

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	2025-035 Service Center 3 Gable Reroof
Brief Description of Work	Reroofing the gable section of Service Center Building 3.
Contractor	Washington Roofing Solutions LLC
	PO Box 64869
	Tacoma, WA 98464
	Office@waroofsolutions.com
City Project Manager	Doug Acheson
	City of Everett – Parks & Facilities
	3200 Cedar Street Everett, WA 98201 dacheson@everettwa.gov
Contract Time	The Work shall be physically complete in all respects within 90 calendar days from the date of issuance of the Notice to Proceed.
Contract Price	\$65,390.50
Contract Documents	<p>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:</p> <p>N/A</p> <p>Contractor's response to the solicitation is a Contract Document, but only to the extent it is responsive to the solicitation.</p>

Contractor Insurance Contact Information	Paul Sherry (GL)/Nick Ghaffari (Auto)
	425-296-9422/425-739-6565
	pauls@1stuw.com/nickg@choiceinsurance.net

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. 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.

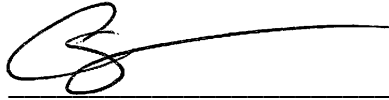
15. Counterparts/Signatures. This Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble 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**

WASHINGTON ROOFING SOLUTIONS LLC



Cassie Franklin, Mayor

07/28/2025

Date

ATTEST



Office of the City Clerk

Signature: _____



Name of Signer: Melissa Gustafson

Signer's Email Address: office@waroofsolutions.com

Title of Signer: Member Owner



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY
ATTORNEY

PERFORMANCE BOND

Bond No.: 7901264391

The City of Everett has awarded to Washington Roofing Solutions, LLC (Principal), a contract for the construction of the project designated as SWR INVITATION FOR QUOTE #2025-035 SERVICE CENTER 3 GABLE REROOF, Project No. 2025-035 , in Everett, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Nationwide Mutual Insurance Company (Surety), a corporation organized under the laws of the State of Ohio and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of Sixty Five Thousand Three Hundred Ninety and 50/100 US Dollars (\$ 65,390.50-----), which is the Contract Price, subject to the provisions herein.

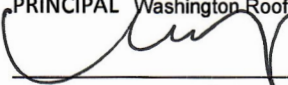
This statutory performance bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower-tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond, and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

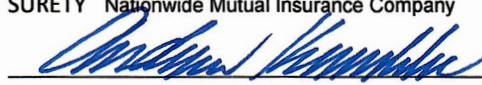
PRINCIPAL Washington Roofing Solutions, LLC



Printed Name: Melissa Gustafson

Title: President

SURETY Nationwide Mutual Insurance Company



Printed Name: Andrew Kerslake

Title: Attorney-in-Fact



STANDARD BOND FORM
OFFICE OF THE CITY ATTORNEY
APPROVED AS TO FORM
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:

Name: IMA Financial Group, Inc.

Address: 10400 NE 4th St., Suite 900, Bellevue, WA 98004

Phone Number: 425-709-3600

Email: PNW_suretyadmins@imacorp.com

PAYMENT BOND

Bond No. 7901264391

The City of Everett has awarded to Washington Roofing Solutions, LLC (Principal), a contract for the construction of the project designated as SWR INVITATION FOR QUOTE #2025-035 SERVICE CENTER 3 GABLE REROOF , Project No. 2025-035, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and Nationwide Mutual Insurance Company (Surety), a corporation organized under the laws of the State of Ohio and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Everett in the sum of Sixty Five Thousand Three Hundred Ninety and 50/100----- US Dollars (\$ 65,390.50-----), which is the Contract Price, subject to the provisions herein.

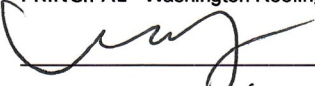
This statutory payment bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or the subcontractors or lower-tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower-tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond, and notice to Surety is not required for such increased obligation.

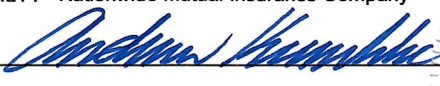
This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL Washington Roofing Solutions, LLC


Printed Name: Melissa Gustafson

Title: President

SURETY Nationwide Mutual Insurance Company


Printed Name: Andrew Kerslake

Title: Attorney-in-Fact



STANDARD BOND FORM
OFFICE OF THE CITY ATTORNEY
APPROVED AS TO FORM
APPROVED AS TO CITY CHARTER § 4.1

Local Office/ Agent of Surety:

Name: IMA Financial Group, Inc.

Address: 10400 NE 4th St., Suite 900, Bellevue, WA 98004

Phone Number: 425-709-3600

Email: PNW_suretyadmins@imacorp.com

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**ALEC GUMPFER; ALEX GIANNINI; ANDREW KERSLAKE; CHRISTINE L LARSON;
ELIZABETH R HAHN; GREGORY J LAGREID; JANTEANE BLYTON; KATELYN COOPER; KYLE E
DOZIER; MINDEE LYNN RANKIN; NICHOLAS A FREDRICKSON; REBECCA M SARMIENTO;
ROGER R KALTENBACH; SANDY L BOSWELL; SCOTT A GARCIA; WILLIAM MARTIN SMITH;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

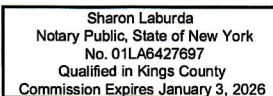


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ____ day of _____, _____.


Assistant Secretary











2025-035_SWR_ Service Center 3 Gable Reroof_07212025_SD

Final Audit Report

2025-07-28

Created:	2025-07-23
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW44ogdvSoNYBfMFbywtRV7j6BcRTb7Tn

"2025-035_SWR_ Service Center 3 Gable Reroof_07212025_S D" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2025-07-23 - 10:58:17 PM GMT
-  Document emailed to Bert Cueva (bcueva@everettwa.gov) for approval
2025-07-23 - 10:59:07 PM GMT
-  Email viewed by Bert Cueva (bcueva@everettwa.gov)
2025-07-24 - 3:48:41 AM GMT
-  Document approved by Bert Cueva (bcueva@everettwa.gov)
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-  Document emailed to office@waroofsolutions.com for signature
2025-07-24 - 3:10:10 PM GMT
-  Email viewed by office@waroofsolutions.com
2025-07-24 - 3:15:27 PM GMT
-  Signer office@waroofsolutions.com entered name at signing as Melissa Gustafson
2025-07-25 - 2:12:05 PM GMT
-  Document e-signed by Melissa Gustafson (office@waroofsolutions.com)
Signature Date: 2025-07-25 - 2:12:07 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2025-07-25 - 2:12:10 PM GMT
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2025-07-25 - 2:14:50 PM GMT



Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2025-07-25 - 2:16:30 PM GMT - Time Source: server



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2025-07-28 - 3:21:25 PM GMT



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

Signature Date: 2025-07-28 - 3:35:41 PM GMT - Time Source: server



Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2025-07-28 - 3:35:45 PM GMT



Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2025-07-28 - 4:02:37 PM GMT - Time Source: server



Agreement completed.

2025-07-28 - 4:02:37 PM GMT