

CITY OF EVERETT, WASHINGTON

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 Earthwork Solutions, LLC (the “Contractor”).

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Plans entitled: “**RRFB Pedestrian Safety**” (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/WebLink/DocView.aspx?id=2053936&amp;searchid=6e5c8fba-508b-4b4d-9a39-4bbb7df6ba49&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2053936&amp;searchid=6e5c8fba-508b-4b4d-9a39-4bbb7df6ba49&amp;dbid=0</a>  This is a 251-page pdf with the first page containing City Clerk’s file recordkeeping digital signature 2026.01.12 10:48:19 -08’00’
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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. Time for Completion.** Substantial completion shall be achieved within **forty-four (44)** working days after the effective date of the Notice to Proceed. Physical completion shall be within **ten (10)** working days of 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 Amount.** The amount of this Contract is **seven hundred fifteen one hundred and eight thousand dollars and eighty-six cents (\$715,108.86)** and is based on the proposal/bid submitted by Contractor dated **December 2, 2025**. A copy of the 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.** Except as provided by RCW 60.28.011(1)(b), 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) 60 days after completion of all contract work if there are no claims against retained funds. In cases where all contract work other than landscaping is completed, retained amounts other than the five percent earned for landscaping, shall be released within 60 days of completion as may be required by applicable law. Within 30 days of accepting a retainage bond, the bonded portion of the retained funds shall be released as may be required by applicable law.

**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 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 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.

**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 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 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 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

01/30/2026

Date

ATTEST:




Office of the City Clerk



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

**CONTRACTOR:**

**EARTHWORK SOLUTIONS, LLC**

By:   
Signature

Typed/Printed Name of Signer: Josh Frizzell

Title of Signer: Governor

Date: 01/21/2026

## **ATTACHMENT TO CONTRACT**

**CITY OF EVERETT, WASHINGTON**

**CONTRACT PROVISIONS**

**RRFB PEDESTRIAN SAFETY**

**WORK ORDER 3807**

**BID PROPOSAL**

To the City Council  
Everett, Washington

The undersigned bidder declares that they have carefully examined the Plans and Specifications, Notice to Contractors, Instructions to Bidders, Standard Specifications, Special Provisions, Appendices, Proposal, and Contract for Work being performed includes, but is not limited to, furnishing all labor, materials and equipment necessary to construct new pedestrian access facilities and associated appurtenances at Sievers Duecy, Summit at East Marine View Drive, and at 10<sup>th</sup> & East Marine View Drive. Includes a new crosswalk on Sievers Duecy at Phil Johnson Ballfields with three Rectangular Rapid Flashing Beacons, a raised-median refuge island with pedestrian cut-through, and ADA ramps. At Summit/East Marine View Drive adjacent to the Jackson Ballfields a new pedestrian activated traffic signal will be installed, and at 10<sup>th</sup>/East Marine View Drive three Rectangular Rapid Flashing Beacons will be added to the existing crossing adjacent to a senior housing development and other such work as may be necessary, in accordance with the Specifications, as shown on the Plans. The undersigned bidder declares that it has made such investigations as are necessary to determine the conditions to be encountered, and that if this Proposal is accepted the undersigned bidder will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and will furnish all labor and materials as specified in the Contract, or called for in the plans, or necessary to complete the work in the manner herein specified and according to the requirements of the Engineer.

The undersigned bidder certifies that this Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned below, and no officer or employee of the City of Everett is personally or financially interested, directly or indirectly, in the Proposal or in any purchase of or sale of any materials or supplies for the work to which it relates, or any portion of the profits thereof.

The undersigned bidder agrees that it will complete the work in all respects within \*44 working days, days from the date of written Notice to Proceed; that they will pay liquidated damages to the City in the amount specified in the Contract.

Accompanying this Proposal is a bid bond or certified check or cashier's check in the amount of five percent (5%) of the Proposal according to the conditions of the "Notice to Contractors" and the Standard Specifications, the Special Provisions, and the "Instructions to Bidders" hereby attached. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute the Contract and provide the required bonds as stated in the Instructions to Bidders hereto attached, within twenty (20) calendar days after the award date, then the City may, at its option, determine that the undersigned has abandoned the Contract and thereupon this Contract shall be null and void and the amount of the bid bond or certified check or cashier's check accompanying this Proposal shall be forfeited and become the property of the City of Everett, Washington.

