

CONTRACT

THIS CONTRACT is made and entered by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the “City”) and Diverse Earthworks, Inc., (the “**Contractor**”).

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: “Forest Park Pickleball Project”, (the “**Project**”).

1. Contract Documents. The “Contract Documents” are defined in the General Conditions. The Contract Documents are part of this Contract and are **hereby incorporated by reference**. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents. A copy of the Contract Documents that were posted for the Project on Builder’s Exchange of Washington (www.bxwa.com) as of Bid Opening Date is maintained by the City Clerk’s Office as a single pdf and is available as follows:

Link to PDF	https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1978933&searchid=c0170a34-2f67-4ea5-9c0e-2d3633c2841e&dbid=0 This is a 565-page PDF digitally signed by City of Everett 2025.09.25 08:45:15-7’00’
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Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

2. Contract Time. Substantial Completion of the Work shall be achieved within (180) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within (30) calendar days after the actual date of issuance of Substantial Completion.

3. Liquidated Damages. The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the Work in all respects and have it ready for use by the Substantial and Physical Completion dates stated above. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen

percent (15%) of the Contract Sum divided by the number of days of Contract Time stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

4. Contract Sum. The Contract Sum of this Contract is:

Base Bid	\$790,000
+ WA Sales Tax	\$78,210
Contract Sum	\$868,210

This is based on the proposal/bid submitted by Contractor dated 07/22/2025. A copy of such proposal/bid is attached hereto.

The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Sum stated herein and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Sum stated herein, unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without

merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

6. Compliance with Employment and Wage Laws. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

7. RCW 35.33.650. Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term “minority business” means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

8. Indemnification.

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor’s performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor’s duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor’s obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor’s liability under this Section 8 shall be only to the extent of the Contractor’s negligence.

C. As used in this section: (1) “City” includes the City’s officers, employees, agents, and representatives; (2) “Claims” include all losses, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded

(such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

9. Insurance. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

10 Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

8. 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.

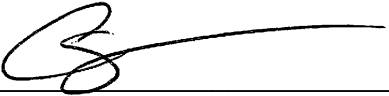
9. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions,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

10. 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.

11. Effective Date/Counterparts/Signature. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original. This Contract may be signed with AdobeSign, and any such signature is fully binding.

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**CITY OF EVERETT
WASHINGTON**

By: 

Cassie Franklin, Mayor

09/26/2025

Date

ATTEST:



Office of the City Clerk



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

CONTRACTOR:

DIVERSE EARTHWORKS INC.

Jerry Jensen

By: _____
Signature

Typed/Printed Name of Signer: Jerry Jensen

Title of Signer: Co-President

09/25/2025
Date: _____

END OF SECTION 00 5213

ATTACHMENT TO CONTRACT

SECTION 00 41 13 - BID FORM (LUMP SUM)-**1.1 BIDDER INFORMATION**Project Title: Forest Park Pickleball ProjectProject No.: EV57Date: 7/22/2025Submitted by: Jerry Jensen

Company Name and

Address: Diverse Earthworks, Inc.5114 Meridian Ave N, Tulalip WA 98271**1.2 OFFER**

- A. Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Owner for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the following amount in figures:

Base Bid	\$ <u>790,000.00</u>
+ WA Sales Tax at 9.9%	\$ <u>78,210.00</u>
Total Bid	\$ <u>868,210.00</u>

All applicable federal taxes are included in the Base Bid. The Base Bid does not include State of Washington taxes.

We have included the Bid security as required by the Instructions to Bidders.

Forest Park Pickleball
Everett, WA
Bid Set -

00 41 13- 1
Bid Form (Lump Sum)

Our bid includes overhead, profit, performance and payment bonds, and all other expenses involved whatsoever.

