

## TEMPORARY CONSTRUCTION LICENSE

### 1. BASIC PROVISIONS.

Property Owner(s) ("Owner")	Granite Construction
	1525 East Marine View Drive
	Everett, WA 98201
	Boudrey.Smith@gcinc.com
Start Date	December 2, 2024
End Date	January 31, 2025
License Area	As depicted on Exhibit A
Project	20th Street Sewer Rehabilitation
Fee	Reimbursement for costs incurred to be paid to Property Owner within 20 days of receipt of a written accounting. In lieu of providing a written accounting, Property Owner may opt to accept a flat fee of \$500.
City Project Manager	Scott Hodgson
	City of Everett – Public Works – Sewer and Drainage
	3200 Cedar Street
	Everett, WA 98201
	shodgson@everettwa.gov
Additional Provisions	<p>Property owner to coordinate with City Project Manager to relocate materials within the License Area during the project.</p> <p>If any fee paid by the City under this License is reimbursement for wages paid by Owner for work subject to chapter 39.12 RCW, then all such wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington</p>

	prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <a href="https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/">https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/</a> , and the effective prevailing wage date is the same date as the date of last signature on this License. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.
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**2. GRANT OF LICENSE.** The Owner hereby licenses the License Area to the City of Everett and its agents, representatives, and/or contractors for the purpose of the Project.

**3. USE OF LICENSE AREA.** The City of Everett's use of the License Area is limited to the Project described in the table above. The City of Everett will not use the License Area for other than the Project without the permission of the Owner. The City will, upon completion of construction of the Project, remove all debris and restore the surface of the License Area as nearly as reasonably possible to the condition immediately prior to the City's entry thereon excepting any modifications or improvements made as part of the Project.

**4. TERM.** The term of this License begins on the Start Date and terminates on the End Date. This License is irrevocable during the term.

**5. FEE.** The City of Everett will pay to the Owner the Fee as shown in the table above.

**6. INDEMNITY.** The City hereby agrees to indemnify and hold harmless the Owner from any and all claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by the City (or its agents, representatives and/or contractors) relating to City's use of the License Area under this License. This Section survives termination of this License.

**7. COMPLETE AGREEMENT.** This License represents the entire agreement between the parties relating to the License Area and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties, with the Real Property Manager approving on behalf of the City and a representative of Licensee signing on behalf of Licensee.

**8. ADDITIONAL PROVISIONS.** The parties will comply with any Additional Provision(s) in the table above. If an Additional Provision contains an obligation concerning events or conduct after the termination of this License, then the obligation survives the termination.

**9. SIGNATURE.** This License may be signed in counterparts. Scanned copies of a signature or an e-signature on this License will be considered the same as an ink signature. AdobeSign signatures are fully binding. This License may only be modified by a writing explicitly stating it is a modification to this License and signed by authorized representative of the City.

***[signatures on following page(s)]***

**OWNER:**  
**GRANITE CONSTRUCTION**

*Boudrey Smith*  
Signature: \_\_\_\_\_

Name of Signer: Bo Smith

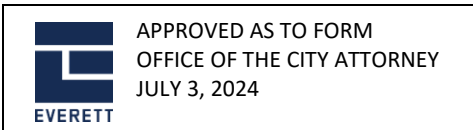
Title of Signer: NWW Area Manager

**CITY:**



\_\_\_\_\_  
Cassie Franklin, Mayor

Date: 01/13/2025



Attest:













# Granite Temporary Construction License 2024.SD


Final Audit Report

2025-01-13


Created:	2025-01-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZASKThhCSr8omJxFNx7YaV6mXi5xeFcR

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-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Signer boudrey.smith@gcinc.com entered name at signing as Boudrey Smith  
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 Agreement completed.

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