

## 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 **Faber Construction Corporation** ( “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: “**Beverly Lake Sewer Replacement & Lift Station #47**” (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	<a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1871237&amp;searchid=0671ffe6-9e73-48dd-8b7d-3a0fc6c4bee3&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1871237&amp;searchid=0671ffe6-9e73-48dd-8b7d-3a0fc6c4bee3&amp;dbid=0</a>  This is a 503 pdf digitally signed by City of Everett 2025.04.23 07:56:32 -7’00’
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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 one-hundred twenty (120) working days after the effective date of the Notice to Proceed. Physical completion shall be within ten (10) 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:

	\$2,261,323.00
+ WA Sales Tax (as applicable)	\$223,870.98
Contract Sum	\$2,485,193.98

This is based on the proposal/bid submitted by Contractor dated April 1, 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.

**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.

**9. 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.


**10. 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.

**11. 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.

**12. 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.

**13. 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.


**CITY OF EVERETT  
WASHINGTON**

By:   
Cassie Franklin, Mayor

05/05/2025

Date


ATTEST:

  
Office of the City Clerk

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

**CONTRACTOR:**

**FABER CONSTRUCTION CORPORATION**

By:   
Signature

Typed/Printed Name of Signer: Ben Faber

Title of Signer: Governor

Date: 05/02/2025

**ATTACHMENT TO CONTRACT**

# **CITY OF EVERETT, WASHINGTON**

**DEPARTMENT OF PUBLIC WORKS**

**SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS  
FOR**

**BEVERLY LAKE SEWER REPLACEMENT & LIFT STATION #47**

WO # UP3529

03/11/2025



# **EVERETT**

**WASHINGTON**

PREPARED BY:

**CITY OF EVERETT**

**PUBLIC WORKS**

**3200 Cedar Street**

**Everett, WA 98201**



**Daniel T. Enrico, P.E.**

**Principal Engineer—Public Works**

**(425) 257- 8981**

## CITY OF EVERETT SPECIAL PROVISIONS

### **DIVISION P - PROPOSAL CITY OF EVERETT, WASHINGTON LIFT STATION 47 – BEVERLY LAKE SEWER REPLACEMENT PROJECT WO No. UP 3529**

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 approximately Work being performed includes furnishing all labor, materials and equipment necessary to construct approximately 480 linear feet of water service and approximately 700 linear feet of sanitary sewer main, 560 linear feet of sewer force main, 6-48" Sewer Manholes, Lump sum Lift Station Below-Grade, Lump sum Lift Station Above-Grade, 415 ton of HMA, 950 feet of electrical conduit, 3 each Electrical Junction Boxes and other such appurtenances and performing all Work as required by the Contract, in accordance with the Contract Plans and Contract Provisions. And, other such Work 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.

# 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: Faber Construction Corporation

### CITY OF EVERETT SCHEDULE A LIFT STATION NO. 47 - BEVERLY LAKE SEWER REPLACEMENT PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTIT Y	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	1	N/A	\$ <u>219,000.00</u>
2	SURVEYING	LS	1	N/A	\$ <u>15,383.00</u>
3	SPCC PLAN / TEMPORARY EROSION AND SEDIMENTATION CONTROL	LS	1	N/A	\$ <u>2,874.00</u>
4	TRENCH AND EXCAVATION SAFETY SYSTEM	LS	1	N/A	\$ <u>32,635.00</u>
5	TEMPORARY PUMPING / BYPASS	LS	1	N/A	\$ <u>53,834.00</u>
6	DEMOLITION - CURB, ASPHALT, FENCING, SEWER ABANDONMENT, PAVEMENT, CONCRETE, MH, CB, FENCING, LANDSCAPING, ELECTRICAL, VEGETATION	LS	1	N/A	\$ <u>40,783.00</u>
7	TRAFFIC CONTROL LABOR	HR	400	91.00	\$ <u>36,400.00</u>
8	MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL	LS	1	N/A	\$ <u>36,723.00</u>
9	STREET CLEANING AND SITE CLEANUP	HR	50	403.00	\$ <u>20,150.00</u>
10	STRUCTURAL FILL	TN	750	35.00	\$ <u>26,250.00</u>
11	CRUSHED SURFACING BASE COURSE	TN	790	46.00	\$ <u>36,340.00</u>
12	SAWCUT PAVEMENT FULL DEPTH	LF	590	4.00	\$ <u>2,360.00</u>
13	SAWCUT CONCRETE CURB, GUTTER AND SIDEWALK	LF	20	34.00	\$ <u>680.00</u>
14	LIFT STATION STRUCTURE BELOW GRADE - CONCRETE BASE SLAB, REINFORCEMENT, HATCHES, GROUT FILL, VAULTS ETC	LS	1	N/A	\$ <u>204,218.00</u>