1.3 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 45 days from the Bid closing date.
- B. If this Bid is accepted by the Owner within the time period stated above, we will:
 - 1. Furnish the required 100% payment and 100% performance bonds in the form described in Contract Documents within 14 calendar days of receipt of Notice of Award.
 - 2. Submit to the City in pdf format the certificate of Insurance and additional insured endorsement, per SECTION 00 72 00 of the Contract Documents, within 14 calendar days of receipt of Notice of Award
 - 3. Execute the Contract within 3 business after receipt from the City's AdobeSign system.
 - 4. Commence Work within seven calendar days after receipt of Notice to Proceed.
- C. If this Bid is accepted within the indicated time, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which Contract is signed.
- D. In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.4 CONTRACT TIME

- A. If this Bid is accepted, we will:
 - 1. Begin work immediately after receiving Owner's letter of Notice to Proceed and to reach Substantial Completion within the dates required under the Contract Documents.
 - 2. Agree to pay liquidated damages to the City as stated in the Contract in the event the project is not completed on or before required time periods.

3. Contract with the Owner using the Contract form provided herewith, on the terms and conditions contained herein, to do everything necessary to complete the construction of the project in the allotted time.

1.5 ADDENDA

- A. Following Addenda have been received, and the modifications to the Bid Documents noted below have been considered and all costs are included in the Bid.

Addendum No. 1 dated 6/18/2025
Addendum No. 2 dated 6/27/2025
Addendum No. 3 dated 7/7/2025
Addendum No. 4 dated 7/16/2025

1.6 BIDDER CERTIFICATIONS

- A. Bidder, at the time of submitting this Bid and throughout the period of the contract, will remain licensed by the state of Washington to perform the type of work required under the Contract Documents.
- B. Bidder is skilled and regularly engaged in the general class and type of work required by the Contract Documents and has the capability to successfully manage construction projects.
- C. Bidder agrees to provide upon written request of the City all information related to its qualifications and those of its key personnel and its proposed Subcontractors.
- D. Bidder certifies that its Bid is in all respects fair, and is made without collusion on the part of any person, firm, or corporation mentioned below, and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the Bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.
- E. If this Project contains apprentice utilization requirements, then Bidder certifies:

For each public project completed by the Bidder during the two-year period immediately preceding the date of this Bid solicitation, no awarding agency has made a final determination that the Bidder failed, without good faith efforts approved by the awarding agency, to meet applicable project apprentice utilization requirements.

1.7 DESIGNATED/AUTHORIZED REPRESENTATIVE

- A. Bidder designates Jerry Jensen of its office to which notice of acceptance of this Bid may be mailed, emailed or delivered.
- B. City may provide notice of any kind to the Bidder using the email address Bidder provides below.
1. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

1.8 INTERESTED PARTIES

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

NAME	TITLE	ADDRESS
Jerry Jensen	Co-President	10406 40th Ave SE, Everett WA 98208
Maurice Lee	Co-President	10405 Sandy Beach Drive, Lake Stevens WA 98258

1.9 BID FORM SIGNATURES


- A. By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 72 00 – GENERAL CONDITIONS and certifies that coverage will be provided as required.
- B. The undersigned also hereby certifies that, within the five-year period immediately preceding the bid solicitation date for this Project, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. The undersigned declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.

Signed this 22nd day of July, 2025

Forest Park Pickleball
Everett, WA
Bid Set -

00 41 13- 4
Bid Form (Lump Sum)

Name of Bidder: Diverse Earthworks, Inc.

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Tulalip, WA

Title: Co-President

Phone: 360-659-6040

State of Incorporation WA Contractor's License No. DIVEREW804NU

Washington State ☒

Email address of Bidder's authorized Agent:

jerry@diverseearthworks.com

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END OF SECTION 00 41 13

Forest Park Pickleball
Everett, WA
Bid Set -

00 41 13- 6
Bid Form (Lump Sum)

SECTION 00 43 13 - BID SECURITY FORM**BID SECURITY/DEPOSIT**

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

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


Signature

BID BOND

Bond No. N/A
Project: Forest Park Pickleball Project
Project No. EV57

KNOW ALL MEN BY THESE PRESENTS,
that Diverse Earthworks, Inc. [Contractor], a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and
Old Republic Surety Company [Surety], a corporation organized under the laws of the State of Wisconsin 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 Total Amount Bid and ---/100's Dollars (\$ 5% ---), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

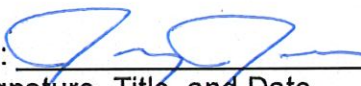


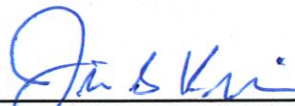
NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to pay and forfeit to the City the amount of this bond as provided herein, upon the conditions contained herein, unless the

conditions for release contained herein are satisfied or expressly waived in a writing signed by the City Attorney.

