

WATER MAIN REPLACEMENT "Y" – Phase 2  
WORK ORDER NO. UP 3814



CONTRACT

THIS CONTRACT is made and entered into by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and Interwest Construction, Inc. ("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: "Water Main Replacement 'Y' Phase 2" (the "Project").

**1. Contract Documents.** This Contract is the written agreement signed between the City and Contractor and includes Division C – CONTRACT, Division P – PROPOSAL, Division B – BID ITEM DESCRIPTIONS, Special Provisions, Contract Plans, Standard Specifications, Standard Plans in effect as of the date Bids are opened, Addenda, supplemental agreements, change orders, certifications and affidavits required by this Contract and by law, and Federal requirements that apply to this Contract and Project, all of which are referred to as the "Contract Documents" and all of which are hereby incorporated by reference. A copy of the Contract Documents that were posted for the Project on Builder's Exchange of Washington ([www.bxwa.com](http://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	<a href="https://lfportal.everettwa.gov/DocView.aspx?id=2038413&amp;searchid=b0077b3c-67b5-42b4-950e-a3a1af29df8b&amp;dbid=0">https://lfportal.everettwa.gov/DocView.aspx?id=2038413&amp;searchid=b0077b3c-67b5-42b4-950e-a3a1af29df8b&amp;dbid=0</a>
	This is a 591-page pdf with first page containing City Clerk's file recordkeeping digital signature 2025 10:20:38 – 08'00'

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 one hundred and twenty (120) working days after the effective date of the Notice to Proceed. Physical completion shall be within twenty (20) working 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 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 computed in Section 1-08.9 of the Standard Specifications, as may be amended by 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. For overruns in contract time occurring after the physical completion

date, liquidated damages shall be assessed at the rate computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, until the work is physically complete.

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

	\$1,838,218.40
+ WA Sales Tax (as applicable)	\$181,983.62
Contract Sum	\$2,020,202.02

This is based on the proposal/bid submitted by Contractor dated 11/18/2025. 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.

**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. Vacant**

**8. Indemnification.**

A. Contractor will defend, 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 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.

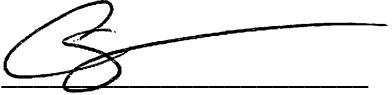
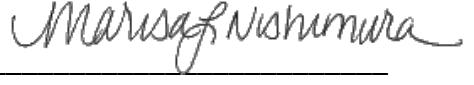
**9. Waiver of Industrial Insurance Immunity.** Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

<b>CITY OF EVERETT WASHINGTON</b>	
ATTEST:	
By:  Cassie Franklin, Mayor	 Office of the City Clerk
12/23/2025	
Date	STANDARD DOCUMENT APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY (9.21.23)

<b>CONTRACTOR</b>
<b>INTERWEST CONSTRUCTION, INC.</b>
By:  _____ Typed/Printed Name of Signer: Roy Swihart Title of Signer: President Date: _____

**ATTACHMENT TO CONTRACT**  
**BID PROPOSAL**



**CITY OF EVERETT  
WASHINGTON**

**Public Works  
Utilities**

**SPECIFICATIONS, PROPOSAL, AND CONTRACT DOCUMENTS**

**FOR**

**WATER MAIN REPLACEMENT "Y" – Phase 2  
WORK ORDER NO. UP 3814**

**October 2025**



2828 Colby Avenue, Suite 401  
Everett, WA 98201  
(425) 493-5221

## CITY OF EVERETT SPECIAL PROVISIONS

**DIVISION P – PROPOSAL  
CITY OF EVERETT, WASHINGTON  
WATER MAIN REPLACEMENT “Y” – Phase 2  
WORK ORDER NO. UP 3814**

To the City Council  
Everett, Washington

The undersigned Bidder declares that it has carefully examined the Notice to Contractors and the Contract Documents (including without limitation Plans and Specifications, Standard Specifications, Special Provisions, Appendix, Proposal, and Contract) for the construction of approximately **1,040 linear feet of 12-inch ductile iron water main** and other such Work as may be necessary, in accordance with the Contract. The undersigned Bidder declares that the Bidder has made such investigations as are necessary to determine the conditions to be encountered, and that, if this Proposal is accepted, the undersigned will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, the undersigned will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and the undersigned will furnish all labor and materials 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 the undersigned will complete the Work in all respects as required by **Division C, Section 2. Contract Time** and that the Bidder will pay liquidated damages to the City in the amount specified in the Contract Documents.

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 “Division 1 – General Requirements” hereby incorporated. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in the Division 1 – General Requirements hereto incorporated, within 14 calendar days after the Award Date, then the City may, at its option, determine that the undersigned has abandoned the Contract 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.

