

CITY OF EVERETT, WASHINGTON

CONTRACT

as of date of last signature below

THIS CONTRACT is made and entered into this ^ day of ^ 2025, by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the “City”) and Granite Construction Company (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 Plans and all other Contract Documents entitled: “2025 Federal Overlay, W Mukilteo Blvd – Glenwood Ave to Dogwood Dr” (the “Project”).

1. Contract Documents. The following documents (“Contract Documents”) are incorporated by reference and are hereby made a part of this Contract:

- A. Notice to Contractors
- B. Instructions to Bidders
- C. Washington State Department of Transportation Standard Specifications 2025 as modified by all amendments thereto as of the date of bid opening of this Project (“Standard Specifications”).
- D. Contract Provisions, including without limitation the Special Provisions
- E. Plans, Drawings and Project Specifications
- F. Addenda (if any)
- G. Performance Bond and Payment Bond
- H. Contractor’s Proposal/Bid (dated 5/13/25 and copy attached hereto)
- I. All provisions required by law whether set forth and reproduced herein or not.
- J. Disadvantaged Business Enterprise (DBE) utilization certification.

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=1905012&searchid=16e5ffe0-6333-4a99-b996-5ff63cb26caa&dbid=0 This is a 464-page pdf digitally certified by the City of Everett 2025.06.17 07:39:05-0’700’
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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 **forty (40) working** days of the effective date of the Notice to Proceed.

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 stated in Section 1-08.9 of 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.

4. Contract Sum. The amount of this Contract is one million two hundred eleven thousand, five hundred eighty dollars and zero cents (\$1,211,580.00) and is based on the proposal/bid submitted by Contractor dated 5/13/25. 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. 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.

6. Indemnification.

A. Contractor will defend and 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 and hold harmless 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 6 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 6 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 6 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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**CITY OF EVERETT
WASHINGTON**

By: 

Cassie Franklin, Mayor

06/24/2025

Date

ATTEST:



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
OCTOBER 31, 2023

CONTRACTOR:

GRANITE CONSTRUCTION COMPANY

By: *Mike Stein*
Signature

Typed/Printed Name of Signer: Michael Stein

Title of Signer: VP, Regional Operations

Date: 06/23/2025

Attachment to Contract

CITY OF EVERETT, WASHINGTON

CONTRACT PROVISIONS

2025 FEDERAL OVERLAY, W MUKILTEO BLVD – GLENWOOD AVE TO DOGWOOD DR

WORK ORDER #3842

FEDERAL AID# NHPP-2776(011)

BID PROPOSAL

To the City Council
Everett, Washington

The undersigned bidder declares that they have carefully examined the Plans and Specifications, Notice to Contractors, Instructions to Bidders, Standard Specifications, Special Provisions, Appendices, Proposal, and Contract for *the construction of approximately 2,794 tons of Hot Mix Asphalt, Classs ½-inch, PG 64-22, two inch (2") thick, on selected City Streets, including grinding, utility adjustments, such as manhole, catch basin, inlet, valve box, monument case and cover, striping, channelization, traffic induction loops* and other such work as may be necessary, in accordance with the Specifications, as shown on the Plans. The undersigned bidder declares that it has made such investigations as are necessary to determine the conditions to be encountered, and that if this Proposal is accepted the undersigned bidder will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and will furnish all labor and materials as specified in the Contract, or called for in the plans, or 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 it will complete the work in all respects within * forty (40)* working days from the date of written Notice to Proceed; that they will pay liquidated damages to the City in the amount specified in the Contract.

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 the Standard Specifications, the Special Provisions, and the "Instructions to Bidders" hereby attached. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute the Contract and provide the required bonds as stated in the Instructions to Bidders hereto attached, within twenty (20) calendar days after the award date, then the City may, at its option, determine that the undersigned has abandoned the Contract and thereupon this Contract shall be null and void 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.

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**CITY OF EVERETT, WASHINGTON
CONTRACT PROVISIONS FOR
WORK ORDER NO.: PW 3842
FEDERAL AID NO.: NHPP-2776(011)**

**INSTRUCTIONS TO BIDDERS
FOR FEDERAL-AID PROJECTS**

1.0 Design Engineer

Questions and inquiries about these Contract Provisions should be directed to the attention of Gina Loring, (425) 257-7290 or gloring@everettwa.gov.