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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 RRFB PEDESTRIAN SAFETY WO# 3807**

**BIDDER:** Earthwork Solutions, LLC.

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (3-LOCATIONS)	LS	1	\$ 70,150 .00	\$ 70,150.00 .00
2	REMOVE PLASTIC LINE	LF	78	\$ 6 .00	\$ 468 .00
3	REMOVE PLASTIC STOP LINE	SF	45	\$ 13 .00	\$ 585 .00
4	REMOVING PLASTIC CROSSWALK LINE	SF	170	\$ 13 .00	\$ 2,210 .00
5	ROADWAY EXCAVATION INCL. HAUL	CY	20	\$ 43 .00	\$ 860 .00
6	CRUSHED SURFACING BASE COURSE	TON	11	\$ 64 .00	\$ 704 .00
7	SAWCUT	LF	339	\$ 6 .00	\$ 2,034 .00
8	HMA CL. 1/2" PG 64-22 (for Pavement Patch)	TON	16	\$ 219 .00	\$ 3,504 .00
9	SPCC PLAN / TESC	LS	1	\$ 565 .00	\$ 565 .00
10	INLET PROTECTION	EACH	4	\$ 226 .00	\$ 904 .00
11	TOPSILE TYPE B	SY	175	\$ 32 .00	\$ 5,600 .00
12	SOD INSTALLATION	SY	175	\$ 29 .00	\$ 5,075 .00
13	STREET CLEANING	HR	24	\$ 231 .00	\$ 5,544 .00
14	FLAGGERS (MINIMUM BID PREVAILING WAGE)	HR	256	\$ 69 .00	\$ 17,664 .00
15	TRAFFIC CONTROL SUPERVISOR	HR	70	\$ 83 .00	\$ 5,810 .00
16	UNIFORMED POLICE OFFICER	HR	16	\$ 146 .00	\$ 2,336 .00
17	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 12,000.00	\$ 12,000.00
18	WORK ZONE SAFETY CONTINGENCY	FA	1	\$ 5,000.00	\$ 5,000.00

RRFB PEDESTRIAN SAFETY  
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Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
19	PRECAST CONC. CURB-12"	LF	236	\$ 40 .00	\$ 9,440 .00
20	CEMENT CONCRETE CURB TYPE E-1	LF	31	\$ 125 .00	\$ 3,875 .00
21	CEMENT CONC CURB TYPE A-1	LF	31	\$ 125 .00	\$ 3,875 .00
22	CURB RAMP, TYPE C	EACH	1	\$ 4,747 .00	\$ 4,747 .00
23	CURBE RAMP, PERPENDICULAR TYPE B	EACH	1	\$ 3,843 .00	\$ 3,843 .00
24	BIKE CURB RAMP	EACH	1	\$ 4,408 .00	\$ 4,408 .00
25	TRAFFIC SIGNAL SYSTEM -RRFB (Sievers Duecy & 10th)	LS	2	\$ 62,083 .00	\$ 124,166 .00
26	TRAFFIC SIGNAL SYSTEM PEDESTRIAN HALF SIGNAL (SUMMIT)	LS	1	\$ 297,902 .00	\$ 297,902 .00
27	DIRECTIONAL BORING/CONDUIT INSTALLATION - RRFB	LF	123	\$ 241 .00	\$ 29,643 .00
28	DIRECTIONAL BORING/CONDUIT INSTALLATION - Half Signal	LF	79	\$ 316 .00	\$ 24,964 .00
29	24" PLASTIC CROSSWALK LINE	SF	460	\$ 12 .00	\$ 5,520 .00
30	24" PLASTIC CROSSWALK LINE GREEN	SF	84	\$ 23 .00	\$ 1,932 .00
31	24" PLASTIC STOP LINE	LF	65	\$ 18 .00	\$ 1,170 .00
32	PLASTIC LINE 4"	LF	385	\$ 5 .00	\$ 1,925 .00
33	PLASTIC LINE 8"	LF	111	\$ 10 .00	\$ 1,110 .00
34	TYPE 2 RPM	HUND	0.21	\$ 566 .00	\$ 118 .86
35	FLEXIBLE GUIDE POST(SURFACE MOUNT TRUBULAR)	EACH	18	\$ 176 .00	\$ 3,168 .00
36	PERMANENT SIGNING	LS	1	\$ 11,301 .00	\$ 11,301 .00
37	DETECTABLE WARNING SURFACE (MEDIAN RRFB)	SF	104	\$ 91 .00	\$ 9,464 .00
38	DETECTABLE DIRECTIONAL STRIP (BIKE RAMP AT SUMMIT)	SF	16	\$ 119 .00	\$ 1,904 .00
39	CEMENT CONC. SIDEWALK	SY	136	\$ 170 .00	\$ 23,120 .00
40	ADA FEATURE SURVEYING	LS	1	\$ 5,000 .00	\$ 5,000 .00
41	RECORD DRAWINGS (MINIMUN BID)	LS	1	\$ 1,500.00	\$ 1,500.00