**CITY OF EVERETT SPECIAL PROVISIONS**

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## CITY OF EVERETT SPECIAL PROVISIONS

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: Interwest Construction, Inc.

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	LS	1	\$ 183,018.40	\$ 183,018.40
2	Surveying	LS	1	\$ 7,350.00	\$ 7,350.00
3	Spill Prevention, Control & Countermeasures (SPCC) Plan	LS	1	\$ 1,000.00	\$ 1,000.00
4	Force Account	FA	50,000	\$ 1.00	\$ 50,000.00
5	Record Drawings (Minimum Bid \$1,500)	LS	1	\$ 1,500.00	\$ 1,500.00
6	Potholing	EA	5	\$ 700.00	\$ 3,500.00
7	Traffic Control Labor	HR	1,000	\$ 76.00	\$ 76,000.00
8	Maintenance and Protection of Traffic Control	LS	1	\$ 78,000.00	\$ 78,000.00
9	Railroad Coordination and Permitting	LS	1	\$ 30,000.00	\$ 30,000.00
10	Remove Water Line and Supports – Existing Bridge 645W	LS	1	\$ 98,000.00	\$ 98,000.00
11	Trench Excavation Safety Systems	SF	450	\$ 1.00	\$ 450.00
12	Street Cleaning and Sweeping	HR	20	\$ 190.00	\$ 3,800.00
13	Erosion/Water Pollution Control	FA	8,000	\$ 1.00	\$ 8,000.00
14	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Up to 6-inch Thickness	LF	60	\$ 8.00	\$ 480.00
15	Saw-cutting Asphalt Concrete Pavement, Final Joint Cut, Additional 1-inch Thickness	LF	60	\$ 1.75	\$ 105.00
16	Saw-cutting Concrete Curb & Gutter, Sidewalk, and Driveway	LF	25	\$ 8.00	\$ 200.00
17	Foundation Material, Class A or B	TON	10	\$ 120.00	\$ 1,200.00
18	Gravel Borrow Incl. Haul	TON	125	\$ 23.00	\$ 2,875.00
19	Work Access – Bridge 645W Water Lines and Supports	LS	1	\$ 551,900.00	\$ 551,900.00
20	Utility Supports on Bridge 645W	LS	1	\$ 175,000.00	\$ 175,000.00

## CITY OF EVERETT SPECIAL PROVISIONS

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
21	Class 52 Ductile Iron Pipe for Watermain, 12-inch, Buried	LF	90	\$ 400.00	\$ 36,000.00
22	Class 52 Ductile Iron Pipe for Watermain, 12-inch Pre-insulated in 18-inch Steel Casing, on Existing Bridge Structure	LF	880	\$ 370.00	\$ 325,600.00
23	Class 52 Ductile Iron Pipe for Watermain, 12-inch, on Existing Bridge Structure	LF	30	\$ 1,150.00	\$ 34,500.00
24	Flexible Expansion Joint, 12-inch	EA	2	\$ 18,500.00	\$ 37,000.00
25	Gate Valve, 8-inch	EA	2	\$ 2,750.00	\$ 5,500.00
26	Gate Valve, 12-inch	EA	2	\$ 5,050.00	\$ 10,100.00
27	Air-Vacuum Valve Assembly, on Existing Bridge Structure, 2-inch	EA	2	\$ 5,050.00	\$ 10,100.00
28	Air-Vacuum Valve Assembly, 2-inch	EA	1	\$ 6,200.00	\$ 6,200.00
29	Blow-off Assembly, 2-inch	EA	2	\$ 3,850.00	\$ 7,700.00
30	Relocate Existing Pressure Reducing Valve (PRV) Station	LS	1	\$ 46,000.00	\$ 46,000.00
31	Assist COE in Connecting to Existing Watermain	EA	2	\$ 3,000.00	\$ 6,000.00
32	Topsoil, Type A and Seeding	SY	400	\$ 16.00	\$ 6,400.00
33	Temporary Pavement Patch	LS	1	\$ 2,600.00	\$ 2,600.00
34	Crushed Surfacing Top Course	TON	20	\$ 82.00	\$ 1,640.00
35	HMA, CL 1/2" PG 64-22 for Permanent Trench Patch	TON	5	\$ 380.00	\$ 1,900.00
36	Cement Concrete Curb and Gutter, Type A-1	LF	25	\$ 74.00	\$ 1,850.00
37	Permanent Pavement Marking	LS	1	\$ 1,750.00	\$ 1,750.00
38	Portable Changeable Message Sign	DAY	200	\$ 100.00	\$ 20,000.00
39	Apprentice Utilization Incentive/Penalty	LS	1	\$ 5,000.00	\$ 5,000.00
Subtotal					\$1,838,218.40
Washington State Sales Tax @ 9.9%					\$181,983.62
Total Bid Amount					\$2,020,202.02

The bid items above are described further in Division B – Bid Item Descriptions.