It is expressly understood and agreed that:

- A. 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.
- B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding documents the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents.
- C. This obligation shall be null and void if:
 - 1. The 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 the City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or
 - 2. All bids are rejected by the City.
- D. 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.
- E. 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 the 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.
- F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph D 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.
- G. 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.

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

<p>BIDDER</p> <p><u>Diverse Earthworks, Inc.</u> Bidder's Name</p> <p>By: <u></u> 7/22/2025 Signature, Title, and Date</p> <p>Address: <u>5114 Meridian Ave. N</u> <u>Tulalip, WA 98271</u></p> <p>Attest: <u> witness</u> 7/22/2025 Signature, Title and Date</p>	<p>SURETY</p> <p><u>Old Republic Surety Company</u> (seal) Surety's Name and Corporate Seal</p> <p>By: <u></u> 7/22/2025 Signature, Title, and Date Emma C. Doleshel Attorney-in-Fact</p> <p>Address: <u>P.O. Box 1635</u> <u>Milwaukee, WI 53201-1635</u></p> <p>Attest: <u></u> 7/22/2025 Signature, Title and Date Jim S. Kuich, Witness</p>
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END OF SECTION 00 43 13



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Jim W. Doyle, Chad M. Epple, Jim S. Kuich, Carol Lowell, Ted Baran, Steve Wagner, Theresa A. Lamb, Michael A. Murphy, Annette Troseth, Amanda L. Ivey, Sarah Behrens, Emma C. Doleshel, Heather L. Allen, Natalie C. Chau of Bothell, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of June, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of June, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 5757



Signed and sealed at the City of Brookfield, WI this 22nd day of July, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Hub Int'l Northwest LLC

SECTION 00 45 39 – RCW 35.22.650 CERTIFICATION

A set percentage of minority group member employees or minority business subcontracts is not required in the performance of the Work under this Contract. However, RCW 35.22.650 requires bidders (a) to actively solicit (i) employment of minority group members and (ii) subcontract bids from minority businesses, and (b) to submit evidence of its compliance with these requirements for active solicitations:

RCW 35.22.650

All contracts by and between a first-class city and contractors for any public work or improvement exceeding the sum of ten thousand dollars, or fifteen thousand dollars for construction of water mains, shall contain the following clause:

"Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid."

As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, blacks, women, native Americans, Asians, Eskimos, Aleuts, and Hispanics.

- I. Bidder confirms that it actively solicits employment of minority group members.
NA [yes or no]
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: NA [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: NA [state estimated percentage]
- IV. List all minority businesses from whom bids or quotes for goods or services on this Project have been solicited (attach additional sheet if necessary):

Minority Business Name	Address	Goods or Services Involved	Certification Number*
NA	NA	NA	NA

*Certification numbers (for MBE, MWBE, DBE, etc.) are found at Office of Minority & Women's Business Enterprises: <https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp>. If a minority business does not have a certification number, the Bidder must provide with this certification form evidence that the business is at least fifty-one percent owned by minority group members.

During Contract performance, or in any event prior to final payment, Bidder shall provide the City with the names and addresses of all minority businesses actually awarded subcontracts under the Contract. In the event that a subcontract bid or quote is solicited and listed above and a subcontract is not awarded to the minority business so listed, Contractor shall state the reasons such subcontract was not awarded to the minority business and shall provide the minority business quote together with the actual subcontract price paid and the name of the subcontractor to whom the subcontract was subsequently awarded.

