#### **CONTRACT**

THIS CONTRACT is made and entered by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and Vander Veen Construction Inc., (the "Contractor").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: "Parks Restrooms Renovation", (the "**Project**").

1. Contract Documents. The "Contract Documents" are defined in the General Conditions. The Contract Documents are part of this Contract and are hereby incorporated by reference. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents. 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=1845198&searchid=8ab97580-91e2-4795-891d-47748bf7f5c8&dbid=0

This is a 1974-page pdf digitally signed by City of Everett on 2025.03.12 12:43:51 -07'00'

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

- **2. Contract Time.** Substantial Completion of the Work shall be achieved within Two Hundred Forty (240) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within Thirty (30) calendar 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 and Physical Completion dates stated above. 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 for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen

percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

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

Base Bid and Additive	\$772,200.00
+ WA Sales Tax	\$76,447.80
Contract Sum	\$848,647.80

This is based on the proposal/bid submitted by Contractor dated 01/07/2025. 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. 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 Sum 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 Sum 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**. 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. RCW 35.33.650. Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

#### 8. Indemnification.

- A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out 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/Counterparts/Signature. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original. This Contract may be signed with AdobeSign, and any such signature is fully binding.

[Remainder of Page Intentionally Left Blank]

CITY OF EVERETT WASHINGTON	
Ву:	
Cassie Franklin, Mayor	ATTEST:
04/10/2025 Date	Office of the City Clerk
	STANDARD DOCUMENT APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY (9.22.23)

#### **CONTRACTOR:**

VANDER VEEN CONSTRUCTION INC.
By:
Typed/Printed Name of Signer: Calvin Vander Veen
Title of Signer: President
Date:

## ATTACHMENT TO CONTRACT

**BID FORM** 

#### SECTION 00 41 13 - BID FORM (ADDITIVE)-

#### 1.1 BIDDER INFORMATION

Project Title: Parks Restroom Renovation

Project No.: 2024-23007

Date: 01/07/25

Submitted by: Vander Veen Construction Inc.

Company Name and

Address: Vander Veen Construction Inc

8050 Mukilteo Speedway #404

Mukilteo, WA 98275

#### 1.2 OFFER

A. Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Owner for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the following amount(s) in figures as set forth in the table on the following page.

All applicable federal taxes are included in the Base Bid.

We have included the Bid security as required by the Instructions to Bidders. Bid security is based on TOTAL (BASE BID).

Our bid includes overhead, profit, performance and payment bonds, and all other expenses involved whatsoever.

00 41 13 - 1

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CONTRACT PRICE
1.	I. Forest Park LS		1	\$_262,40000
2.	Thornton A. Sullivan Park	LS	1	\$ 261,950 .00
	SUBTOTAL (BASE BID)			\$_524,350_00
	Washington State Sales Tax @ 9.9% (BASE BID)			
		тот	'AL (BASE BID)	\$ <u>576,260</u> .65
Additive	Legion Park	LS	. 1	\$ 247,850 .00
	Washington State Sales Tax @ 9.9% (ADDITIVE)			
		тот	TAL (ADDITIVE)	\$ <u>272,387</u> . <u>15</u>
	GRAND TOTA	AL (BASE B	ID + ADDITIVE)	\$ 848,647 .80

This Bid Form includes the Base Bid and an Additive. Bidder must bid on both Base Bid and Additive. Bids submitted without an Additive bid will be rejected.

At the City's sole discretion, the Project awarded will be either:

- the Base Bid, in which case the Project will include Forest Park and Thorton A. Sullivan Park, and the lowest bidder will be determined by the lowest TOTAL (BASE BID); or
- the Base Bid + Additive, in which case the Project will include Forest Park, Thorton A. Sullivan Park, Legion Park, and the lowest bidder will be determined by the lowest GRAND TOTAL (BASE BID + ADDITIVE).

Bid security is based on TOTAL (BASE BID).

