

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 KLB Construction, LLC ("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: "Lenora Regional Stormwater Facility" (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) as of Bid Opening Date is maintained by the City Clerk's Office as a single pdf and is available as follows:

| | |
|-------------|---|
| Link to PDF | https://lportal.everettwa.gov/WebLink/DocView.aspx?id=2065488&searchid=e8501a54-e3ec-4beb-807a-b110cba5fc29&dbid=0 |
| | This is a 781-page pdf with the first page containing City Clerk's file recordkeeping digital signature 2026.02.04 11:03:27 -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 ninety-six (196) working days after the effective date of the Notice to Proceed. Physical completion shall be within ten (10) 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:

| | |
|--------------------------------|----------------|
| | \$5,905,727.50 |
| + WA Sales Tax (as applicable) | \$0.00 |
| Contract Sum | \$5,905,727.50 |

This is based on the proposal/bid submitted by Contractor dated 12/16/25. 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.

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 that may arise from any cause whatsoever prior to completion.

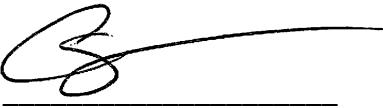
13. Headings for Convenience Only. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

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.

[Remainder of Page Intentionally Left Blank]

CITY OF EVERETT

WASHINGTON

By: 

Cassie Franklin, Mayor

ATTEST:



Office of the City Clerk

02/11/2026

Date



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
OCTOBER 31, 2024

CONTRACTOR

KLB CONSTRUCTION, LLC

By: 

Signature

Typed/Printed Name of Signer: Corey T Christensen

Title of Signer: CFO

Date: _____

ATTACHMENT TO CONTRACT

DIVISION P - PROPOSAL
CITY OF EVERETT, WASHINGTON
LENORA REGIONAL STORMWATER FACILITY
WORK ORDER # UP3792

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 1,360+/- linear feet of storm piping that ranges from 8-inch to 60-inch diameter, a 2,850+/- s.f. stormwater treatment facility with liner and treatment media, 2,870+/- s.f. stormwater treatment facility with topsoil and no liner, concrete structures, concrete flow split structure, landscaping, pavement restoration, sidewalk repair and replacement, signing and striping 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.

This page intentionally left blank.

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: KLB Construction LLC

| ITEM NO. | ITEM DESCRIPTION | UNIT | BID QTY | UNIT PRICE | TOTAL AMOUNT |
|--|--|------|---------|---------------|---------------|
| Bid Schedule – Lenora Regional Stormwater Facility | | | | | |
| 1 | MOBILIZATION | LS | 1 | \$ 465,000. - | \$ 465,000. - |
| 2 | SURVEYING | LS | 1 | \$ 30,000. - | \$ 30,000. - |
| 3 | SPCC PLAN | LS | 1 | \$ 3,500. - | \$ 3,500. - |
| 4 | FORCE ACCOUNT | FA | 200,000 | \$ 1.00 | \$ 200,000.00 |
| 5 | POTHOLING | EA | 10 | \$ 500. - | \$ 5,000. - |
| 6 | TYPE B PROGRESS SCHEDULE | LS | 1 | \$ 1,500. - | \$ 1,500. - |
| 7 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | \$ 400,000. - | \$ 400,000. - |
| 8 | PORTABLE CHANGEABLE MESSAGE SIGN | HR | 19,710 | \$ 1.50 | \$ 29,565. - |
| 9 | CONSTRUCTION SIGN CLASS A | SF | 156 | \$ 20. - | \$ 3,120. - |
| 10 | TYPE II OR Type III BARRICADE | EA | 15 | \$ 250. - | \$ 3,750. - |
| 11 | CLEARING AND GRUBBING | SY | 7,346 | \$ 3. - | \$ 22,038. - |
| 12 | PROTECT EXISTING TREE | EA | 5 | \$ 200. - | \$ 1,000. - |
| 13 | REMOVE, SALVAGE, AND DELIVER EX. CONC. BARRIER | EA | 22 | \$ 200. - | \$ 4,400. - |
| 14 | REMOVE EXISTING CURB AND GUTTER | LF | 360 | \$ 11. - | \$ 3,960. - |
| 15 | REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY | SY | 200 | \$ 13. - | \$ 2,600. - |

This page intentionally left blank.

