accepting a retainage bond, the bonded portion of the retained funds shall be released as may be required by applicable law.

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

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

## **8. Indemnification.**

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

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

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

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

and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

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

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

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

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

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

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

**CITY OF EVERETT  
WASHINGTON**

By: 

Cassie Franklin, Mayor

09/30/2024

Date

ATTEST:



Office of the City Clerk



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
OCTOBER 31, 2023

**CONTRACTOR:**

**DIVERSE EARTHWORKS INC.**

By: 

Signature

Typed/Printed Name of Signer: Jerry Jensen \_

Title of Signer: Co-President

Date: 09/27/2024

**ATTACHMENT TO CONTRACT**

**CITY OF EVERETT, WASHINGTON**

**CONTRACT PROVISIONS**

**WEST MARINE VIEW DRIVE/ALVERSON AND 41ST ST/GRAND AVE  
PEDESTRIAN IMPROVEMENTS \***

**WORK ORDER #3630  
STATE FUND# HLP-PB15(032)**

**BID PROPOSAL**

To the City Council  
Everett, Washington

The undersigned bidder declares that they have carefully examined the Plans and Specifications, Notice to Contractors, Instructions to Bidders, Standard Specifications, Special Provisions, Appendices, Proposal, and Contract for the replacement of the existing pedestrian path in Hibulb park with HMA in the same location. All path excavated material is considered hazardous materials to be disposed of at an approve site. The path will be extended north to the West Marine View Drive and Alverson intersection where it will join new cement concrete sidewalk that terminates at the existing south end of the rapid flashing beacon. New ADA ramp, new raised median on West Marine View Drive at the Rapid Flashing Beacon, a short landscape retaining wall, signage, and illumination. At 41st/Grand Ave upgrade existing crosswalk with new ADA ramps and Rapid Flashing Beacons with an advance notice flasher and performing all Work as required by the Contract Documents and other such work as may be necessary, in accordance with the Specifications, as shown on the Plans. The undersigned bidder declares that it has made such investigations as are necessary to determine the conditions to be encountered, and that if this Proposal is accepted the undersigned bidder will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and will furnish all labor and materials as specified in the Contract, or called for in the plans, or necessary to complete the work in the manner herein specified and according to the requirements of the Engineer.

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

The undersigned bidder agrees that it will complete the work in all respects within **60** working days from the date of written Notice to Proceed; that they will pay liquidated damages to the City in the amount specified in the Contract.

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



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

[illegible]

Dated at: Tulalip WA Date: 8/20/2024

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

BIDDER: Diverse Earthworks Inc

| Item No. | ITEM DESCRIPTION                         | Unit | Bid Qty | UNIT PRICE  | TOTAL AMOUNT |
|----------|--|------|---------|-------------|--------------|
| 1        | MOBILIZATION                             | LS   | 1       | \$24,150.00 | \$24,150.00  |
| 2        | CLEARING AND GRUBBING                    | ACRE | 0.26    | \$18,996.15 | \$4,939.00   |
| 3        | REMOVING PLASTIC LINE                    | LF   | 1699    | \$1.65      | \$2,803.35   |
| 4        | REMOVING PLASTIC TRAFFIC MARKING         | EA   | 2       | 260.00      | 520.00       |
| 5        | REMOVING PLASTIC CROSSWALK LINE          | SF   | 250     | \$7.00      | \$1,750.00   |
| 6        | REMOVING MISCELLANEOUS TRAFFIC ITEM      | LS   | 1       | \$575.00    | \$575.00     |
| 7        | HAZARDOUS MATERIAL EXCAVATION INCL. HAUL | TON  | 599     | \$131.54    | \$78,792.46  |
| 8        | ROADWAY EXCAVATION INCL. HAUL            | CY   | 120     | \$79.37     | \$9,524.40   |
| 9        | CRUSHED SURFACING BASE COURSE            | TON  | 507     | \$58.98     | \$29,902.86  |
| 10       | HMA CL. 1/2 IN. PG 64-22                 | TON  | 229     | \$210.00    | \$48,090.00  |
| 11       | SAWCUTTING ASPHALT                       | LF   | 240     | \$11.45     | \$2,748.00   |
| 12       | INLET PROTECTION                         | EA   | 2       | \$97.75     | \$195.50     |
| 13       | TOPSOIL TYPE C                           | SY   | 1375    | \$24.31     | \$33,426.25  |
| 14       | SOD INSTALLATION                         | SY   | 1375    | \$15.78     | 21,697.50    |
| 15       | HIGH VISABILITY FENCE                    | LF   | 2625    | \$4.83      | \$12,678.75  |
| 16       | SILT FENCE                               | LF   | 200     | \$5.50      | 1,100.00     |
| 17       | CEMENT CONC. TRAFFIC CURB AND GUTTER     | LF   | 54      | \$77.83     | \$4,202.82   |
| 18       | CEMENT CONC. PEDESTRIAN CURB             | LF   | 36      | \$90.29     | \$3,250.44   |