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# CITY OF EVERETT SPECIAL PROVISIONS

15	LIFT STATION ABOVE GRADE - ELECTRICAL SHELTER, ELECTRICAL RACK, WATER SERVICE, CONCRETE ETC	LS	1	N/A	\$ <u>75,759.00</u>
16	SUBMERSIBLE PUMP ASSEMBLIES - PUMPS, FRAME, DISCHARGE ASSEMBLY, SENSORS, DI PIPE TO 6" FM ETC	EA	2	52,603.00	\$ <u>105,206.00</u>
17	ELECTRICAL, VFD PANEL INSTALL	LS	1	N/A	\$ <u>1,786.00</u>
18	ELECTRICAL - CONTROLS AND INSTRUMENTATION, PULSAR LEVEL SENSOR, ETC	LS	1	N/A	\$ <u>30,904.00</u>
19	PLC CONTROL CABINET INSTALL AND TERMINATIONS	LS	1	2,610.00	\$2,610.00
20	ELECTRICAL MISCELLANEOUS - SITE POWER, HOUSE POWER, LIGHTING, ELECTRICAL RACK AND SHELTER ETC	LS	1	N/A	\$ <u>90,000.00</u>
21	STANDBY GENERATOR - TRANSFER SWITCH, LOAD BANK, DOCKING STATION ETC	LS	1	N/A	\$ <u>5,082.00</u>
22	TRENCH EXCAVATION INCLUDING HAUL	CY	427	N/A	\$ <u>19,215.00</u>
23	TEMP ACCESS PATH AND REMOVAL	TN	150	105.00	\$ <u>15,750.00</u>
24	FORCE ACCOUNT	FA	1	N/A	\$ <u>95,500.00</u>
25	HDPE SANITARY SEWER MAIN, 8-Inch Diam. (Horizontal Directional Drill [HDD] - and/or Trenched)	LF	590	358.00	\$ <u>211,220.00</u>
26	HDPE SANITARY SIDE SEWER AND FORCE MAIN, 6-Inch Diam. (HDD)	LF	645	281.00	\$ <u>181,245.00</u>
27	HDPE SANITARY SEWER MAIN (TRENCHED), 8-Inch Diam.	LF	50	191.00	\$ <u>9,550.00</u>
28	PVC SANITARY SIDE SEWER LATERAL, 6-Inch Diam.	LF	150	148.00	\$ <u>22,200.00</u>
29	MANHOLE TYPE 3, 48"	EA	6	6,755.00	\$ <u>40,530.00</u>
30	MANHOLE TYPE 3, 48" (MORE THAN 7' DEEP)	LF	24	1,569.00	\$ <u>37,656.00</u>
31	HDPE FORCE MAIN, 6-Inch Dia. - Trenched	LF	50	187.00	\$ <u>9,350.00</u>
32	WATER SERVICE, 1-INCH ENCASED IN 3" HDPE (HDD)	LF	1100	143.00	\$ <u>157,300.00</u>
33	WATER SERVICE CONNECTION, 1-INCH	EA	1	3,047.00	\$ <u>3,047.00</u>
34	UG POWER FROM LS TO JCT BOX (2-2" Conduit HDD)	LF	475	133.00	\$ <u>63,175.00</u>

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NOTE: Changes to Bid Items #19 and #32 are contained in Addendum #1

