

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 Blue Mountain Construction Group, LLC (“Contractor”).

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Plans and all other Contract Documents entitled: “3RD AVE WATER QUALITY FACILITY” (the “Project”).

1. Contract Documents. This Contract is the written agreement signed between the City and Contractor and includes Division C – CONTRACT, Division P - PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project, all of which are referred to as the “Contract Documents” and all of which are hereby incorporated by reference. A copy of the Contract Documents that were posted for the Project on Builder’s Exchange of Washington (www.bxwa.com) as of Bid Opening Date is maintained by the City Clerk’s Office as a single pdf and is available as follows:

Link to PDF	https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1786376&searchid=c709f603-8cc7-4bc7-bff7-cc5456889cf3&dbid=0
	This is a 422-page pdf digitally signed by City of Everett 2024.11.18 15:15:49-08’00’

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

2. Contract Time. Substantial completion shall be achieved within sixty (60) working days after the effective date of the Notice to Proceed. Physical completion shall be within twenty (20) working days after the actual date of issuance of substantial completion.

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

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

	\$610,415.00
+ WA Sales Tax (as applicable)	\$0
Contract Sum	\$610,415.00

This is based on the proposal/bid submitted by Contractor dated October 15, 2024. A copy of such proposal/bid is attached hereto. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

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

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

7. Vacant

8. Indemnification.

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

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

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees

and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

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

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

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

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

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

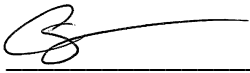
14. Effective Date. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original. This Contract may be signed with AdobeSign, and any such signature is fully binding.


15. Third-Party Beneficiary: All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

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**CITY OF EVERETT
WASHINGTON**

ATTEST:

By: 
Cassie Franklin, Mayor


Office of the City Clerk

01/06/2025

Date

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
(9.21.23)

CONTRACTOR: *Please fill in the spaces and sign in the box appropriate for your business entity.*

Corporation **BLUE MOUNTAIN CONSTRUCTION GROUP, LLC**

**Limited Liability
Company**

Partnership

Esther H Lee
By: _____
Signature

Typed/Printed Name of Signer: Esther H. Lee

Title of Signer: Owner

Date: 12/04/2024

ATTACHMENT TO CONTRACT

CITY OF EVERETT SPECIAL PROVISIONS

DIVISION P - PROPOSAL CITY OF EVERETT, WASHINGTON 3RD AVE WATER QUALITY FACILITY WORK ORDER # UP 3775

To the City Council
Everett, Washington

The undersigned Bidder declares that it has carefully examined the Notice to Contractors and the Contract Documents (including without limitation Plans and Specifications, Standard Specifications, Special Provisions, Appendix, Proposal, and Contract) for the construction of a new stormwater water quality treatment facility along 3rd Ave SE with approximately 250 linear feet of new storm pipe and other such appurtenances as may be necessary, in accordance with the Contract. The undersigned Bidder declares that the Bidder has made such investigations as are necessary to determine the conditions to be encountered, and that, if this Proposal is accepted, the undersigned will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, the undersigned will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and the undersigned will furnish all labor and materials necessary to complete the Work in the manner herein specified and according to the requirements of the Engineer.

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

The undersigned Bidder agrees that the undersigned will complete the Work in all respects as required by **Division C, Section 2. Contract Time** and that the Bidder will pay liquidated damages to the City in the amount specified in the Contract Documents.

Accompanying this Proposal is a bid bond or certified check or cashier's check in the amount of five percent (5%) of the Proposal according to the conditions of the "Notice to Contractors" and "Division 1 - General Requirements" hereby incorporated. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in the Division 1 – General Requirements hereto incorporated, within 14 calendar days after the Award Date, then the City may, at its option, determine that the undersigned has abandoned the Contract and the amount of the bid bond or certified check or cashier's check accompanying this Proposal shall be forfeited and become the property of the City of Everett, Washington.

It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or any subcontract resulting from this solicitation for bids.

The required project sign shall include the City of Everett and Washington Department of Ecology logos.