2.0 Bidder's Check List

The bidder's attention is directed to the following City-provided forms which must be executed in full and submitted with the bid as required. Online fill-able forms may be downloaded from <https://www.wsdot.wa.gov/forms/pdfForms.html>, exact form number and revision date must be used:

1. **Proposal:** The lump sum and unit price items must be shown in the space provided. Show unit prices in figures.
2. **Proposal Signature Sheet:** To be filled in and signed by the Bidder.
3. ~~Local Agency Subcontractor List (DOT Form 271-15A Rev 06/2020): To be filled in by the Bidder. N/A~~
4. **Local Agency Certification for Federal-Aid Contracts (DOT Form 272-040A Rev 07/2011):** To be submitted with the bid.
5. **Local Agency Non-Collusion Declaration (DOT Form 272-036I Rev 07/2011):** To be submitted with the bid.
6. **Bid Bond:** This form provided by the City is to be executed by the Bidder and the surety company unless bid is accompanied by a certified check or cashier's check. The amount of this bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. Cash will not be accepted.
7. **Disadvantaged Business Enterprise Utilization Certification (DOT Form 272-056 Rev 12/2021):** To be filled in and signed by the bidder (if DBE goal is assigned.)
8. **Disadvantaged Business Enterprise (DBE) Written Confirmation Document (DOT Form 422-031 Rev 07/2016):** To be filled in and signed by DBEs (if DBE goal is assigned.)
9. **Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form (DOT Form 272-054 Rev 09/2020):** To be filled in by Bidder (if DBE goal is assigned.)
10. **Disadvantaged Business Enterprise (DBE) Trucking Credit Form (DOT Form 422-058 Rev 09/2020):** To be filled in and signed by DBE Trucking Firms (if DBE goal is assigned.)
11. **Proposal for Incorporating Recycled Materials into the Project:** To be filled in and signed by the Bidder. (<http://www.wsdot.wa.gov/partners/apwa/recycledmatsbidform.pdf>)

Failure to complete the aforementioned forms and to submit them with the bid as required may be due cause for rejection of bid.

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:** GRANITE CONSTRUCTION COMPAN

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
W Mukilteo Blvd – Glenwood Ave to Dogwood Dr					
1	Mobilization	LS	1	\$ <u>121,000.00</u>	\$ <u>121,000.00</u>
2	Flaggers (Min. Bid Prevailing Wage)	Hour	1,985	\$ <u>60.00</u>	\$ <u>119,100.00</u>
3	Contractor Provided Uniformed Police Officer	Hour	280	\$ <u>127.00</u>	\$ <u>35,560.00</u>
4	Traffic Control Supervisor	LS	1	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
5	Other Traffic Control Labor	Hour	120	\$ <u>90.00</u>	\$ <u>10,800.00</u>
6	Construction Signs Class A	SF	160	\$ <u>62.00</u>	\$ <u>9,920.00</u>
7	Sequential Arrow Sign	Hour	200	\$ <u>12.00</u>	\$ <u>2,400.00</u>
8	Portable Changeable Message Sign	HR	1,318	\$ <u>8.00</u>	\$ <u>10,544.00</u>
9	Other Temporary Traffic Control Devices	LS	1	\$ <u>39,000.00</u>	\$ <u>39,000.00</u>
10	Planing Bituminous Pavement	SY	22,799	\$ <u>4.00</u>	\$ <u>91,196.00</u>
11	Additional Planing Bituminous Pavement	SY	3,420	\$ <u>0.50</u>	\$ <u>1,710.00</u>
12	HMA CL 1/2 Inch, PG 64-22	Ton	2,794	\$ <u>155.00</u>	\$ <u>433,070.00</u>
13	Street Cleaning	Hour	70	\$ <u>230.00</u>	\$ <u>16,100.00</u>
14	Adjust Manhole	Each	7	\$ <u>1,200.00</u>	\$ <u>8,400.00</u>
15	Adjust Catch Basin/Inlet to Grade	Each	16	\$ <u>1,200.00</u>	\$ <u>19,200.00</u>
16	Adjust Valve Box to Grade	Each	8	\$ <u>920.00</u>	\$ <u>7,360.00</u>
17	Adjust Existing Monument Castings to Grade	Each	3	\$ <u>920.00</u>	\$ <u>2,760.00</u>
18	Plastic Wide Line	LF	9,750	\$ <u>5.00</u>	\$ <u>48,750.00</u>
19	Plastic Traffic Arrow	Each	13	\$ <u>500.00</u>	\$ <u>6,500.00</u>

