

SMALL WORKS CONTRACT

THIS CONTRACT is dated and effective as of the date of the Mayor's 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. Basic Provisions:

Solicitation Name	2024-115 Kiwanis Park Electrical
Brief Description of Work	This project includes all electrical work, including installation and connection of the Sutu brand interactive ball board, light pole, and equipment furnished by others.
Contractor	Dickson Electric LLC
	5815 163rd Avenue SE Snohomish, WA 98290
	kurt@dicksonelectricllc.com
City Project Manager	Lolly Huggins
	City of Everett – Parks and Facilities 802 E. Mukilteo Blvd Everett, WA 98203 lhuggins@everettwa.gov
Contract Time	The Work shall be physically complete in all respects within 90 calendar days from the date of issuance of the Notice to Proceed.
Contract Price	\$31,796.27
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; 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	Hailey Petty
	360-794-5404
	hpetty@amfam.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 entire work set forth in the Contract Documents is referred to herein as either the "Work" or the "Project." If a purchase order is issued for the Work, it is only a Notice to Proceed. Such purchase order's pre-printed terms and conditions are not part of the Contract. 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.

3. **Contract Time.** The Work shall be complete as stated in the Basic Provisions.

4. **Contract Price.** The amount of this Contract is the Contract Price stated in the Basic Provisions and is based on the quote submitted by the Contractor for the solicitation stated in the Basic Provisions. 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 Price 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 Price 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.** In addition to retainage under chapter 60.28 RCW, 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. Disadvantaged Business Enterprises. 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 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 shall apply only to the extent of Contractor's negligence. 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. This section survives any termination, completion or expiration of this Contract.

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. 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. 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 quote, 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 quote 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. 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. This Contract is effective as of the date of last signature below.

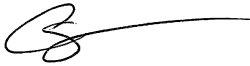
15. Counterparts/Signatures. This Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble 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.

**CITY OF EVERETT
WASHINGTON**

DICKSON ELECTRIC LLC



Cassie Franklin, Mayor

12/23/2024

Date

ATTEST



Office of the City Clerk

Signature: Kurt Dickson

Name of Signer: Kurt Dickson

Signer's Email Address: Kurt@dicksonelectricllc.com

Title of Signer: Owner



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 3, 2024



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: December 5th, 2024

AGENT CODE: 46 18158

ATTENTION: Sally

Number of Pages: 4

RE: Bond 72691826 - Dickson Electric, LLC

Kiwanis Park Electrical

Contract Amount: \$ 31,796

Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the following documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company bond kit to each bond issued.

Premium: \$954.00

Commission Percentage: 30.0

Effective: November 25th, 2024

***Please reference the CNA Surety web site www.cnasurety.com for easy access to our Fast Track Application.

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

Business Services

PERFORMANCE BOND

Bond No.: 72691826

The City of Everett has awarded to Dickson Electric, LLC (Principal), a contract for the construction of the project designated as Kiwanis Park Electrical, Project No. 2024-115 , in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and WESTERN SURETY COMPANY (Surety), a corporation organized under the laws of the State of South Dakota 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 Thirty One Thousand Seven Hundred Ninety Six and 27/100 JS Dollars (\$ 31,796.27), which is the Contract Price, 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.

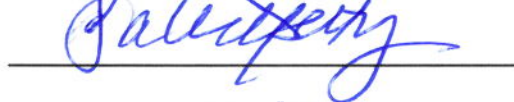
PRINCIPAL Dickson Electric, LLC



Printed Name: Kurt Dickson

Title: owner

SURETY WESTERN SURETY COMPANY



Printed Name: Sally A Petty

Title: Attorney-in-Fact
November 25th, 2024

Local Office/ Agent of Surety:

Name: A F B SALLY A. PETTY

Address: 333 W. MAIN ST., MONROE, WA 98272

Phone Number: 360-794-5404

Email: SALLY.PETTY@AMFAM.COM

STANDARD BOND FORM
OFFICE OF THE CITY ATTORNEY
APPROVED AS TO FORM
APPROVED AS TO CITY CHARTER § 4.1

PAYMENT BOND

Bond No. 72691826

The City of Everett has awarded to Dickson Electric, LLC (Principal), a contract for the construction of the project designated as Kiwanis Park Electrical, Project, No. 2024-115, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and WESTERN SURETY COMPANY (Surety), a corporation organized under the laws of the State of South Dakota 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 Thirty One Thousand Seven Hundred Ninety Six and 27/100 US Dollars (\$ 31,796.27), which is the Contract Price, 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 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.

