



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 Strider Construction Co., 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: “Later Phase Eclipse Mill Park”, (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=1893203&searchid=f241caae-0568-4d35-b106-2596d9573710&dbid=0 This is a 659-page PDF digitally signed by City of Everett 2025.05.20 09:21:38-7’00’
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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 of the Work shall be achieved within Two hundred forty-seven (247) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within Ninety (90) 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 + Additive	\$ 3,307,000
+ WA Sales Tax	\$ 327,393
Contract Sum	\$ 3,634,393

This is based on the proposal/bid submitted by Contractor dated April 8, 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.

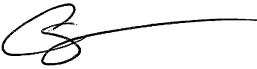
12. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, 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.

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**CITY OF EVERETT
WASHINGTON**

By: 

Cassie Franklin, Mayor

05/27/2025

Date

ATTEST:



Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
(9.22.23)

CONTRACTOR:

STRIDER CONSTRUCTION CO., INC

By: 
Signature

Typed/Printed Name of Signer: Kyle J. Gebhardt, PE

Title of Signer: President

Date: 05/23/2025

ATTACHMENT TO CONTRACT

SECTION 00 41 13 - BID FORM (ADDITIVE)-

1.1 BIDDER INFORMATION

Project Title: Later Phase Eclipse Mill Park Project

Project No.: WO# 383921

Date: 4/8/2025

Submitted by: Strider Construction Co., Inc.

Company Name and
Address: 4721 Northwest Drive, Bellingham, WA 98226

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.

SECTION 00 41 13 - BID FORM (ADDITIVE)-

1.1 BIDDER INFORMATION

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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.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CONTRACT PRICE
1.		LS	1	\$ <u>3,250,000.00</u>
2.	Apprentice Incentive	LS	1	\$ <u>5000.00</u>
SUBTOTAL (BASE BID)				\$ <u>3,255,000.00</u>
Washington State Sales Tax @ 9.9% (BASE BID)				\$ <u>322,245.00</u>
TOTAL (BASE BID)				\$ <u>3,577,245.00</u>
Additive	Additional piling removals	LS	1	\$ <u>52,000.00</u>
Washington State Sales Tax @ 9.9% (ADDITIVE)				\$ <u>5,148.00</u>
TOTAL (ADDITIVE)				\$ <u>57,148.00</u>
GRAND TOTAL (BASE BID + ADDITIVE)				\$ <u>3,634,393.00</u>
<p>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.</p> <p>At the City's sole discretion, the Project awarded will be either:</p> <ul style="list-style-type: none"> ➤ the Base Bid, in which case the Project will include the waterside portion of the future Eclipse Mill 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 the waterside portion of the future Eclipse Mill Park and the removal of timber piles shown on plan drawing CX2, and the lowest bidder will be determined by the lowest GRAND TOTAL (BASE BID + ADDITIVE). <p>Bid security is based on TOTAL (BASE BID).</p>				

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.
 - 2. 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

- 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 ...3/14/2025....

Addendum No. 2 dated 3/19/2025
Addendum No. 3 dated 3/26/2025
Addendum No. 4 dated 3/31/2025

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 Kyle J Gebhardt P.E. - President 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. bids@striderconstruction.com

1.8 INTERESTED PARTIES

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

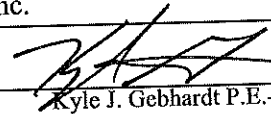
NAME	TITLE	ADDRESS
Kyle J Gebhardt P.E.	President	4721 Northwest Drive, Bellingham, WA 98226
Darren D. Mullen	Secretary	4721 Northwest Drive, Bellingham, WA 98226

1.9 BID FORM SIGNATURES

- A. By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 72 00 – GENERAL CONDITIONS and certifies that coverage will be provided as required.
- B. The undersigned also hereby certifies that, within the five-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 declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.

Signed this 8th day of April, ²⁰²⁵~~2024~~

Name of Bidder: Strider Construction Co., Inc.

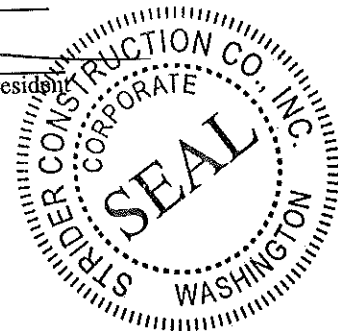
Signature of Bidder's Authorized Agent: 