**City of Everett** 00 41 13 - 3

#### 1.3 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the Bid closing date.

- B. If this Bid is accepted by the Owner within the time period stated above, we will:
  - 1. Execute the Agreement within 14 days of receipt of Notice of Award.
  - Furnish the required 100% payment and 100% performance bonds within 14 calendar days of receipt of Notice of Award in the form described in Contract Documents.
  - 3. Submit to the City in pdf format the certificate of Insurance and additional insured endorsement, per SECTION 007200 of the Contract Documents.
  - 4. Commence Work within seven calendar days after receipt of Notice to Proceed.
- C. If this Bid is accepted within the indicated time, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which Contract is signed.
- D. In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

#### 1.4 CONTRACT TIME

- A. If this Bid is accepted, we will:
  - 1. Begin work immediately after receiving Owner's letter of Notice to Proceed and to reach Substantial Completion within the dates required under the Contract Documents.
  - 2. Agree to pay liquidated damages to the City as stated in the Contract in the event the project is not completed on or before required time periods.
  - 3. Contract with the Owner using the Contract form provided herewith, on the terms and conditions contained herein, to do everything necessary to complete the construction of the project in the allotted time.

#### 1.5 ADDENDA

BID FORM.

A. Following Addenda have been received, and the modifications to the Bid Documents noted below have been considered and all costs are included in the Bid.

Addendum No.1 , dated 10/14/24 Addendum No.2,3,4,5 , dated 10/30/24 Addendum No.6, 6 Plans , dated 12/20/24 Addendum No.7 , dated 12/27/24

#### 1.6 BIDDER CERTIFICATIONS

- A. Bidder, at the time of submitting this Bid and throughout the period of the contract, will remain licensed by the state of Washington to perform the type of work required under the Contract Documents.
- B. Bidder is skilled and regularly engaged in the general class and type of work required by the Contract Documents and has the capability to successfully manage construction projects.
- C. Bidder agrees to provide upon written request of the City all information related to its qualifications and those of its key personnel and its proposed Subcontractors.
- D. Bidder certifies that its Bid is in all respects fair, and is made without collusion on the part of any person, firm, or corporation mentioned below, and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the Bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.

#### 1.7 DESIGNATED/AUTHORIZED REPRESENTATIVE

- A. Bidder designates Calvin Vander Veen of its office to which notice of acceptance of this Bid may be mailed, emailed or delivered.
- B. City may provide notice of any kind to the Bidder using the email address Bidder provides below.
  - 1. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

#### 1.8 INTERESTED PARTIES

A. The full names and residences of all persons and parties interested in this Bid as principals are as follows:

00 41 13 - 4

**BID FORM** 

Everett Parks Restroom Renovation Everett, Washington Bid Set - June 20, 2024

	NAME TITLE ADDRESS	
	Calvin Vander Veen, President 5411 Ocean Ave, Everett WA 98203	
		_
	BID FORM SIGNATURES	-
	By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 72 00 - GENERAL CONDITIONS and certifies the coverage will be provided as required.	
	The undersigned also hereby certifies that, within the three-year periodimmediately preceding the bid solicitation date for this Project, the Bidder has not been determined by a final and binding citation and notice of assessment issue 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 declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.	ot d by in e
	Signed this 7th day of January , 2024 2025	
	Name of Bidder: Vander Veen Construction Inc	
	Signature of Bidder's Authorized Agent: CdVdl'-	
	City and State Where Signed: Everett, WA	
	Title: President	
	Phone: (206) 949-1014	
	State of Incorporation Washington Contractor's License No. VANDEVC824	JC
	Washington State UBI 604 258 788	
	Email address of Bidder's authorized Agent:	
	calvinvv@gmail.com	
3	BID FORM	 VI

**Everett Parks Restroom Renovation** Everett, Washington Bid Set - June 20, 2024

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#### **END OF SECTION 00 4113**