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
20	24" Plastic Crosswalk Line	SF	720	\$ 13.00	\$ 9,360.00
21	24" Plastic Stop Line	LF	100	\$ 26.00	\$ 2,600.00
22	Plastic Line	LF	11,410	\$ 3.00	\$ 34,230.00
23	Plastic Bicycle Lane Symbol	Each	4	\$ 500.00	\$ 2,000.00
24	Plastic Bicycle Detector Symbol	Each	1	\$ 500.00	\$ 500.00
25	Raised Pavement Markers, Type 2	Hund.	2	\$ 960.00	\$ 1,920.00
26	Temporary Pavement Markings	LF	26,060	\$ 1.00	\$ 26,060.00
27	Remove and Replace Cement Conc. Sidewalk and Type A-1 Curb and Gutter	SY	6	\$ 2,200.00	\$ 13,200.00
28	Vehicle Loop Detectors	LF	1,600	\$ 40.00	\$ 64,000.00
29	Loop Lead-In Detector Cable	LF	150	\$ 10.00	\$ 1,500.00
30	Conduit Pipe, 2" Diameter	LF	30	\$ 18.00	\$ 540.00
31	Replace Junction Box	Each	1	\$ 4,000.00	\$ 4,000.00
32	Spill Prevention Control Plan	LS	1	\$ 500.00	\$ 500.00
33	Resolve Above Ground Conflicts	FA	1	\$ 5,000.00	\$ 5,000.00
34	Erosion/Water Pollution Control	LS	1	\$ 5,000.00	\$ 5,000.00
35	Asphalt Cost Price Adjustment	Calc.	1	\$ 2,800.00	\$ 2,800.00
36	Minor Change	FA	1	\$ 25,000.00	\$ 25,000.00
Total Bid Amount					\$ 1,211,580.00

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Local Agency Name
Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name 2025 Federal Overlay, W Mukilteo Blvd - Glenwood Ave to Dogwood Dr

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name G & G, Inc
Work to be performed Electrical

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

DOT Form 271-015LP
Revised 05/2020

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**Failure to return this Declaration as part of the bid proposal package
will make the bid nonresponsive and ineligible for award.**

NON-COLLUSION DECLARATION

**I, by signing the proposal, hereby declare, under penalty of
perjury under the laws of the United States that the following
statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

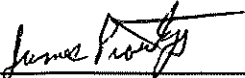
The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

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.

BID GUARANTY

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 JAMES PROUTY

BID BOND

Bond No. N/A

Project 2025 Federal Overlay
W Mukilteo Blvd - Glenwood Ave to Dogwood Dr

W.O. # PW 3842

KNOW ALL MEN BY THESE PRESENTS,

that Granite Construction Company [Contractor], a corporation organized under the laws of the State of California, 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 Bid Amount and 00/100's Dollars (\$/ 5% of Bid Amount), 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.

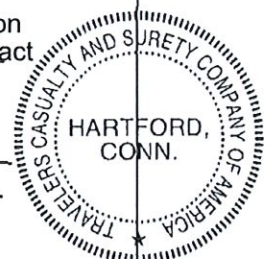
It is expressly understood and agreed that:

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 Agreement 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 Agreement 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 at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
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.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

BIDDER	SURETY
GRANITE CONSTRUCTION COMPANY (Seal)	Travelers Casualty and Surety Company of America (seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
JAMES PROUTY, SENIOR ESTIMATOR	/Isabel Barron
By: 5/13/25 <i>James Prouty</i>	By: <i>Isabel Barron</i> Attorney-in-Fact
Signature, Title, and Date	Signature, Title, and Date 5/5/25
Address: 1525 E MARINE VIEW DR	Address: 1 Tower Square
EVERETT, WA 98201	Hartford, CT 06183
Attest: <i>Emily Groce</i>	Attest: <i>Ashley Stinson</i>
Signature, Title and Date	Attorney-in-Fact
ESTIMATING ASSISTANT	Signature, Title and Date 5/5/25
5/13/25	



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT


State of California
County of Santa Cruz)

On May 5, 2025 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron and Ashley Stinson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Mariella Rubio, Notary Public

(Seal)





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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That 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 that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, California, 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 **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, 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, 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, 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 **May 5**, 2025




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.



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That 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 that the Companies do hereby make, constitute and appoint **Ashley Stinson** of **WATSONVILLE**, California, 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 **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, 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 **May 5, 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.