# CITY OF EVERETT SPECIAL PROVISIONS

35	TOPSOIL FOR LANDSCAPE RESTORATION (TYPE A)	CY	600	117.00	\$ <u>70,200.00</u>
36	UG POWER FROM S <sub>no</sub> PUD POLE TO JCT BOX (2" CONDUIT IN TRENCH	LF	80	76.00	\$ <u>6,080.00</u>
37	UG POWER JUNCTION BOX (4'-8"x7' PUD JUNCTION BOX H20 DIAMOND PLATE HATCH)	EA	1	22,512.00	\$ <u>22,512.00</u>
38	REPAIR TRAFFIC LOOPS AND UG POWER FOR ENTRY GATE DETECTION	LF	100	34.00	\$ <u>3,400.00</u>
39	PLUMBING WATER SERVICE "HOTBOX"	LS	1	N/A	\$ <u>6,216.00</u>
40	MISC LIFT STATION PIPING - WETWELL VAULT, WYE VAULT, BAR SCREEN VAULT CONNECTIONS	LS	1	N/A	\$ <u>22,187.00</u>
41	LANDSCAPING AND RESTORATION INCLUDING IRRIGATION, ROCKERIES AND RETAINING STRUCTURES	LS	1	N/A	\$ <u>32,051.00</u>
42	HMA SURFACING PARKING LOT	TN	305	205.00	\$ <u>62,525.00</u>
43	HMA SURFACING WALKING PATH	TN	88	282.00	\$ <u>24,816.00</u>
44	HMA SURFACING ROW	TN	22	282.00	\$ <u>6,204.00</u>
45	PLANING BITUMINOUS PAVEMENT (2" DEEP)	SY	1550	5.00	\$ <u>7,750.00</u>
46	CONCRETE CURB AND GUTTER (TYPE A-1)	LF	30	103.00	\$ <u>3,090.00</u>
47	EXTRUDED CEMENT CONCRETE CURB	LF	100	34.00	\$ <u>3,400.00</u>
48	RESTORE CONCRETE SIDEWALK AND DRIVEWAY	SY	60	165.00	\$ <u>9,900.00</u>
49	BLOCK WALL AT LIFT STATION SITE	SF	484	52.00	\$ <u>25,168.00</u>
50	CHAIN LINK FENCING AND GATES	LF	200	135.00	\$ <u>27,000.00</u>
51	ASSIST COE IN CONNECTING TO EXISTING WATERMAIN	EA	1	3,723.00	\$ <u>3,723.00</u>

# CITY OF EVERETT SPECIAL PROVISIONS

52	TEMPORARY PAVEMENT PATCH	SY	150	19.00	\$ <u>2,850.00</u>
53	TEMPORARY ROADWAY AND PARKING LOT PATCH	LS	1	N/A	\$ <u>5,668.00</u>
54	PERMANENT PAVEMENT MARKING	LS	1	N/A	\$ <u>6,868.00</u>
55	APPRENTICESHIP UTILIZATION	N/A	N/A	N/A	\$ <u>5,000.00</u>
				SUBTOTAL	\$ <u>2,261,323.00</u>
			Washington State Sales Tax @ 9.9%		\$ <u>222,925.53</u>
				TOTAL BID	\$ <u>2,484,248.53</u>

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4/1/25



## 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
Ben Faber	Governor	6951 Hannegan Rd., Lynden, WA 98264
Rick Faber	Governor	6951 Hannegan Rd., Lynden, WA 98264
Debbie Faber	Governor	6951 Hannegan Rd., Lynden, WA 98264

Bidder acknowledges receipt of Addenda 1 through 2

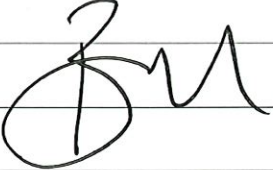
Bidder has reviewed the insurance provisions of the Contract and hereby certifies that coverage will be provided as required. ☒ Yes ☐ No

In preparing this Bid, Bidder is especially directed to consider **1-07.1(7) NOISE, 1-07.23(1) CONSTRUCTION UNDER TRAFFIC, 1-08.4(2) SPECIAL CONSTRUCTION CONSTRAINTS**, 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: Faber Construction Corporation

State of Washington Contractor's License  
No. FABERCC887B8

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Lynden, WA

Email Address of Bidder's Authorized Agent: ben@faberconstruction.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: Lynden, WA

