EVERETT

CITY OF EVERETT, WASHINGTON ON-CALL CONTRACT #2024-131

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

1. <u>Basic Provisions</u>:

Solicitation Name	ON-CALL COMMERCIAL DIVING	
Brief Description of Work	Commercial diving services at various City of Everett locations.	
Contractor	Associated Underwater Services Inc.	
	3901 E Ferry Ave	
	Spokane, WA 99202	
	samantha@ausdiving.com	
City Project Manager	Mike Robinson	
	City of Everett – Public Works	
	3200 Cedar Street	
	Everett, WA 98201	
	mrobinson@everettwa.gov	
Contract Documents	The following documents ("Contract Documents") are incorporated by reference and are hereby made a part of this Contract: this Contract document; Invitation for Quote and addenda thereto, including without limitation any Instructions, General Conditions, Specifications, Contractor Commitment and Information, Price Sheet, Certification of Compliance, Minority Business Certification, Contractor References, and any other document included in the Invitation to Quote; Work Orders; change orders; all provisions required by law, and the following document(s), if any:	
	N/A Contractor's response to the solicitation is a Contract Document, but only to the extent it is responsive to the solicitation.	

Contractor Insurance Contact Information	Matt Edmonds
	503-943-6656
	Matt.edmonds@mcgriff.com

- 2. The Work. In consideration of the sums to be paid to it by the City, the Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete all work as set forth in the Contract Documents. The Contract Documents are shown in the Basic Provisions. The work set forth in the Contract Documents is referred to herein as either the "Work" or the "Project." If there is any inconsistency in the parts of the Contract Documents, then the most stringent on the Contractor applies, unless the City's authorized representative determines otherwise in writing. The Work required in one part must be furnished even if not mentioned in other parts of the Contract. These parts complement each other in describing the complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. This Contract is an on-call contract under RCW 35.22.620(11), and the Contract Documents will be interpreted and applied so that the City and Contractor are in compliance with that statute.
- 2. <u>Contract Term</u>. In compliance with RCW 35.22.620(c), the term of this Contract is three (3) years starting on the Effective Date. The City has an option to extend the Contract Term by one (1) year. The City may exercise this option by deliver of a written notice no later than the end of the Contract Term.

3. Work Orders.

- (a) Work Orders for Work. During the Contract Term, the City will issue work orders to the Contractor for items of Work. A work order will operate as notice to proceed only for the Work specified in the work order. The Contractor will not undertake any Work that is not specified in a work order. In addition to specifying the Work to be completed, a work order will state the amount to be paid for the Work specified in the work order, which will be based on the unit prices in Form 3.02 or as such unit prices may be adjusted elsewhere in the Contract Documents. A work order will state a reasonable number of days allowed for completion of the Work specified in the work order. Upon receipt of the work order, the Contractor will begin the Work specified in the work order and shall complete such Work within the number of days stated in the work order. If a purchase order is issued for Work under this Contract, it is only a Work Order. Such purchase order's pre-printed terms and conditions are not part of the Contract.
- (b) Revised Work Orders. After issuance of a work order for Work, the City reserves the right at any time to issue one or more revised work orders, changing the Work under that work order. Revised work orders may result in an increase or decrease in compensation paid to the Contractor or in the time allowed for the Contractor to do the Work. These changes will be shown in the revised work orders. Such changes shall not invalidate the Contract nor release the surety, and the Contractor agrees to

- perform the Work as changed by the revised work orders. The Contractor shall not proceed with a change to the Work without a revised work order or other written directive from the City.
- (c) No Guarantee by City as to Amount or Combination of Work. The City does not guarantee any specific amount of Work will be given to Contractor under this Contract. Issuance of work orders is at the City's sole discretion. The City reserves the right to issue no work orders at all. The City also does not guarantee that work orders will combine Work in ways that are advantageous to the Contractor. The City reserves the right to issue work orders on a piecemeal basis, issuing multiple work orders with single Work items. Such piecemealing does not affect the unit prices and does not affect the Contractor's obligation to complete the Work as set forth in such work orders.
- (d) <u>Unit Prices Fixed Regardless of Number of Units Ordered</u>. The line item unit prices in Form 3.02 are fixed regardless of the number of line items actually ordered by the City. Adjustments to unit prices are governed solely by Section 2.21, Pricing Adjustments. The estimated quantities of line items in Form 3.02 are only for bidding convenience and actual quantities ordered by the City may vary from such estimates.
- 4. <u>Compensation</u>. The basis for payment to the Contractor will be the actual amount of Work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. Although the City will pay the Contractor for all Work completed in accordance with the Contract, this Contract guarantees no specific amount of Work, as the amount of Work under this Contract is dependent on the City issuance of work orders, which is at the City's sole discretion. In no event shall the total amount paid Contractor exceed the amounts calculated by the unit prices in Form 3.02 (or as such unit prices may be adjusted elsewhere in the Contract Documents) for completed Work. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.
- 5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to ensure to comply with RCW Chapter 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.
- 6. <u>Compliance with Employment and Wage Laws</u>. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

- 7. <u>Disadvantaged Business Enterprises</u>. Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.
- 8. Indemnification. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees and agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents or third persons in such suit. The Contractor's obligations under this Section 8 shall not apply to loss, claims, demands, suits, damage, or liability caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular loss, claim, demand, suit, damage, or liability, and (2) such loss, claim, demand, suit, damage, or liability is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City or its agents or employees, then the Contractor's obligations under this Section 8 shall apply only to the extent allowed by RCW 4.24.115. The City shall give Contractor reasonable notice of such claim. The City retains the right to approve claims investigation and counsel assigned to said claim and all investigation and legal work regarding said claim shall be performed under a fiduciary relationship to the City.
- 9. <u>Insurance</u>. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.
- 10. Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. 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. <u>Repair of Damage</u>. 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. <u>Pre-Bid Inspection and Risk of Loss</u>. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
- 13. <u>Headings for Convenience Only</u>. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.
 - 14. <u>Effective Date</u>. This Contract is effective as of the date of the Mayor's signature.
- 15. <u>Counterparts/Signatures</u>. This Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Contract may also be exchanged electronically and any electronic version of any party's signature or any electronic signature (including without limitation AdobeSign) shall be deemed to be an original signature for all purposes.