Kyle J. Gebhardt P.E. - President

City and State Where Signed: Bellingham, Washington

Title: ~~Secretary~~ President KJ

Phone: 360-380-1234



State of Incorporation Washington Contractor's License No. STRIDCC1210Z

Washington State 601 100 050

Email address of Bidder's authorized Agent:

bids@striderconstruction.com

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END OF SECTION 00 4113

SECTION 00 43 13 - BID SECURITY FORM

BID SECURITY/DEPOSIT

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

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

Signature Kyle J Gebhardt - President



BID BOND

Bond No. N/A
Project: Later Phase Eclipse Mill Park Project
Project No. 383921


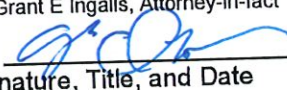

KNOW ALL MEN BY THESE PRESENTS,
that Strider Construction Co., Inc. [Contractor], a
corporation organized under the laws of the State of Washington, and
registered to do business in the State of Washington as a contractor, as Principal,
and Travelers Casualty and Surety Company of America [Surety], a
corporation organized under the laws of the State of Connecticut 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 X/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:

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.

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

BIDDER		SURETY	
Strider Construction Co., Inc.		Travelers Casualty and Surety Company of America (seal)	
Bidder's Name		Surety's Name and Corporate Seal	
By:  4/8/2025		By:  4/8/2025	
Signature, Title, and Date		Signature, Title, and Date	
Kyle J. Gebhardt P.E. - President		Grant E Ingalls, Attorney-in-fact	
Address: 4721 Northwest Drive		Address: One Tower Square,	
Bellingham, WA 98226		Hartford, CT 06183-9062	
Attest:  4/8/2025		Attest: Emma C. Doleshel, Witness	
Signature, Title and Date		Signature, Title and Date	
Darren D. Mullen - Secretary		4/8/2025	

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Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Heather L. Allen, Dana Brown, Natalie C. Chau, Emma C. Doleshel, Jim W. Doyle, Chad M. Epple, Adam Howard, Grant E. Ingalls, Jim S. Kuich, Theresa A. Lamb, Maxwell Martin, Michael A. Murphy, Andy D. Prill, S. M. Scott, Steve Wagner**, of Bothell, WA., their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **April**, **2025**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

City of Everett
Eclipse Mill Riverfront - Construction Package

00 43 13 - 36
WO# 2100441

END OF SECTION 00 43 13

00 43 13 - 36

BID SECURITY FORM

Strider Construction Co., Inc.

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

SECTION 00 43 36 - PROPOSED SUBCONTRACTORS FORM

1. For heating, ventilation and 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 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 non-responsive and void if:**
 - A. For heating, ventilation and air conditioning, plumbing, electrical work, 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, air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors applies only to proposed heating, ventilation, 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, and 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
STONE COLUMN GROUND IMPROVEMENT Subcontractor, bidder or "no work" MUST be stated	Keller North America, Inc. 18300 Cascade Ave. S Suite 265 Tukwila, WA 98188

STEEL PILE DRIVING Subcontractor, bidder, or "no work" MUST be stated	Upland Pile Driving: Greyrock Drilling & Piledriving LLC 26929 115th Ave NE Arlington, WA 98223	AND	Marine Pile Driving: Quigg Bros., Inc. PO Box 1707 Aberdeen, WA 98520
FLOAT Subcontractor, bidder or "no work" MUST be stated	MANTLE INDUSTRIES 1100 YEW AVENUE BLAINE, WA 98230		
ALUMINIMUM GANGWAY Subcontractor, bidder or "no work" MUST be stated	MANTLE INDUSTRIES 1100 YEW AVENUE BLAINE, WA 98230		
DEBRIS BOOM Subcontractor, bidder or "no work" MUST be stated	ELASTEC 1309 West Main Carmi, Illinois 62821		
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" MUST be stated	Industry Erectors Inc. 1429 Ave D #267 Snohomish, WA 98290		
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	Strider Construction Co., Inc. 4721 Northwest Drive Bellingham, WA 98226		

END OF SECTION 00 43 36

SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

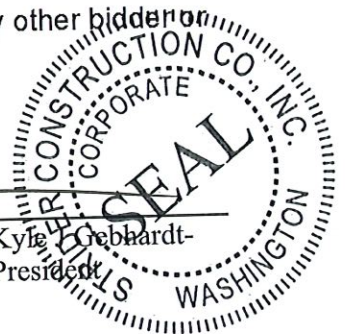
NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

The undersigned, being duly sworn, on oath says that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the said 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 other 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 on bidders.

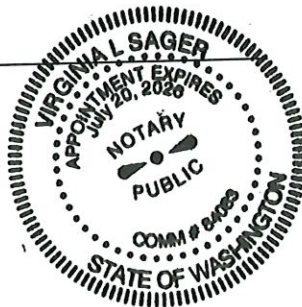
Strider Construction Co., Inc.
Firm Name

[Signature]
Authorized Signature Kyle Gebhardt
President



SUBSCRIBED and SWORN to before me this 8th day of April,
2025.