Date: April 1, 2025



## 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" <b>MUST</b> be stated	Lynden Sheet Metal 837 Evergreen St, Lynden, WA 98264
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" <b>MUST</b> be stated	Lynden Sheet Metal 837 Evergreen St, Lynden, WA 98264
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" <b>MUST</b> be stated	Lynden Sheet Metal 837 Evergreen St, Lynden, WA 98264
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" <b>MUST</b> be stated	NORTHWEST Electric Whatcom 1518 Abbott Rd Lynden, WA 98264 4/1/25 BF
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	Faber Construction 6951 Hannegan Rd, Lynden, WA 98264
REBAR INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	Faber Construction 6951 Hannegan Rd, Lynden, WA 98264

## 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. Yes [yes or no]
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: 13.8% [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 1% [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):

Please see additional attached sheet



6951 Hannegan Road, Lynden, WA 98264  
Phone 360.354.3500 | Fax 360.354.0335 | Email  
[info@faberconstruction.com](mailto:info@faberconstruction.com)

[faberconstruction.com](http://faberconstruction.com)

#### Minority Subcontractors List

No.	Minority Business Name	Address	Goods or Services	Certification #
1	Finkbonner Flagging, LLC	4069 Germaine Rd Ferndale, WA 98248	Traffic	D1F0020790
2	Pacific Northwest Traffic Control, LLC	18109 Hwy 9 Snohomish, WA 98296	Traffic	D4M0028883
3	The Bag Lady, Inc	11124 Valley Ave E Puyallup, WA 98372	Tesc	D2F0016394
4	Land Development Engineering & Surveying, Inc	5160 Industrial Place Suite 108 Ferndale, WA 98248	Survey	D5M0019910
5	O'bunco Engineering Intl, Inc	33650 6th Ave S Suite 102 Federal Way, WA 98003	Survey	D3M0016030
6	Metro Painting, LLC	1900 W Nickerson St Suite 116-224 Seattle, WA 98119	Striping	D2F0021643
7	Highline Pavement Maintenance, Inc	PO Box 606 Mount Vernon, WA 98273	Striping	D1M0023263
8	Lopez Nursery & Landscaping, LLC	19551 Berkland Rd Mount Vernon, WA 98274	Landscape	D5M0026741
9	Out West Landscape & Irrigation, Inc	409 N Kelsey St Suite B102 Monroe, WA 98272	Landscape	D4M0010710
10	Daramola, Inc	10514 272nd Ave E Suite 101-235 Buckley, WA 98321	Landscape	D3M0025973
11	Discount Fence	2236 Pacific St Bellingham, WA 98267	Fence	N/A
12	Ashford Electric & Construction Co	909 Kirkland Ave Kirkland, WA 98033	Electric	D2F0004453
13	Electric West, Inc	817 N 6th St Suite B Mount Vernon, WA 98273	Electric	D5M0010152
14	J & G Concrete Corp	707 105th Ave E Edgewood, WA 98372	Concrete	D5M0020735



# CITY OF EVERETT SPECIAL PROVISIONS

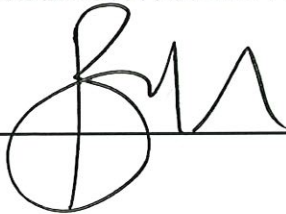
Minority Business Name	Address	Goods or Services Involved	Certification Number*
J&G concrete corporation	107 105 <sup>th</sup> Ave E Edgewood, WA 98372	concrete Pavement	M5M0020735
Ashtford Electric & Construction CO	909 Kirkland Ave, Kirkland, WA 98033	Electrical	W2F0004453
Electric West Inc	817 N 6 <sup>th</sup> St Mt. Vernon, WA 98273	Electrical	D5M0010152
The Bag Lady Inc	11124 valley Ave E Puyallup, WA 98372	EROSION control	D2F0021643 <del>394</del>
Metro Painting LLC	1900 W Nickerson St, Seattle, WA 98119	Pavement marking	D2F0021643

\*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.

