

SMALL WORKS CONTRACT

THIS CONTRACT is dated and effective as of the date of the Mayor's signature below and is by and between the City of Everett, a Washington municipal corporation (the "City"), and the Contractor shown below in the Basic Provisions.

1. Basic Provisions:

Solicitation Name	2025-029 Forest Park Entry Driveway Repave Project
Brief Description of Work	Area of resurfacing being 10' x 500' +/- 556 SY of grind, 65 tons HMA for a 2" grind and repave.
Contractor	Fidalgo Paving & Construction LLC
	16825 45 Road
	Arlington, WA 98223
	office@fidalgopaving.com
City Project Manager	Lolly Huggins
	City of Everett – Parks and Facilities
	802 E Mukilteo Boulevard
	Everett, WA 98203 lhuggins@everettwa.gov
Contract Time	The Work shall be physically complete in all respects within 45 calendar days from the date of issuance of the Notice to Proceed.
Contract Price	\$34,069.00
Contract Documents	The following documents ("Contract Documents") are incorporated by reference and are hereby made a part of this Contract: this Contract document; Invitation for Quote and addenda thereto, including without limitation any Instructions, General Conditions, Specifications, Contractor Commitment and Information, Price Sheet, Certification of Compliance, Minority Business Certification, Contractor References, and any other document included in the Invitation to Quote; change orders; all provisions required by law, and the following document(s), if any:
	N/A Contractor's response to the solicitation is a Contract Document, but only

	to the extent it is responsive to the solicitation.
Contractor Insurance Contact Information	Loretta Schuelke
	253.453.4625
	loretta.schuelke@propelinsurance.com

2. The Work. In consideration of the sums to be paid to it by the City, the Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete all work as set forth in the Contract Documents. The Contract Documents are shown in the Basic Provisions. The entire work set forth in the Contract Documents is referred to herein as either the "Work" or the "Project." If a purchase order is issued for the Work, it is only a Notice to Proceed. Such purchase order's pre-printed terms and conditions are not part of the Contract. If there is any inconsistency in the parts of the Contract Documents, then the most stringent on the Contractor applies, unless the City's authorized representative determines otherwise in writing. The Work required in one part must be furnished even if not mentioned in other parts of the Contract. These parts complement each other in describing the complete Work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

3. Contract Time. The Work shall be complete as stated in the Basic Provisions.

4. Contract Price. The amount of this Contract is the Contract Price stated in the Basic Provisions and is based on the quote submitted by the Contractor for the solicitation stated in the Basic Provisions. 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 Price 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 Price 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 ensure 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 lieu of payment and performance bonds, the City will retain an additional ten

percent (10%) of the Contract Price. In addition to retainage under chapter 60.28 RCW, 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. Disadvantaged Business Enterprises. 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 (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. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees, and agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents, or third persons in such suit. The Contractor's obligations under this section shall not apply to loss, claims, demands, suits, damage, or liability caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular loss, claim, demand, suit, damage, or liability, and (2) such loss, claim, demand, suit, damage, or liability is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City or its agents or employees, then the Contractor's obligations under this section shall apply only to the extent of Contractor's negligence. The City shall give Contractor reasonable notice of such claim. 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 survives any termination, completion or expiration of this Contract.

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. 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. 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 quote, 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 quote or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

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

14. Effective Date. This Contract is effective as of the date of last signature below.

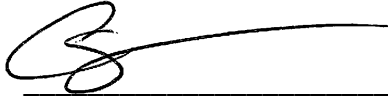
15. Counterparts/Signatures. This Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Contract may also be exchanged electronically and any electronic version of any party's signature or any electronic signature (including without limitation AdobeSign) shall be deemed to be an original signature for all purposes.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

**CITY OF EVERETT
WASHINGTON**

FIDALGO PAVING & CONSTRUCTION LLC



Cassie Franklin, Mayor

Signature: Jeff Mason

Name of Signer: Jeff Mason

Signer's Email Address: office@fidalgopaving.com

Title of Signer: Managing Member

Date

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 3, 2024











2025-029 Forest Park Entry Driveway Repave Project_061125_SD corrected2

Final Audit Report

2025-07-02

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Agreement completed.

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