## CITY OF EVERETT SPECIAL PROVISIONS

## PROPOSAL SIGNATURE SHEET

The undersigned Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work as either increased or decreased in accordance with the provisions of the Contract Documents and at the unit prices bid in the Bid Schedule, unless such schedule designates lump sum bids, or force account items.

The full names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

Name	Title	Address
Eben Twaddle	CEO/Owner	Sedro-Woolley, WA
Rhonda Twaddle	Corporate Secretary/Owner	Sedro-Woolley, WA

**Bidder acknowledges receipt of Addenda** 1 **through** 2

Bidder has reviewed the insurance provisions of the Contract and hereby certifies that coverage will be provided as required. x Yes    No

In preparing this Bid, Bidder is especially directed to consider **[1-07.1(7) NOISE, 1-07.6 PERMITS AND LICENSES, 1-07.23(1) CONSTRUCTION UNDER TRAFFIC, 1-08.4(2) SPECIAL CONSTRUCTION CONSTRAINTS]**, which contains information that must be taken into consideration when preparing this bid. This notice is only a convenience to the Bidder during bidding and in no way relieves the Bidder from fully reading and taking into account all Contract Documents when preparing its Bid.

The undersigned Bidder also hereby certifies that, within the three-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 hereby declares under penalty of perjury under the laws of the State of Washington that the foregoing sentence is true and correct.

Name of  
Bidder: Interwest Construction, Inc.

State of Washington Contractor's License  
No. INTERCI121OF

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Burlington, WA

Email Address of Bidder's Authorized Agent: bids@interwest.biz

This email address may be used by the City to provide notice of any kind to the Bidder. A notice is considered delivered to the Bidder on the date it is emailed to the email address.

Dated at: Burlington, WA Date: November 18, 2025

**CITY OF EVERETT SPECIAL PROVISIONS**

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## CITY OF EVERETT SPECIAL PROVISIONS

### SUBCONTRACTORS FORM

1. Bidder SHALL identify in the table below the licensed Subcontractors with whom it will subcontract to perform the heating, ventilation and air conditioning, plumbing (as defined by RCW Chap. 18.106), and electrical work (as defined by RCW Chap. 19.28). Bidder may identify itself to perform this work provided that Bidder is licensed to perform the work for which it has identified itself. Bidder SHALL provide the license number for all Subcontractors identified (or the license number for itself, if it has identified itself). If Bidder believes a category of work is not part of the Work, Bidder shall write "NO WORK". **Bidder SHALL submit the information required by this Paragraph 1 with the bid proposal at the published bid submittal time.**
2. Bidder SHALL identify in the table below the Subcontractors with whom it will subcontract to perform the structural steel installation and rebar installation work. Bidder may identify itself to perform this work. If Bidder believes a category of work is not part of the Work, Bidder shall write "NO WORK". **Bidder SHALL submit the information required by this Paragraph 2 with the bid proposal at the published bid submittal time or within forty-eight hours of the published bid submittal time.**
3. Bidder shall not list more than one Subcontractor for each category of Work identified, unless Subcontractors vary with Bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
4. **Bidder's Bid shall be deemed non-responsive and void if:**
  - A. If Bidder fails: (1) to submit the names of Subcontractors as required above; (2) to name itself to perform such Work; or (3) to write "No Work"; or
  - B. Bidder names two or more Subcontractors to perform the same category of Work; or
  - C. Bidder fails to provide (or to correct) proof of license as required herein.
5. The requirements of this section apply only to Subcontractors who will contract directly with the prime contract bidder submitting the Bid to the City

**CITY OF EVERETT SPECIAL PROVISIONS**

<b>Type/Scope of Work</b>	<b>Name and Address of Subcontractor or Bidder and License Number</b>
HEATING Subcontractor, bidder or "no work" <b>MUST</b> be stated	No Work
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" <b>MUST</b> be stated	No Work
PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" <b>MUST</b> be stated	No Work
ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" <b>MUST</b> be stated	No Work

**Errors identified by the City in the proof of license information must be corrected by the Bidder within 48 hours of submission.**