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

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

Associated Underwater Services Inc.

WASHINGTON	
B	Signature:
Cassie Franklin, Mayor	Name of Signer: Samantha Crumpton
40/40/000	Signer's Email Address: samantha@ausdiving.com
12/18/2024	Title of Signer: Chief Financial Officer
Date	
ATTEST	
Maingon	

CITY OF EVERETT

Office of the City Clerk

EVERETT JULY 3, 2024

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

PERFORMANCE BOND

Bond No.: 4463263				
The City of Everett has awarded to Associated Underwater Services, Inc. (Principal), a contract for the construction of the project designated as On-Call Commercial Diving Services, Project No. 2024-2024-131, in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.				
The Principal, and SureTec Insurance Company (Surety), a corporation organized under the laws of the State of Texas and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of One Hundred Seventy Two and 77/100 US Dollars (\$ 160,172.77), which is the Required Bond Amount, subject to the provisions herein.				
This statutory performance bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.				
The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower-tier subcontractors of the Principal) to faithfully perform the Contract.				
The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond, and notice to Surety is not required for such increased obligation.				
This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.				
Honoline	SURETY SureTec Insurance Company SureTec Insurance Company			
	Printed Name: Jeffrey M. Wilson			
	Title:Attorney-in-Fact			
	Local Office/ Agent of Surety:			
OFFICE OF THE CITY ATTORNEY	Name: McGriff Insurance Services, LLC 2000 International Park Drive, Suite 600 Address: Birmingham, AL 35243			
APPROVED AS TO CITY CHARTER § 4.1	Phone Number: 205-252-9871			
	Email: iewi@mcgriff.com			

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jeffrey M. Wilson, Mark W. Edwards II, Anna Childress, Richard H. Mitchell, William M. Smith

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15in day of August , 2024 .

SureTec Insurance Company

By: Michael C. Keiprig, President

State of Texas

County of Harris:

SEAL SEAL

iviarkei insurance Company

Ligdey Jennings, Vice President

On this 16th day of August , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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

Cheben were

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec insurance Company and Markel insur

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 5th day of December , 2024

SureTec Insurance Company

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

Indrew Marquis, Assistant Secretary

PAYMENT BOND

Bond No4463263				
The City of Everett has awarded to Associated Underwater Services, I designated as On Call Commercial Diving Services, Project No. 2 is required under the terms of that Contract to furnish a payme Washington (RCW) and (where applicable) 60.28 RCW. The Principal, and SureTec Insurance Company	024-131, in Everett, Washington (Contract), and said Principal			
State of Texas and licensed to do business current list of "Surety Companies Acceptable in Federal Bonds" of Accounts, U.S. Treasury Dept., are jointly and severally held a One Hundred Sixty Thousand One Hundred Seventy Two and 77/100 US Do	in the State of Washington as surety and named in the as published in the Federal Register by the Audit Staff Bureau and firmly bound to the City of Everett in the sum of			
Bond Amount, subject to the provisions herein. This statutory payment bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.				
The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or the subcontractors or lower-tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower-tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.				
The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond, and notice to Surety is not required for such increased obligation.				
This bond may be executed in two (2) original counterparts and bond will only be accepted if it is accompanied by a fully execu behalf of the surety. The Surety agrees to be bound by the law of the state of Washington.	ted and original power of attorney for the officer executing on			
Printed Name: Name: Name:	SURETY SureTec Insurance Company Printed Name: Jeffrey M. Wilson			
Title: President	Title: Attorney-in-Fact			
	Local Office/ Agent of Surety:			
STANDARD BOND FORM OFFICE OF THE CITY ATTORNEY APPROVED AS TO FORM APPROVED AS TO CITY CHARTER § 4.1	Name: McGriff Insurance Services, LLC 2000 International Park Drive, Suite 600 Address: Birmingham, AL 35243			
	Phone Number: 205-252-9871			
	Email: iewi@mcgriff.com			

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jeffrey M. Wilson, Mark W. Edwards II, Anna Childress, Richard H. Mitchell, William M. Smith

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of August , 2024 .

Lindey Jennings, Vice President Michael C. Keinng, President State of Texas County of Harris: On this 15th day of August , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force. IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Marris, the day and year first above written. Chelsea Turner, Notary Public My commission expires 7/6/2028 We, the undersigned Officers of SureTec Insurance Company and Markel Insurance certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the $5 ext{th}$ day of Markel Insurance Company reTec Insurance Company

Andrew Marguls, Assistant

SureTec Insurance Company

Brent Beaty, Assistant Secretary

2024-131 Commercial Diving Services_121224_SD

Final Audit Report 2024-12-19

Created: 2024-12-18

By: Marista Jorve (mjorve@everettwa.gov)

Status: Signed

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