| Item No. | ITEM DESCRIPTION                                     | Unit | Bid Qty | UNIT PRICE   | TOTAL AMOUNT |
|----------|--|------|---------|--------------|--------------|
| 19       | CEMENT CONCRETE CURB TYPE E-1                        | LF   | 237     | \$ 60.99     | \$ 14,454.63 |
| 20       | PLASTIC TRAFFIC ARROW                                | EA   | 2       | \$ 425.00    | \$ 850.00    |
| 21       | 24-INCH PLASTIC CROSSWALK LINE                       | LF   | 190     | \$ 25.00     | \$ 4,750.00  |
| 22       | PLASTIC BICYCLE LANE SYMBOL                          | EA   | 4       | \$ 500.00    | 2,000.00     |
| 23       | 4-INCH PLASTIC LINE                                  | LS   | 330     | \$ 4.50      | \$ 1,485.00  |
| 24       | 8-INCH PLASTIC LINE                                  | LF   | 1,870   | \$ 6.70      | \$ 12,529.00 |
| 25       | PRECAST SLOPED MOUNTABLE CURB                        | LF   | 107     | \$ 72.00     | \$ 7,704.00  |
| 26       | PEDESTRIAN TRAFFIC CONTROL                           | LS   | 1       | \$ 18,200.00 | 18,200.00    |
| 27       | PERMANENT SIGNING                                    | LS   | 1       | \$ 12,946.00 | 12,946.00    |
| 28       | PROJECT TEMPORARY TRAFFIC CONTROL                    | LS   | 1       | \$ 29,750.00 | 29,750.00    |
| 29       | ILLUMINATION SYSTEM                                  | LS   | 1       | \$ 21,026.00 | 21,026.00    |
| 30       | TRAFFIC SIGNAL SYSTEM                                | LS   | 1       | \$ 47,029.00 | 47,029.00    |
| 31       | TRAFFIC CONTROL SUPERVISOR                           | LS   | 1       | \$ 6,900.00  | 6,900.00     |
| 32       | ROADWAY SURVEYING                                    | LS   | 1       | \$ 10,000.00 | 10,000.00    |
| 33       | ADA FEATURE SURVEYING                                | LS   | 1       | \$ 2,500.00  | 2,500.00     |
| 34       | Curb Ramp Type Parallel B                            | EA   | 1       | \$ 805.35    | 805.35       |
| 35       | TYPE D CURB RAMP                                     | EA   | 2       | \$ 2,598.50  | 5,197.00     |
| 36       | DETECTABLE WARNING SURFACE                           | SF   | 60      | \$ 81.64     | 4,898.40     |
| 37       | CEMENT CONC. SIDEWALK                                | SY   | 134     | \$ 102.65    | 13,755.10    |
| 38       | ADJUST JUNCTION BOX                                  | EA   | 4       | \$ 281.75    | 1,127.00     |
| 39       | ADJUST CATCH BASIN                                   | EA   | 1       | \$ 747.50    | 747.50       |
| 40       | CEMENT CONCRETE MODULAR BLOCK UNIT<br>RETAINING WALL | SF   | 76      | \$ 57.87     | 4,398.12     |
| 41       | MINOR CHANGE   | FA   | 1       | \$ 5,000     | 5,000.00     |