<b>Type/Scope of Work</b>	<b>Name and Address of Subcontractor or Bidder</b>
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	Interwest Construction, Inc. (SELF PERFORM) 609 North Hill Blvd. Burlington, WA 98233 LIC# INTERCI121OF
REBAR INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	Interwest Construction, Inc. (SELF PERFORM) 609 North Hill Blvd. Burlington, WA 98233 LIC# INTERCI121OF

**CITY OF EVERETT SPECIAL PROVISIONS**

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## CITY OF EVERETT SPECIAL PROVISIONS

## SECTION 00 4539 – RCW 35.22.650 CERTIFICATION

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

**RCW 35.22.650**

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

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

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

- I. Bidder confirms that it actively solicits employment of minority group members.  
Yes \_\_\_\_\_ [yes or no]
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: \_\_\_\_\_ 10% [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: \_\_\_\_\_ 0% [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):

## CITY OF EVERETT SPECIAL PROVISIONS

Minority Business Name	Address	Goods or Services Involved	Certification Number*
J&G concrete Corp.	707 105 <sup>th</sup> Ave E Edgewood, WA 98372	Concrete Paving	D5M0020735
Metro Painting LLC	1900 W. Nickerson Street Suite 116-224 Seattle, WA 98119	Traffic control	D2F0021643
O'Bunco Engineering INC.	33650 6th Ave S Suite 102 Federal Way, WA 98003	Survey	D3M0016030

\*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: November 18, 2025

## CITY OF EVERETT SPECIAL PROVISIONS

## **NON-COLLUSION AFFIDAVIT**

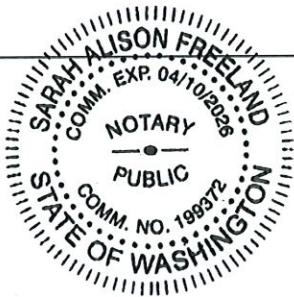
STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH )  
ss

The Undersigned, being first duly sworn, on oath says that the Bid above 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 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 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.

Interwest Construction, Inc.  
Firm Name

Roy Swihart, President

SUBSCRIBED and SWORN to before me this 18th day of November, 2025.



NOTARY PUBLIC in and for the State of  
Washington, residing at Burlington, WA

My commission expires: April 10, 2026

## **NOTICE TO ALL BIDDERS**

To report bid 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.

**CITY OF EVERETT SPECIAL PROVISIONS**

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## CITY OF EVERETT SPECIAL PROVISIONS

## BID DEPOSIT

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

- Certified check
- Cashier's check
- Bid Bond



\_\_\_\_\_  
Signature

## BID BOND

Bond No. N/A

Project: Water Main Replacement "Y" Phase 2

Work Order No. UP 3814

KNOW ALL MEN BY THESE PRESENTS,

that Interwest Construction, 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 Atlantic Specialty Insurance Company [Surety], a corporation organized under the laws of the State of New York 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 \*\* 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.

## \*\*Five Percent of Total Amount Bid

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.

## CITY OF EVERETT SPECIAL PROVISIONS

2. 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.
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 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
  - 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. 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.

## CITY OF EVERETT SPECIAL PROVISIONS

BIDDER		SURETY	
Interwest Construction, Inc.		Atlantic Specialty Insurance Company (seal)	
Bidder's Name <i>Eben Twaddle</i>		Surety's Name and Corporate Seal <i>Theresa A. Lamb</i>	
By: Eben Twaddle, CEO Signature, Title, and Date 609 North Hill Blvd. Address: Burlington, WA 98233		By: Theresa A. Lamb, Signature, Title, and Date Theresa A. Lamb, Attorney-in-Fact Address: P. O. Box 3018 11-18-25 Bothell, WA 98041-3018	
Attest: <i>Theresa A. Lamb</i> Signature, Title, and Date 11/18/25		Attest: <i>Natalie C. Chan</i> Signature, Title, and Date Witness 11/18/25	





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Dana Brown, Emma C Doleshel, Grant E Ingalls, Heather L Allen, Jim S. Kuich, Michael A. Murphy, Natalie C Chau, Steve Wagner, Theresa A. Lamb**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognition or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

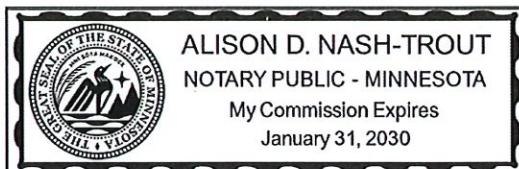


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of November, 2025



Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2030

**CITY OF EVERETT SPECIAL PROVISIONS**

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# UP3814 Water Main Replacement Y Phase 2\_rev.SD

Final Audit Report

2025-12-23

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By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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 Agreement completed.

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