RRFB PEDESTRIAN SAFETY  
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Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
<b>Total Bid Amount</b>					\$ 715,108 .86

RRFB PEDESTRIAN SAFETY  
STATE FUND # HLP-PB25(004)  
WO 3807

October 31, 2025

## 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 Drawings and Specifications 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
Pavel Nikolin	President	Arlington,
Josh Frizzell	Governor	Mount Vernon
Ed Nikolin	Member	Arlington
Dennis Nikolin	Member	Lake Stevens

Bidder acknowledges receipt of Addenda \_\_\_\_\_ through \_\_\_\_\_

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

Name of Bidder: Earthwork Solutions, LLC.

Bidder Mailing Address: 8629 156th St. NE. Arlington, WA 98223

Phone: 425-553-2784 Email: bids@earthworksolutions.com

State of Washington Contractor's License No. EARTHSL830OK

Contractor's Washington Employment Security Department No. 000-804758-00-8

Signature of Bidder's Authorized Agent:  \_\_\_\_\_  
Josh Frizzell, Governor

Dated at: Arlington, WA Date: 12/02/2025

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## Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

### To Be Submitted with the Bid Proposal

Project Name RRFB Pedestrian Safety

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

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

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

Subcontractor Name  
(and License Number if required)

Not in Contract

Work to be performed

HVAC

Subcontractor Name  
(and License Number if required)

Not in Contract

Work to be performed

Plumbing

Subcontractor Name  
(and License Number if required)

Service Electric Co. Inc. LIC# SERVICEC564RU

Work to be performed

Electrical

Subcontractor Name  
(and License Number if required)

Not in Contract

Work to be performed

Structural Steel Installation

Subcontractor Name  
(and License Number if required)

Service Electric Co. Inc. LIC# SERVICEC564RU

Work to be performed

Rebar Installation

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

DOT Form 271-015 Revised 06/2025

● **Previous Versions Obsolete** ●

## 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: 35% [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 4.4% [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):

<b>Minority Business Name</b>	<b>Address</b>	<b>Goods or Services Involved</b>	<b>Certification Number*</b>
Electric West Inc.	817 N 6th St B, Mount Vernon, WA 98273	Electrical	D5M001052
Castaneda Landscape	804 W STATE ST ABERDEEN WA	Landscaping	D5M0024793
Coria landscape Inc.	1902 W 4th Ave, Kennewick, WA 99336	Landscaping	D5M0027821
Daramola Inc.	10514 272nd Ave E, Buckley, WA 98321	Landscaping	D3M0025973
Outwest Landscape	409 N KELSEY ST B102 MONROE WA, 98272	Landscaping	D4M0010710

\*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: \_\_\_\_\_

Josh Frizzell, Governor

Date: 12/02/2025

- 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*
Lopez Nursery	19551 BURKLAND RD, MOUNT VERNON WA 98274	Landscaping	D5M0026741
J&G Concrete Corp.	135 SW 143rd St, Burien, WA 98166	Concrete	D5M0020735
Salinas Construction	7804 40th Ave W, Mukilteo, WA 98275	Concrete	D5M0022265
Ashford Electric	105 6th St South, Kirkland, WA 98033	Electrical	D2F0004453
G&G Inc.	18044 SE 224th St, Kent, WA 98042	Electrical	D5F0010391

\*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.