The contractor shall apply for an industrial discharge approval permit for discharge of site dewatering.

CITY OF EVERETT SPECIAL PROVISIONS

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CITY OF EVERETT SPECIAL PROVISIONS

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

BID SCHEDULE

BIDDER: Blue Mountain Construction Group, LLC

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
Schedule A					
1	Surveying	LS	1	\$ 5,000.00	\$ 5,000.00
2	Record Drawings	LS	1	\$ 2,200.00	\$ 2,200.00
3	Mobilization	LS	1	\$ 42,000.00	\$ 42,000.00
4	Force Account/ Unexpected Conditions	FA	1	\$25,000.00	\$25,000.00
5	Other Traffic Control Labor	HR	240	\$ 76.00	\$ 18,240.00
6	Maintenance and Protection of Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00
7	Clearing and Grubbing	AC	0.08	\$ 20,500.00	\$ 1,640.00
8	HMA Sawcut	LF	564	\$ 7.00	\$ 3,948.00
9	Removing Asphalt Conc. Pavement	SY	158	\$ 25.00	\$ 3,950.00
10	Removing Cement Conc. Sidewalk	SY	218	\$ 28.00	\$ 6,104.00
11	Gravel Borrow Incl. Haul	TON	305	\$ 35.00	\$ 10,675.00
12	Trench Excavation Safety Systems	LS	1	\$ 4,000.00	\$ 4,000.00
13	Crushed Surfacing Base Course	TON	108	\$ 42.00	\$ 4,536.00
14	HMA Cl. 1/2 in. PG 64-22	TON	113	\$ 190.00	\$ 21,470.00
15	Planing Bituminous Pavement (3-inch Depth)	SY	474	\$ 22.00	\$ 10,428.00
16	Schedule A Storm Sewer Pipe 12 In. Diam.	LF	96	\$ 61.00	\$ 5,856.00
17	Schedule A Storm Sewer Pipe 18 In. Diam.	LF	156	\$ 78.00	\$ 12,168.00

CITY OF EVERETT SPECIAL PROVISIONS

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
18	Schedule A Storm Sewer Pipe 24 In. Diam.	LF	2	\$ 2,500.00	\$ 5,000.00
19	Catch Basin Type 1L	EA	2	\$ 2,800.00	\$ 5,600.00
20	Catch Basin Type 1L W/ Overflow	EA	1	\$ 2,600.00	\$ 2,600.00
21	Catch Basin Type 2 48 In. Diam.	EA	2	\$ 2,800.00	\$ 5,600.00
22	Connect to Existing Drainage Structure	EA	2	\$ 900.00	\$ 1,800.00
23	Pretreatment Unit	EA	1	\$ 52,000.00	\$ 52,000.00
24	Water Quality Treatment Facility	LS	1	\$ 265,000.00	\$ 265,000.00
25	Flow Splitter Modification	EA	1	\$ 1,300.00	\$ 1,300.00
26	Roof Drain Connection	EA	2	\$ 800.00	\$ 1,600.00
27	Water Relocation Support	LS	1	\$ 12,000.00	\$ 12,000.00
28	Erosion Control and Water Pollution Prevention	LS	1	\$ 2,100.00	\$ 2,100.00
29	Roadside Restoration	FA	1	\$5,000	\$5,000
30	Private Improvements	FA	1	\$5,000	5,000
31	Cement Conc. Traffic Curb and Gutter	LF	327	\$ 60.00	\$ 19,620.00
32	Cement Conc. Sidewalk	SY	126	\$ 70.00	\$ 8,820.00
33	Cement Conc. Curb Ramp Type D	EA	3	\$ 3,300.00	\$ 9,900.00
34	Gravity Block Wall	SF	460	\$ 56.00	\$ 25,760.00

Total Bid Amount

\$ 610,415.00

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

CITY OF EVERETT SPECIAL PROVISIONS

PROPOSAL SIGNATURE SHEET

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

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

Name	Title	Address
Esther H Lee	Owner	PO Box 1325, Bothell, WA 98041
Josh W Panas	Owner	PO Box 1325, Bothell, WA 98041