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

Signature: _____



Date: _____

7-11-25

END OF SECTION 00 45 39

SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

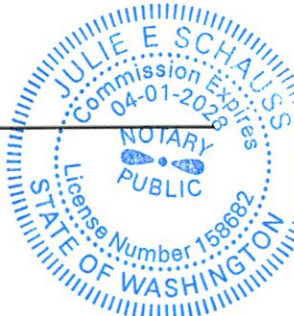
STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish -)

The undersigned, being duly sworn, on oath says that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

Diverse Earthworks, Inc.
Firm Name

[Signature]
Authorized Signature

SUBSCRIBED and SWORN to before me this 22 day of July,
2025.

Julie E Schauss
Julie E Schauss
NOTARY PUBLIC in and for the State of
Washington, residing at Everett
My commission expires: 04-01-2028

END OF SECTION 00 45 19

SECTION 00 45 13 - BIDDER QUALIFICATION STATEMENTPROJECT NAME: Forest Park Pickleball Project

CONTRACTOR'S

COMPANY NAME: Diverse Earthworks, Inc.DATE: July 22, 2025ADDRESS: 5114 Meridian Ave N Tulalip WA 98271TELEPHONE: (360) 659-6040

The Bidder must document that the Bidder meets the Supplemental Responsibility Criteria in the Supplementary Instructions to Bidders (Section 00 22 13). The Bidder should provide additional sheets to fully describe referenced projects and experience.

1. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder must have successfully completed at least 3 Similar Projects within the 5 years prior to bid opening. List the Similar Projects that show that Bidder has this experience:

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
James Addams Middle School Site Improvements 2024		Seattle Sch Dist.	Seattle WA
Skyview Middle School	2022	Northshore Sch Dist.	Bothell WA
Marcus Whitman Middle School Track 2023		S. Kitsap Sch Dist.	Port Orchard WA
C2 Building Abatement & Demo 2025		Port of Everett	Everett WA
West Marine View Drive/Alverson/41st/Grand Pedestrian 2024/2025		City of Everett	Everett WA

Forest Park Pickleball
Everett, WA
Bid Set -

00 45 13- 1
Bidder Qualification Statement

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Conrad Plyler	Project Manager	206-730-1527	caplyler@seattleschools.org
Shaun Mendoza	Operations Manager	425-725-0078	smendoza@hellasconstruction.com
Joe Riley	Director Facilities	360-874-6001	rileyc@skschools.org
Elise Gronewald	Project Manager	425-388-0630	eliseg@portofeverett.com
Mike Kangas	Assistant Const Mngr	425-754-0761	mkangas@everettwa.gov

2. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's project manager for the Project must have successfully supervised the completion of at least 3 Similar Projects within the 5 years prior to bid opening. List the project manager's name and projects that show that he or she has this experience:

Name: Jerry Jensen

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
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Jerry has successfully supervised the list of projects on page 1 and also many more.

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Jerry has worked with all references above and many more.			

3. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's superintendent for the Project must have successfully supervised the completion of at least 3 Similar Projects within the 5 years prior to bid opening. List the superintendent's name and projects that show that he or she has this experience:

Name: Moe Lee

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
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Moe has worked with all projects and contact referenced.

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
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Moe has worked with references already listed, plus many more.

-
4. The Supplementary Instructions to Bidders (Section 00 22 13) states that the Bidder's principal foreman for the Project must have successfully supervised the completion of at least 3 Similar Projects within the 5 years prior to bid opening. List the principal foreman's name and projects that show that he or she has this experience:

Name: Jordan Lee

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>
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Jordan has worked as foreman on projects already listed plus many more.

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
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Jordan has worked with references already listed plus many more.

5. Name and title of person filling out form:

<u>NAME</u>	<u>Co-President</u>
<u>NAME</u>	<u>TITLE</u>

END OF SECTION 00 4513












Forest Park Pickleball Project_FINAL_SD

Final Audit Report

2025-09-26

Created:	2025-09-25
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7FL9kdmY2BXU_X6UXxTo2VgPn9uhXV69

"Forest Park Pickleball Project_FINAL_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Email viewed by Lisa Page (LPage@everettwa.gov)
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-  Signer jerry@diverseearthworks.com entered name at signing as Jerry Jensen
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-  Document e-signed by Jerry Jensen (jerry@diverseearthworks.com)
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 Agreement completed.

2025-09-26 - 3:48:35 PM GMT