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Signature:  Date: 12/02/2025

Josh Frizzell, Governor

- 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*
Sundancer	1030 SW 34th St Suite A, Renton, WA 98057	Electrical	D1M0022607
Pearson Drilling Inc.	5810 152nd St NE, Marysville, WA 98271	Directional Drilling	D2F0001949

\*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.

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Signature: \_\_\_\_\_

Josh Frizzell, Governor

Date: 12/02/2025

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

## **NON-COLLUSION DECLARATION**

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

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

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

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

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## BID GUARANTY

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

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

\_\_\_\_\_  
Signature

## BID BOND

Bond No. Bid Bond

Project RRFB Pedestrian Safety

W.O. # 3807

## KNOW ALL MEN BY THESE PRESENTS,

that Earthwork Solutions, LLC [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 United Fire & Casualty Company [Surety], a corporation organized under the laws of the State of Iowa 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 the 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.

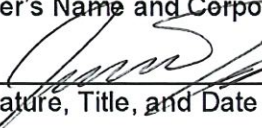
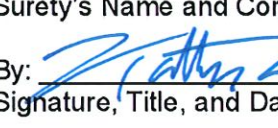


It is expressly understood and agreed that:

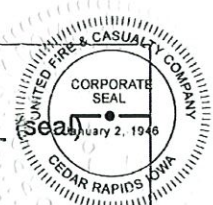
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1. City accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by City) the executed Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents, or
  - 3.2. All bids are rejected by City, or

RRFB PEDESTRIAN SAFETY  
STATE FUND # HLP-PB25(004)  
WO 3807

October 31, 2025

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.
7. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.
8. Notice required hereunder shall be in writing sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

BIDDER	SURETY
Earthwork Solutions, LLC (seal)	United Fire & Casualty Company
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:  12/02/2025 Signature, Title, and Date Josh Frizzell, buerovr	By:  12/02/2025 Signature, Title, and Date Katelyn Cooper, Attorney-in-Fact
Address: 8629 156th St NE, Arlington, WA 98223	Address: 10400 NE 4th St, Suite 900 Bellevue, WA 98004
Attest:  12/02/2025 Signature, Title and Date Keanae Berger, witness	Attest:  12/02/2025 Signature, Title and Date Janteane Blyton, Witness





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

NICHOLAS FREDRICKSON, ANDREW KERSLAKE, GUY P. ARMFIELD, ROGER KALTENBACH, ELIZABETH R. HAHN, SCOTT MCGILVRAY, ALEC GUMPFER, GREG LAGREID, DEANNA M. FRENCH, JANA M. ROY, KATELYN COOPER, RONALD J. LANGE, SCOTT FISHER, SCOTT GARCIA, SUSAN B. LARSON, MINDEE L. RANKIN, REBECCA SARMIENTO, CHRIS LARSON, KYLE DOZIER, ABBIE A. BONNEY, SANDY L. BOSWELL, JANIE MA, SHARON POPE, BRENDA S. NOLIN, JANTEANE BLYTON, ALEX GIANNINI, WILLIAM M. SMITH, GREGORY C. RYERSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

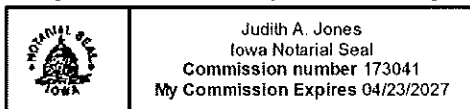


UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
Notary Public  
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
this 2nd day of December, 2025



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC



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**Proposal for Incorporating Recycled Materials into the Project**

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

Proposed total percentage: 0% percent.

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

Bidder: Earthwork Solutions, LLC

Signature of Authorized Official: \_\_\_\_\_

*Josh Frizzell*  
Josh Frizzell, Governor

Date: 12/02/2025

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

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**October 07, 2025**), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Earthwork Solutions, LLC.

Bidder's Business Name

  
Signature of Authorized Official\*

Josh Frizzell

Printed Name

Governor

Title

12/02/2025

Date

Arlington

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☒ Joint Venture ☐ Corporation ☐

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

WA

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

N/A

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

**CITY OF EVERETT, WASHINGTON  
CONTRACT PROVISIONS FOR  
WORK ORDER NO.: PW 3807**

**INSTRUCTIONS TO BIDDERS**

**1.0 Design Engineer**

Questions and inquiries about these Contract Provisions should be directed to the attention of **Laura Claywell**, (425) 257-8909 or [lclaywell@everettwa.gov](mailto:lclaywell@everettwa.gov).