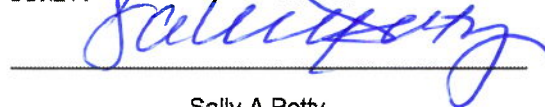
PRINCIPAL Dickson Electric, LLC



Printed Name: Kurt Dickson

Title: owner

SURETY WESTERN SURETY COMPANY



Printed Name: Sally A Petty

Title: Attorney-in-Fact

November 25th, 2024

STANDARD BOND FORM
OFFICE OF THE CITY ATTORNEY
APPROVED AS TO FORM
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:

Name: A F B SALLY A. PETTY

Address: 333 W. MAIN ST., MONROE, WA 98272

Phone Number: 360-794-5404

Email: SALLY.PETTY@AMFAM.COM

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72691826

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Sally A Petty

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Dickson Electric, LLC

Obligee: City of Everett

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72691826 is not issued on or before midnight of February 20th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 25th day of November, 2024.

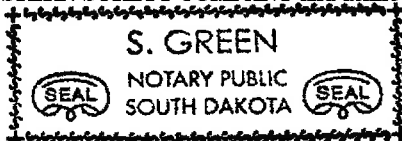
STATE OF SOUTH DAKOTA
COUNTY OF MINNEAPHAHA

} ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 25th day of November, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 25th day of November, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.












2024-115 Kiwanis Park Electrical_121124_SD

Final Audit Report

2024-12-23

Created:	2024-12-18
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQUQotBMabiemPnH-t7HaSlq6raQ9CHDN

"2024-115 Kiwanis Park Electrical_121124_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-12-18 - 10:45:42 PM GMT
-  Document emailed to Jenny Chang (JCHANG@EVERETTWA.GOV) for approval
2024-12-18 - 10:46:11 PM GMT
-  Email viewed by Jenny Chang (JCHANG@EVERETTWA.GOV)
2024-12-18 - 10:49:37 PM GMT
-  Document approved by Jenny Chang (JCHANG@EVERETTWA.GOV)
Approval Date: 2024-12-18 - 11:10:18 PM GMT - Time Source: server
-  Document emailed to kurt@dicksonelectricllc.com for signature
2024-12-18 - 11:10:20 PM GMT
-  Email viewed by kurt@dicksonelectricllc.com
2024-12-18 - 11:28:08 PM GMT
-  Signer kurt@dicksonelectricllc.com entered name at signing as Kurt Dickson
2024-12-20 - 7:50:31 PM GMT
-  Document e-signed by Kurt Dickson (kurt@dicksonelectricllc.com)
Signature Date: 2024-12-20 - 7:50:33 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2024-12-20 - 7:50:35 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2024-12-20 - 7:50:47 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2024-12-20 - 7:51:00 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2024-12-20 - 7:51:02 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-12-23 - 3:54:19 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-12-23 - 3:54:43 PM GMT - Time Source: server

 Document signing automatically delegated to Ashleigh Scott (ascott@everettwa.gov) by Marista Jorve (mjorve@everettwa.gov)


2024-12-23 - 3:54:47 PM GMT

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2024-12-23 - 3:54:48 PM GMT

 Document emailed to Ashleigh Scott (ascott@everettwa.gov) for signature

2024-12-23 - 3:54:49 PM GMT

 Email viewed by Ashleigh Scott (ascott@everettwa.gov)

2024-12-23 - 4:15:23 PM GMT

 Document e-signed by Ashleigh Scott (ascott@everettwa.gov)

Signature Date: 2024-12-23 - 4:16:40 PM GMT - Time Source: server

 Agreement completed.

2024-12-23 - 4:16:40 PM GMT