BF  
4/1/25

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: 04/01/2025



CITY OF EVERETT SPECIAL PROVISIONS

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss

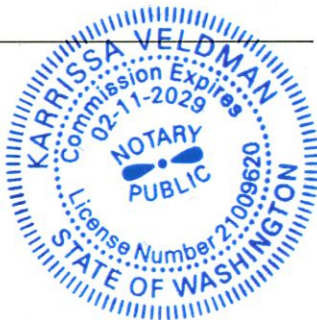
The Undersigned, being first duly sworn, on oath says that the Bid above submitted is a genuine and not a sham of collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the Bidder has not directly or indirectly induced or solicited any 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.


Faber Construction Corporation  
Firm Name

  
Authorized Signature



SUBSCRIBED and SWORN to before me this 01 day of April, 20 25.



  
NOTARY PUBLIC in and for the State of  
Washington, residing at Lynden, WA

My commission expires: 02.11.2029

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: Lift Station 47 - Beverly Lake Sewer Replacement Project

W.O. #: UP3529

KNOW ALL MEN BY THESE PRESENTS,

that Faber Construction Corporation [Contractor], a corporation organized under the laws of the State of WA, and registered to do business in the State of Washington as a contractor, as Principal, and

The Ohio Casualty Insurance Company [Surety], a corporation organized under the laws of the State of N.H. 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 (5%) of the total amount bid            and           /100's Dollars (\$           ), 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

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

BIDDER	SURETY
Faber Construction Corporation Bidder's Name	The Ohio Casualty Insurance Company (seal) Surety's Name and Corporate Seal
By: <u>[Signature]</u> President, 04/01/2025 Signature, Title, and Date	By: <u>[Signature]</u> Signature, Title, and Date 4/1/2025 Jim S. Kuich, Attorney-in-fact
Address: 6951 Hannegan Rd. Lynden, WA 98264	Address: PO Box 3018 Bothell, WA 98041-3018
Attest: <u>[Signature]</u> 04/01/2025 Signature, Title and Date	Attest: <u>[Signature]</u> Signature, Title and Date 4/1/2025

Notary, 4/1/2025

Witness



## 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.





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213295 - 969315**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam Howard, Carol Lowell, Chad M. Epple, Dana Brown, Danielle Bergere, Emma C. Doleshel, Grant E. Ingalls, Heather L. Allen, Jim S. Kuich, Jim W. Doyle, Kirsten K. Jordan, Michael A. Murphy, Natalie C. Chau, Ted Baran, Theresa A. Lamb

all of the city of Bothell state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 6th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of April, 2025



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary











# Beverly Lake Sewer Replacement. Ready for Signature

Final Audit Report

2025-05-05

Created:	2025-05-02
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5QLdgWaMPlwKggZGamQyXcU7sXCGvvYB

## "Beverly Lake Sewer Replacement. Ready for Signature" History

-  Document created by Ashleigh Scott (AScott@everettwa.gov)  
2025-05-02 - 3:42:33 PM GMT
-  Document emailed to Dan Enrico (DEnrico@everettwa.gov) for approval  
2025-05-02 - 3:43:27 PM GMT
-  Email viewed by Dan Enrico (DEnrico@everettwa.gov)  
2025-05-02 - 4:09:28 PM GMT
-  Document approved by Dan Enrico (DEnrico@everettwa.gov)  
Approval Date: 2025-05-02 - 4:15:11 PM GMT - Time Source: server
-  Document emailed to Ben Faber (ben@faberconstruction.com) for signature  
2025-05-02 - 4:15:16 PM GMT
-  Email viewed by Ben Faber (ben@faberconstruction.com)  
2025-05-02 - 4:59:18 PM GMT
-  Document e-signed by Ben Faber (ben@faberconstruction.com)  
Signature Date: 2025-05-02 - 5:23:40 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2025-05-02 - 5:23:45 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2025-05-02 - 5:31:49 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)  
Approval Date: 2025-05-02 - 5:32:04 PM GMT - Time Source: server

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2025-05-02 - 5:32:09 PM GMT

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2025-05-05 - 3:49:52 PM GMT

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


Signature Date: 2025-05-05 - 3:50:06 PM GMT - Time Source: server

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

2025-05-05 - 3:50:11 PM GMT

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

Signature Date: 2025-05-05 - 9:51:54 PM GMT - Time Source: server

 Agreement completed.

2025-05-05 - 9:51:54 PM GMT