Bidder acknowledges receipt of Addenda 1 through _____


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

In preparing this Bid, Bidder is especially directed to consider **1-07.1(7) NOISE, 1-07.5 ENVIRONMENTAL REGULATIONS, 1-07.11 (7) ADDITIONAL GRANT RELATED REQUIREMENTS, 1-07.23(1) CONSTRUCTION UNDER TRAFFIC, 1-08.4(2) SPECIAL CONSTRUCTION CONSTRAINTS, , 7-06 WATER QUALITY TREATMENT STRUCTURES, 8-01.3(1)C WATER MANAGEMENT**, which contains information that must be taken into consideration when preparing this bid. This notice is only a convenience to the Bidder during bidding and in no way relieves the Bidder from fully reading and taking into account all Contract Documents when preparing its Bid.

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

Name of Bidder: Blue Mountain Construction Group, LLC

State of Washington Contractor's License No. BLUEMMC798J6

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Bothell, WA

Email Address of Bidder's Authorized Agent: ELee@BlueMtnConstructionNW.com

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

Dated at: October 15, 2024 Date: October 15, 2024

CITY OF EVERETT SPECIAL PROVISIONS

SUBCONTRACTORS FORM

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

Type/Scope of Work	Name and Address of Subcontractor/Or Bidder
HEATING Subcontractor, bidder or "no work" MUST be stated	No Work
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" MUST be stated	No Work
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" MUST be stated	No Work
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" MUST be stated	No Work
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" MUST be stated	No Work
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	No Work

CITY OF EVERETT SPECIAL PROVISIONS

SECTION 00 4539 – RCW 35.22.650 CERTIFICATION

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

RCW 35.22.650

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

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

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

- I. Bidder confirms that it actively solicits employment of minority group members.
_____ **No** _____ [yes or no]
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: _____ **0%** _____ [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: _____ **0%** _____ [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):

CITY OF EVERETT SPECIAL PROVISIONS

Minority Business Name	Address	Goods or Services Involved	Certification Number*

*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: 10/15/2024

CITY OF EVERETT SPECIAL PROVISIONS

NON-COLLUSION AFFIDAVIT

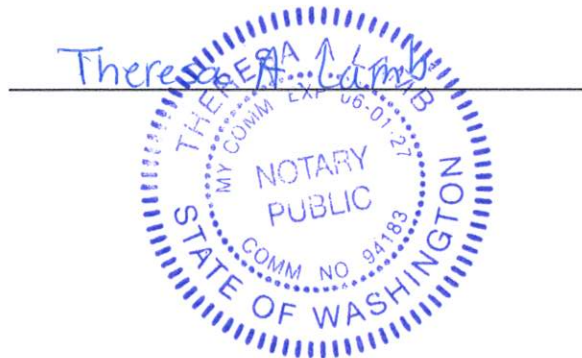
STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

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

Blue Mountain Construction
Firm Name Group LLC

[Signature]
Authorized Signature

SUBSCRIBED and SWORN to before me this 15th day of October, 20 14.



Theresa A. Lamb
NOTARY PUBLIC in and for the State of
Washington, residing at Edmonds

My commission expires: 6-1-27

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

CITY OF EVERETT SPECIAL PROVISIONS

BID DEPOSIT

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

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



Signature

BID BOND

Bond No. N/A

Project: 3rd Ave Water Quality Facility

W.O. #: UP 3775

KNOW ALL MEN BY THESE PRESENTS,

that Blue Mountain Construction Group, LLC [Contractor], ^{an LLC} ~~a corporation~~
organized under the laws of the State of Washington, and registered to do business in the
State of Washington as a contractor, as Principal, and

Old Republic Surety Company [Surety], a corporation

organized under the laws of the State of Wisconsin and registered to transact business in
the State of Washington, as Surety, their heirs, executors, administrators, successors and
assigns, are jointly and severally held and bound to the City of Everett, Washington,
hereinafter called "City", and are similarly held and bound unto the City in the sum of
Five Percent of Total Amount Bid and No/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:

CITY OF EVERETT SPECIAL PROVISIONS

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 Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. City accepts Bidder's bid and Bidder delivers within the time required by the bidding documents (or any extension thereof agreed to in writing by City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or
 - 3.2. All bids are rejected by City, or
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.
7. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.
8. Notice required hereunder shall be in writing sent to Bidder and Surety. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

CITY OF EVERETT SPECIAL PROVISIONS

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

BIDDER	SURETY
Blue Mountain Construction Group, LLC Bidder's Name	Old Republic Surety Company (seal) Surety's Name and Corporate Seal
By: <u>[Signature]</u> owner Signature, Title, and Date 10/15/24	By: <u>[Signature]</u> Signature, Title, and Date Theresa A. Lamb Attorney-in-Fact 10/15/24
Address: P.O. Box 1325 Bothell, WA 98041	Address: P.O. Box 3018 Bothell, WA 98041-3018
Attest: <u>[Signature]</u> witness Signature, Title and Date 10/15/24	Attest: <u>[Signature]</u> Signature, Title and Date Witness 10/15/24



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.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of June, 2022, personally came before me, Alan Paylic 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 15th day of October, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)











3775_Blue Mountain Construction_Final for Signature
















Final Audit Report

2025-01-06

Created:	2024-11-25
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI57QgwBNoLiZ2NY2p08jL3nGeMi3mpHq

"3775_Blue Mountain Construction_Final for Signature" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-11-25 - 11:36:21 PM GMT
-  Document emailed to eemerson@everettwa.gov for approval
2024-11-25 - 11:37:05 PM GMT
-  Email viewed by eemerson@everettwa.gov
2024-11-26 - 5:16:06 PM GMT
-  Signer eemerson@everettwa.gov entered name at signing as Erik Emerson
2024-11-26 - 5:20:56 PM GMT
-  Document approved by Erik Emerson (eemerson@everettwa.gov)
Approval Date: 2024-11-26 - 5:20:58 PM GMT - Time Source: server
-  Document emailed to elee@bluemountainconstructionnw.com for signature
2024-11-26 - 5:21:01 PM GMT
-  Email sent to elee@bluemountainconstructionnw.com bounced and could not be delivered
2024-11-26 - 5:21:07 PM GMT
-  Marista Jorve (mjorve@everettwa.gov) replaced signer elee@bluemountainconstructionnw.com with ELee@BlueMtnConstructionNW.com
2024-12-04 - 7:11:09 PM GMT
-  Document emailed to ELee@BlueMtnConstructionNW.com for signature
2024-12-04 - 7:11:10 PM GMT
-  Email sent to elee@bluemountainconstructionnw.com bounced and could not be delivered
2024-12-04 - 7:11:18 PM GMT

-  Email viewed by ELee@BlueMtnConstructionNW.com
2024-12-04 - 8:37:43 PM GMT
-  Signer ELee@BlueMtnConstructionNW.com entered name at signing as Esther H Lee
2024-12-04 - 8:53:25 PM GMT
-  Document e-signed by Esther H Lee (ELee@BlueMtnConstructionNW.com)
Signature Date: 2024-12-04 - 8:53:29 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2024-12-04 - 8:53:30 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
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-  New document URL requested by Tim Benedict (TBenedict@everettwa.gov)
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-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
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-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2025-01-06 - 5:21:10 PM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
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-  Email viewed by Cassie Franklin (cfranklin@everettwa.gov)
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-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2025-01-06 - 10:09:20 PM GMT - Time Source: server
-  Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature
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-  Email viewed by Marista Jorve (mjorve@everettwa.gov)
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-  Document e-signed by Marista Jorve (mjorve@everettwa.gov)
Signature Date: 2025-01-06 - 11:37:30 PM GMT - Time Source: server
-  Agreement completed.
2025-01-06 - 11:37:30 PM GMT