Virginia L. Sager



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at

My commission expires: 7/20/2026

END OF SECTION 00 45 19

00 45 19 - 48

NON-COLLUSION AFFIDAVIT

Strider Construction Co., Inc.

SECTION 00 45 39 - 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: 10% [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 18% [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):

Minority Business Name	Address	Goods or Services Involved	Certification Number*
Please see attached.			

*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.

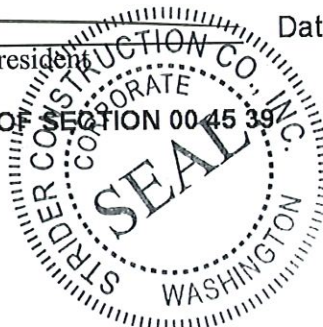
FAILURE TO PROPERLY COMPLETE AND SUBMIT THIS CERTIFICATION FORM WITH THE BID WILL RESULT IN REJECTION OF BID. THE BIDDER CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS TRUE AND COMPLETE CORRECT TO THE BEST OF ITS KNOWLEDGE AND BELIEF AND FURTHER AGREES TO PROVIDE INFORMATION AS REQUESTED BY THE CITY REGARDING MINORITY BUSINESS SUBCONTRACTS AND EMPLOYMENT OF MINORITY GROUP MEMBERS.

Signature: _____

Kyle J Gebhardt- P.E. President

Date: 4/8/2025

END OF SECTION 00 45 39



Minority Business Name	Address	Goods or Services Involved	DBE Certification Number	MBE	WBE
Daramola, Inc.	10514 272nd Ave E Buckley, WA 98321	Landscaping	D3M0025973		
Garrison Creek Landscaping, Inc.	PO Box 1511 Kent, WA 98035	Landscaping	D3M0019019	M3M0019019	
Industry Erectors, Inc.	4523 117th Dr SE Snohomish, WA 98290	Structural Steel	D1M0024595		
Land Development Engineering & Surveying, Inc	5160 Industrial Place Suite 108 Ferndale, WA 98248	Survey	D5M0019910	M5M0019910	
DBA LDES Inc.	19551 Burkland Road Mount Vernon, WA 98274	Landscaping	D5M0026741	M5M0026741	
Lopez Nursery & Landscaping LLC	33650 6th Ave S Suite 102 Federal Way, WA 98003	Survey	D3M0016030	M3M0016030	W2F0018670
O'Bunco Engineering Int'l, Inc., DBA O'Bunco Engineering Inc	23700 SE 264th Street Maple Valley, WA 98038	Trucking	D2F0018670		W2F0016394
Silver Streak Inc.	11124 Valley Avenue East Puyallup, WA 98372	Erosion Control	D2F0016394		
The Bag Lady, Inc.	2016 Fruitvale Blvd Yakima, WA 98902	Structural Steel Supply	D3M0023698	M3M0023698	
MBI Construction Services, Inc.	16444 SE 135th St. Renton, WA 98059	Steel Erection	D5M0024643	M5M0024643	W2F0700248
Sunset Company, LLC	15912 - 73rd Ave SE #B Snohomish, WA 98296	Landscaping			
P & G Landscaping, Inc.					




CORPORATE DESIGNATION OF AUTHORITY


The undersigned, President and Secretary of Strider Construction Company, Inc. a Washington corporation, pursuant to their authority as corporate officers hereby adopt the following designation of corporate authority.

That Kyle J. Gebhardt, P.E. is authorized on behalf of the corporation to execute for and on behalf of the corporation any and all construction contracts with owners of projects and any and all subcontracts with subcontractors for construction projects and Bid documents and Bid Bonds. This authorization shall be effective through the 31st day of December, 2025.

EFFECTIVE as of the 1st day of January, 2025 .



Kyle J. Gebhardt, P.E., President



Darren D. Mullen, Secretary





CORPORATE DESIGNATION OF AUTHORITY

The undersigned, President and Secretary of Strider Construction Company, Inc. a Washington corporation, pursuant to their authority as corporate officers hereby adopt the following designation of corporate authority.

That Darren D. Mullen is authorized on behalf of the corporation to execute for and on behalf of the corporation any and all construction contracts with owners of projects and any and all subcontracts with subcontractors for construction projects and Bid documents and Bid Bonds. This authorization shall be effective through the 31st day of December, 2025.

EFFECTIVE as of the 1st day of January, 2025.



Kyle J. Gebhardt, P.E., President



Darren D. Mullen, Secretary













Later Phase Eclipse Mill Park Project_FINAL_SD

Final Audit Report

2025-05-27

Created:	2025-05-23
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
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Agreement completed.

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