|                         |  |    |    |             |                      |
|-------------------------|--|----|----|-------------|----------------------|
| 42                      | SPCC PLAN  | LS | 1  | \$ 1,725.00 | 1,725.00             |
| 43                      | 24-inch Plastic Green Bike Lane Extension Line       | SF | 80 | 33.60       | 2,688.00             |
| 44                      | 24-inch Plastic Stop Bar Line                        | LF | 30 | 37.10       | 1,113.00             |
| 45                      | Plastic Sharrow Straight (white on green background) | EA | 3  | 1,837.50    | 5,512.50             |
|                         |  |    |    |             |                      |
| <b>Total Bid Amount</b> |  |    |    |             | <b>\$ 519,436.93</b> |

## 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: 10% [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):

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MINORITY CERTIFICATION

## City of Everett

| Minority Business Name | Address                      | Goods or Services Involved | Certification Number* |
|------------------------|------------------------------|----------------------------|-----------------------|
| Ashford Electric       | 909 Kirkland Ave Kirkland WA | Electrical                 | D2F2604453            |
|                        |                              |                            |                       |
|                        |                              |                            |                       |
|                        |                              |                            |                       |
|                        |                              |                            |                       |

\*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: \_\_\_\_\_

MINORITY CERTIFICATION



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

## **NON-COLLUSION DECLARATION**

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

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

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**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.

## BID GUARANTY

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

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

Signature

**BID BOND**

Bond No. N/A

**Project** West Marine View Drive/Alverson and 41st St/Grand Ave Pedestrian Improvements  
State Fund# HLP-PB15(032)

W.O. # 3630

KNOW ALL MEN BY THESE PRESENTS,

KNOW ALL MEN BY THESE PRESENTS,  
that Diverse Earthworks, Inc. [Contractor], a corporation organized  
under the laws of the State of WA, and registered to do business in the State of  
Washington as a contractor, as Principal, and  
Old Republic Surety Company [Surety], a corporation  
organized under the laws of the State of PA 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.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents.
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 Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents, or





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Jim W. Doyle, Chad M. Epple, Jim S. Kuich, Carol Lowell, Ted Baran, Steve Wagner, Theresa A. Lamb, Michael A. Murphy, Annette Troseth, Amanda L. Ivey, Sarah Behrens, Emma C. Doleshel, Heather L. Allen, Natalie C. Chau of Bothell, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of June, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of June, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 5757

Signed and sealed at the City of Brookfield, WI this 20th day of August, 2024.

Karen J. Haffner  
Assistant Secretary



APWA-WA Division 1 Committee

rev. 1/8/2016


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### Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: \_\_\_\_\_ 0% \_\_\_\_\_ percent.

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

Bidder: Diverse Earthworks Inc  
 Signature of Authorized Official:   
 Date: August 20, 2024

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

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (July 30, 2024), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Diverse Earthworks Inc

Bidder's Business Name

A handwritten signature in blue ink, appearing to be 'Jerry Jensen', written over a horizontal line.

Signature of Authorized Official\*

Jerry Jensen

Printed Name

Co-President

Title

August 20, 2024

Date

Tulalip

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

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










# 3630 WMVD\_Alverson and 41st St\_Grand Ave Pedestrian Improvements\_Final for Signature.Revised

Final Audit Report

2024-09-30


|                 |  |
|-----------------|--|
| Created:        | 2024-09-26                                   |
| By:             | Marista Jorve (mjorve@everettwa.gov)         |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAT8Bv4iF6GDjunDPG6L7nVpPma4cye2KJ |

## "3630 WMVD\_Alverson and 41st St\_Grand Ave Pedestrian Improvements\_Final for Signature.Revised" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Document emailed to Laura Claywell (LClaywell@everettwa.gov) for approval  
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-  Email viewed by jerry@diverseearthworks.com  
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-  Signer jerry@diverseearthworks.com entered name at signing as Jerry Jensen  
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-  Document e-signed by Jerry Jensen (jerry@diverseearthworks.com)  
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 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

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 Agreement completed.

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