#### **SECTION 00 43 13 - BID SECURITY FORM**

#### **BID SECURITY/DEPOSIT**

		<del>-</del>	bid by depositing one of the following with its re percent (5%) or more of the bidder's total bid/proposal:
		Certified check	
	Z	Cashier's check	
		Bid Bond	CdVdlin
			Signature
			Oignataro
			BID BOND
			Bond No.
			Project: Parks Restroom Renovation
			Project No. <u>23007</u>
	that _	vander veen Construction organized under to do busines	HESE PRESENTS,  uction Inc [Contractor], a  nder the laws of the State of Washington , and ss in the State of Washington as a contractor, as  and
	•	Owner	[Surety],
Fourty Tv	registe heirs, severa called on Thouse the par	ered to transact but executors, adminally held and bout "City", and are sited and Four Hundred Thisyment of Which, We	under the laws of the State of <u>washington</u> and usiness in the State of Washington, as Surety, their istrators, successors and assigns, are jointly and not to the City of Everett, Washington, hereinafter milarly held and bound unto the City in the sum of <u>exty Two</u> and <u>ne</u> /100's Dollars (\$_42,432.39), ell and truly to be paid, we bind ourselves, our heirs, ers, jointly and severally, formally by these presents.
	is held bond a conditi	and bound to the s provided hereir	e condition of this obligation is such that the Surety City to pay and forfeit to the City the amount of this n, upon the conditions contained herein, unless the ontained herein are satisfied or expressly waived in City Attorney.

00 43 13 - 1

**BID SECURITY FORM** 

**Everett Parks Restroom Renovation** 

Everett, Washington

**City of Everett** 00 43 13 - 2

It is expressly understood and agreed that:

- A. 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.
- B. 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.
- C. This obligation shall be null and void if:
  - 1. The 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 the 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
  - 2. All bids are rejected by the City.
- D. 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.
- E. 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 the 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.
- F. 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.
- G. 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.

- H. Notice required hereunder shall be in writing sent to Bidder and Surety at their respective addresses shown on the face of this Bond. 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.
- 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.
- J. 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 statue, then the provision of said statue shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- K. The term "bid" as used herein includes a bid, offer or proposal as applicable.

BIDDER	SURETY	
Vander Ven Construction Inc. Bidder's Name	Surety's Name and Corporate Seal	(seal)
By: Preside 1/1/25 Signature, Title, and Date	By: Signature, Title, and Date	<del></del>
Address: 8050 Mukilter Speden, a 404 Mukilter WA 2327f	Address:	<del></del>
Attest: / forsibit, 1/7/25 Signature, Title and Date	Attest: Signature, Title and Date	·

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#### **END OF SECTION 00 4313**



# CASHIER'S CHECK

1007030592

VANDER VEEN CONSTRUCTION INC

Pay To The CITY OF EVERETT Order Of:

Pay: FORTY TWO THOUSAND FOUR HUNDRED THIRTY TWO DOLLARS AND 39 CENTS

Do not write outside this box

Note: For information only, Comment has no effect on bank's payment.

JPMORGAN CHASE BANK, N.A.

\$\*\* 42,432.39 \*\*

Reac Jugo

Rebecca Griffin, Chief Administrative Officer JPMorgan Chase Bank, N.A.

Security Designs, and

#1952200908 #1420001221 #12650E02001#

# Parks Restroom Renovation\_Ready for Signature.Rev

Final Audit Report 2025-04-10

Created: 2025-03-18

By: Ashleigh Scott (AScott@everettwa.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAQzWuH\_Tqz2wmUKp0EAo-hfEckMYgVgvp

# "Parks Restroom Renovation\_Ready for Signature.Rev" History

- Document created by Ashleigh Scott (AScott@everettwa.gov) 2025-03-18 9:16:48 PM GMT
- Document emailed to Lolly Huggins (Ihuggins@everettwa.gov) for approval 2025-03-18 9:17:45 PM GMT
- Email viewed by Lolly Huggins (Ihuggins@everettwa.gov) 2025-03-18 9:36:33 PM GMT
- Document approved by Lolly Huggins (Ihuggins@everettwa.gov)

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- Document emailed to calvin vanderveen (calvinvv@gmail.com) for signature 2025-03-18 9:42:30 PM GMT
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- Document e-signed by calvin vanderveen (calvinvv@gmail.com)
  Signature Date: 2025-03-20 9:48:33 PM GMT Time Source: server
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- Email viewed by Cassie Franklin (cfranklin@everettwa.gov) 2025-04-10 2:49:35 PM GMT
- Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
  Signature Date: 2025-04-10 2:49:45 PM GMT Time Source: server
- Document emailed to Ashleigh Scott (AScott@everettwa.gov) for signature 2025-04-10 2:49:47 PM GMT
- Document e-signed by Ashleigh Scott (AScott@everettwa.gov)
  Signature Date: 2025-04-10 5:43:17 PM GMT Time Source: server
- Agreement completed.
   2025-04-10 5:43:17 PM GMT