**Washington State
Department of Transportation**

Bidder Questionnaire

Agency Name	City of Everett					Federal Aid Number	NHP-2776(011)	
Prime Contractor Name	Granite Construction Company					Contract Number	3842	
Contract Name	2025 Federal Overlay, W Mukilteo Blvd - Glenwood Ave to Dogwood Dr							
Firm/ Subcontractor Name	Address (incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
PR Swens	8351 30th Ave NE, Lacey, WA 98516	Non-DBE	White	Male	237310	Asphalt Milling	33	\$6-10 million
G&G Incorporated	18044 SE 224th St, Kent, WA 98042	DBE	Hispanic American	Female	238210	Electrical	33	\$6-10 million
Ground Up Road Construction	PO Box 1690 Milton, WA 98334	Non-DBE	N/A	N/A	237310	Asphalt Milling	34	\$10-20 million
BC Traffic	2507 Main Hill Dr #108 Port Orchard, WA 98366	DBE	Asian-Pacific American	Male	561990	Traffic Control	29	\$3-6 million
Specialized Pavement Marking Inc.	1813 137th Ave E Sumner, WA 98390	Non-DBE	White	Male	237310	Pavement Marking	27	Greater than \$30.72 million
AAA Contractors, Inc.	24816 Pacific Hwy South, Kent, WA 98032	DBE	Asian-Pacific American	Male	238140, 237310	Retaining Wall, Asphalt Milling	12	\$3-6 million
Rod Laser Construction, LLC	30330 Mt. Loop Hwy, Granite Falls, WA 98252	DBE	Hispanic American	Male	541370	Survey Construction Staking	8	Less than \$1 million
Hughes Group LLC	3701 South Lawrence St, Tacoma, WA 98409	DBE	Black American	Male	561990	Traffic Control	24	\$6-10 million

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Prime Contractor Representative *James P. Smith* Senior Estimator Title Date 5/13/2025

Disadvantaged Business Enterprise Utilization Certification

Box 1: Granite Construction Company certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

[illegible]

Box 4

C

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
 - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
 - Work sublet to a Regular Dealer must be listed separately.
 - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
 - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single DBE individually on a separate row. The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
 - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to $(\$100,000 \times 50\%) = \$50,000$ (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to $(\$100,000 \times 60\%) = \$60,000$ (Column 5) to be applied towards the goal.

Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to $(\$100,000 \times \text{reasonable fee } \%) = \$$ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

See the Disadvantaged Business Enterprise Participation specification in the Contract for more information.

Box 1: A Plus Construction Company certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

[illegible]

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract



**Washington State
Department of Transportation**

**Disadvantaged Business Enterprise (DBE)
Written Confirmation Document**

See Contract Provisions: *DBE Document Submittal Requirements*
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: 2025 Federal Overlay, W Mukilteo Blvd- Glenwood Ave to Dogwood Dr

Bidder's Business Name: Granite Construction Company

DBE's Business Name: BC Traffic, LLC

Description of DBE's Work: Traffic Control

Dollar Amount to be Applied Towards DBE Goal: \$158,561.00

Dollar Amount to be Subcontracted to DBE*: \$255,141.31
*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed):

THEO BUDIMAN

Signature:

A. Budiman

Title:

PRESIDENT

Address:

PO Box 1670
Port Orchard WA 98366

Date: 05-13-2025



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

1. Contract Number 3842		2. Contract Name 2025 Federal Overlay, W Mukilteo Blvd- Glenwood Ave to Dogwood Dr	
3. Prime Contractor Granite Construction Company		4. Prime Contractor Representative Name Beth Duffus	
5. Prime Contractor Representative Phone Number 425-551-3100		6. Prime Contractor Representative Email bid.everett@gcinc.com	

Column 1 Name of UDBE (See Instructions)	Column 2 Bid Item # (See Instructions)	Column 3 Full/Partial (See Instructions)	Column 4 Quantity (See Instructions)	Column 5 Description (See Instructions)	Column 6 Unit Price (See Instructions)	Column 7 Total Unit Cost (See Instructions)	Column 8 Dollar Amount to be Applied Towards Goal (See Instructions)
BC Traffic, LLC	2	Full	1985 HR	Flaggers	\$ 86.03	\$ 170,769.55	\$ 84,911.00
BC Traffic, LLC	4	Full	288 HR	Traffic Control Supervisor	\$ 96.67	\$ 27,840.96	\$ 27,300.00
BC Traffic, LLC	5	Full	120 HR	Other Traffic Control Labor	\$ 88.64	\$ 10,636.80	\$ 6,000.00
BC Traffic, LLC	8	Full	1318 HR	Portable Changeable Message Board	\$ 8.00	\$ 10,544.00	\$ 5,000.00
Subtotal:						\$ 219,791.31	\$ 123,211.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
BC Traffic, LLC	9	Full	1 LS	Other Temporary Traffic Control Devices	\$ 35,350.00	\$ 35,350.00	\$ 35,350.00
Subtotal:						\$ 35,350.00	\$ 35,350.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 255,141.31	\$ 158,561.00

Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.