**2.0 Bidder's Check List**

The bidder's attention is directed to the following City-provided forms which must be executed in full and submitted with the bid as required:

1. **Proposal:** The lump sum and unit price items must be shown in the space provided. Show unit prices in figures.
2. **Proposal Signature Sheet:** To be filled in and signed by the Bidder.
3. **Local Agency Subcontractor List (DOT Form 271-15LP Rev 06/2020):** To be filled in by the Bidder. Bidder should note that license numbers are required on the form for heating, ventilation and air conditioning, plumbing, and electrical work.
4. **RCW 35.22.650 Certification:** To be filled in and signed by the bidder.
5. **Non-Collusion Declaration:** To be submitted with the bid.
6. **Bid Bond:** This form provided by the City is to be executed by the Bidder and the surety company unless bid is accompanied by a certified check or cashier's check. The amount of this bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. Cash will not be accepted.
7. **Proposal For Incorporating Recycled Materials Into The Project:** To be filled in and signed by the bidder.

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

All protests by Bidders must be in accordance with Chapter 3.46 of the Everett Municipal Code, "Bid Protest Procedures."

**3.0 Pre-Award Form: Certification of Compliance with Wage Payment Statutes**

The following form is required to be signed and submitted prior to award of Contract:

1. **Certification of Compliance with Wage Payment Statutes:** To be filled in and signed. This certification is not required to be submitted with the bid proposal and may be submitted after bid opening. The Contract cannot be awarded without this certification.

**CITY OF EVERETT, WASHINGTON  
CONTRACT PROVISIONS FOR  
WORK ORDER NO.: PW 3807**

**4.0 Pre-Award Forms: Supplemental Responsibility Criteria Certifications**

The following supplemental responsibility criteria are in addition to any other Project supplemental responsibility criteria that may be in the bidding documents.

- A. Wage Compliance. The following Supplemental Bidder Responsibility Criterion applies to this Project:

Extended Certification of Wage Compliance. Within the **five-year** period immediately preceding the date of the bid solicitation, the Bidder must not have 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.

- B. Apprentice Utilization: The following Supplemental Bidder Responsibility Criterion applies to this Project if this Project has apprentice utilization requirements:

Certification of Apprentice Compliance. For each public project completed by Bidder during the **two-year** period immediately preceding the date of the bid solicitation, Bidder must not have been subject to a final determination by the awarding agency that Bidder failed, without good faith efforts approved by the awarding agency, to meet applicable project apprentice utilization requirements.

- C. Form of Required Certification(s): Before Project award, Bidder must submit the following fully executed to the City:

The undersigned 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.

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

Signed this 3rd day of December, 2025

Name of Bidder: Earthwork Solutions, LLC.

Signature of Bidder's Authorized Agent: \_\_\_\_\_

*Joan Frizzell, Governor*

RRFB PEDESTRIAN SAFETY  
STATE FUND # HLP-PB25(004)  
WO 3807

October 31, 2025

**CITY OF EVERETT, WASHINGTON  
CONTRACT PROVISIONS FOR  
WORK ORDER NO.: PW 3807**

City and State Where Signed: Arlington, WA

- D. Procedures for Wage Compliance and Apprentice Utilization Criteria: **The Bidder must sign and submit certification(s) in the form shown subsection C above before Project award.** The City may also use independent sources of information that may be available to demonstrate whether the Bidder is in compliance with these criteria. A Bidder may request that City modify the supplemental bidder responsibility criteria listed above. This request must be in writing to the City project manager and must be received by the City project manager at least ten business days before the bid opening. If the City determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible bidder, the City will notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, the Bidder may appeal to the director of the City department responsible for this Contract (the "Director") by presenting additional information to the Director in writing within two (2) business days after receipt of the City's determination. The Director will consider the appeal and any additional information and will issue a decision regarding the appeal. Any protest by Bidder of the Director decision must be in strict conformity to Everett Municipal Code Chapter 3.46, Bid Protest Procedures.

#### **5.0 Contract Forms**

The following forms are to be executed and/or delivered after the award of Contract:

1. **Contract:** This Contract to be executed by the successful bidder with the City's AdobeSign system within twenty (20) calendar days after the award date. The City typically will not deliver the Contract for bidder signature through the AdobeSign system until after bidder has provided acceptable performance bond, payment bond, and proof of insurance.
2. **Performance Bond:** This form is to be executed by the successful bidder and its surety company in duplicate and delivered to the City within twenty (20) calendar days after the award date. The amount of this bond shall be one hundred percent (100%) of the amount of the bid and shall be submitted with the contract.
3. **Payment Bond:** This form is to be executed by the successful bidder and its surety company in duplicate and delivered to the City within twenty (20) calendar days after the award date. The amount of this bond shall be one hundred percent (100%) of the amount of the bid and shall be submitted with the contract.
4. **Proof of Insurance:** Insurance certificates and endorsements in pdf form shall be obtained, delivered to the City within twenty (20) calendar days after the award date, and maintained in force in accordance with Section 1-07.18 of the Special Provisions.
5. **Power of Attorney:** Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
6. **Statement of Intent to Pay Prevailing Wage (L&I Form 700-29) and Affidavit of Wages Paid (K-700-007-000)** from the Contractor, Subcontractor and any agent to the Subcontractor shall be

RRFB PEDESTRIAN SAFETY  
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**CITY OF EVERETT, WASHINGTON  
CONTRACT PROVISIONS FOR  
WORK ORDER NO.: PW 3807**

submitted to the Employment Standards Division, State Department of Labor and Industries, Olympia, Washington.

7. **Weekly Statement with Respect to Payment of Wages (Form WH347):** Contractors, Subcontractors, and agents to Subcontractors using Payroll Form WH347) may use State of Compliance found on back of form. Contractors, Subcontractors, or agents to Subcontractors not using Payroll Form WH347 shall attach the Statement of Compliance Form WH348 to each payroll. Submittal of Certified Payrolls and Statements of Compliance is required for projects utilizing federal funds, or when requested in writing by the Engineer.











# RRFB Pedestrian Safety Contract for Signature\_SD


Final Audit Report

2026-01-30


Created:	2026-01-20
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAay_hvgWiQae3NKvwdB45lb2ww0SRljTT

## "RRFB Pedestrian Safety Contract for Signature\_SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2026-01-20 - 10:33:30 PM GMT
-  Document emailed to Laura Claywell (LClaywell@everettwa.gov) for approval  
2026-01-20 - 10:34:45 PM GMT
-  Email viewed by Laura Claywell (LClaywell@everettwa.gov)  
2026-01-20 - 11:00:06 PM GMT
-  Document approved by Laura Claywell (LClaywell@everettwa.gov)  
Approval Date: 2026-01-20 - 11:19:28 PM GMT - Time Source: server
-  Document emailed to josh frizzell (joshf@earthworksolutions.com) for signature  
2026-01-20 - 11:19:31 PM GMT
-  Email viewed by josh frizzell (joshf@earthworksolutions.com)  
2026-01-21 - 1:58:38 AM GMT
-  Document e-signed by josh frizzell (joshf@earthworksolutions.com)  
Signature Date: 2026-01-21 - 8:26:39 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2026-01-21 - 8:26:42 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2026-01-21 - 9:03:15 PM GMT
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2026-01-23 - 8:43:58 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2026-01-26 - 4:59:22 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2026-01-27 - 9:42:00 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2026-01-29 - 9:06:52 PM GMT

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Approval Date: 2026-01-29 - 10:22:04 PM GMT - Time Source: server

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2026-01-29 - 10:22:07 PM GMT

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2026-01-30 - 2:53:24 PM GMT

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

Signature Date: 2026-01-30 - 2:53:42 PM GMT - Time Source: server

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

2026-01-30 - 2:53:48 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)

2026-01-30 - 4:35:47 PM GMT

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

Signature Date: 2026-01-30 - 4:36:03 PM GMT - Time Source: server

 Agreement completed.

2026-01-30 - 4:36:03 PM GMT