Proposal for Incorporating Recycled Materials into the Project

In compliance with RCW 70A.205.700, the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 17. percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: GRANITE CONSTRUCTION COMPANY

Signature of Authorized Official:  JAMES PROUTY

Date: 5/13/2025



This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (May 13, 2025), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

GRANITE CONSTRUCTION COMPANY

Bidder's Business Name

James Prouty

Signature of Authorized Official*

JAMES PROUTY

Printed Name

SENIOR ESTIMATOR

Title

5/13/2025

Date

EVERETT

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

CALIFORNIA

If a co-partnership, give firm name under which business is transacted:

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2025 through December 31, 2025, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that, effective January 1, 2025 through December 31, 2025, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company in excess of \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that, effective January 1, 2025 through December 31, 2025, the individuals named on the attached Exhibit 1 and Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper construction contract documents prepared and submitted on behalf of the Company relating to domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective January 1, 2025 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

Dated: January 1, 2025



M. Craig Hall



EXHIBIT 1

AUTHORIZED SIGNERS **Granite Construction Company** **Puget Sound Region**

AUTHORIZED SIGNERS
Michael Stein, VP Regional Operations
Ryan Horton, District VP
Boudrey Smith, Project Executive
Travis Walken, Chief Estimator
Sonny Chavez, Director Operations Finance
Lance Chambers, Construction Manager
Quinn Golden, Senior Project Manager
Ryan Olson, Senior Project Manager
Mark Ottele, Senior Project Manager
Blake Ambler, North Sound Area Manager
Nick Lupo, Senior Project Manager
J. Peter Welch, Senior Estimator
Shane Berrett, Operations Manager
Vance Aeschleman – Senior Project Manager
Jason Styger, South Sound Area Manager

AUTHORIZED SIGNERS (Not to exceed \$25 million)
Jonathan Carpenter, Senior Estimator
James Prouty, Senior Estimator
Steve Schlimmer, Senior Estimator

ATTESTORS
Michael Stein, VP Regional Operations
Ryan Horton, District VP
Sonny Chavez, Director Operations Finance
Boudrey Smith, Project Executive
Travis Walken, Chief Estimator
J. Peter Welch, Senior Estimator
Shane Berrett, Operations Manager
Brynn Bennett, Estimating Assistant
Amy Sorensen, Estimating Assistant
Blake Ambler, North Sound Area Manager
Jason Styger, South Sound Area Manager
Vance Aeschleman, Senior Project Manager
Emily Groce, Estimating Assistant
Jonathan Carpenter, Senior Estimator
James Prouty, Senior Estimator
Steve Schlimmer, Senior Estimator

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company

AUTHORIZED SIGNERS
Kyle T. Larkin, President & CEO
Staci M. Woolsey, Executive Vice President
James A. Radich, Executive Vice President & Chief Operating Officer
Brian R. Dowd, Senior Vice President
Michael G. Tatusko, Senior Vice President
Bradley J. Williams, Senior Vice President
Bradley J. Estes, Senior Vice President











WO3842 2025 Federal Overlay W Mukilteo Blvd - Glenwood Ave to Dogwood Dr_FINAL_SD

Final Audit Report

2025-06-24

Created:	2025-06-20
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz5xDhI_Upf7quCeFf2b6Arb7p35ZXLrj

"WO3842 2025 Federal Overlay W Mukilteo Blvd - Glenwood Ave to Dogwood Dr_FINAL_SD" History

-  Document created by Ashleigh Scott (AScott@everettwa.gov)
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-  Document emailed to Gina Loring (gloring@everettwa.gov) for approval
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-  Document approved by Gina Loring (gloring@everettwa.gov)
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-  Document emailed to Mike Stein (michael.stein@gcinc.com) for signature
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-  Document e-signed by Mike Stein (michael.stein@gcinc.com)
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-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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