| Item No. | ITEM DESCRIPTION | Unit | Bid Qty | UNIT PRICE | TOTAL AMOUNT |
|----------|--|------|---------|-------------|--------------|
| 16 | REMOVE MANHOLE OR CATCH BASIN | EA | 2 | \$ 350 - | \$ 700 - |
| 17 | REMOVE EXISTING 8 IN. TO 12 IN. DIA PIPE | LF | 30 | \$ 35 - | \$ 1,050 - |
| 18 | REMOVE EXISTING >12 IN. TO <30 IN. DIA PIPE | LF | 340 | \$ 35. - | \$ 11,900. - |
| 19 | PLUG AND ABANDON EXISTING PIPE 12 IN. TO 18 IN. DIA. | LF | 265 | \$ 40 - | \$ 10,600 - |
| 20 | REMOVE EX. FIRE HYDRANT | EA | 1 | \$ 1,000 - | \$ 1,000 - |
| 21 | CONTROLLED DENSITY FILL | CY | 60 | \$ 175 - | \$ 10,500 - |
| 22 | UTILITY ADJUSTMENT | FA | 50,400 | \$ 1.00 | \$ 50,400 |
| 23 | SAWCUTTING CURB | EA | 8 | \$ 150 - | \$ 1,200 - |
| 24 | SAWCUTTING RIGID PAVEMENT | LFI | 160 | \$ 1 - | \$ 160 - |
| 25 | SAWCUTTING FLEXIBLE PAVEMENT | LFI | 5,900 | \$ 35 | \$ 2,065 - |
| 26 | ROADWAY EXCAVATION, INCL. HAUL | CY | 881 | \$ 34 - | \$ 29,954 - |
| 27 | REMOVE UNSUITABLE FOUNDATION MATERIAL | CY | 710 | \$ 46 - | \$ 32,660 - |
| 28 | REPLACE UNSUITABLE FOUNDATION MATERIAL | CY | 710 | \$ 28 - | \$ 19,880 - |
| 29 | GRADING AND SHAPING - SW TREATMENT SITE | LS | 1 | \$ 50,000 - | \$ 50,000 - |
| 30 | GRAVEL BORROW, INCL. HAUL | TON | 5,202 | \$ 24 - | \$ 124,848 - |
| 31 | GRANULAR BORROW, INCL. HAUL | TON | 2,958 | \$ 24 - | \$ 70,992 - |
| 32 | GRAVEL BACKFILL FOR PIPE ZONE BEDDING, INCL. HAUL | TON | 2,754 | \$ 27 50 | \$ 75,735 - |
| 33 | ROADWAY SUBGRADE PREPARATION | SY | 2,574 | \$ 12 - | \$ 30,888 - |
| 34 | STRUCTURE EXC. CLASS A, INCL. HAUL - LENORA FLOW SPLIT VAULT | CY | 760 | \$ 36 - | \$ 27,360 - |
| 35 | STRUCTURE EXC. CLASS A, INCL. HAUL - SW TREATMENT | CY | 3,950 | \$ 36 - | \$ 142,200 - |
| 36 | SHORING - FLOW SPLIT VAULT | LS | 1 | \$ 58,000 - | \$ 58,000 - |

This page intentionally left blank.

| Item No. | ITEM DESCRIPTION | Unit | Bid Qty | UNIT PRICE | TOTAL AMOUNT |
|----------|---|------|---------|--------------|--------------|
| 37 | DEWATERING STRUCTURES FLOW SPLIT VAULT | LS | 1 | \$ 15,000 - | \$ 15,000 - |
| 38 | CRUSHED SURFACING TOP COURSE | TON | 517 | \$ 46 - | \$ 23,782 - |
| 39 | CRUSHED SURFACING BASE COURSE | TON | 457 | \$ 46 - | \$ 21,022 - |
| 40 | HMA CL. 1/2 IN. PG 64-22 | TON | 470 | \$ 145 - | \$ 68,150 - |
| 41 | POROUS GRAVEL AVENT | SY | 284 | \$ 85 - | \$ 24,140 - |
| 42 | RAILING, PEDESTRIAN GUARD | LF | 290 | \$ 190 - | \$ 55,100 - |
| 43 | CONCRETE STRUCTURE - FLOW SPLIT VAULT | LS | 1 | \$ 185,000 - | \$ 185,000 - |
| 44 | REINF. CONC. WALLS - STORMWATER FACILITY | LS | 1 | \$ 875,000 - | \$ 875,000 - |
| 45 | REINF. CONC. WALLS - VIEWING PLATFORM | LS | 1 | \$ 70,000 - | \$ 70,000 - |
| 46 | CONCRETE WALL TREATMENT | SF | 2,430 | \$ 5 - | \$ 12,150 - |
| 47 | STORM SEWER PIPE 8 IN. DIA. | LF | 10 | \$ 110 - | \$ 1,100 - |
| 48 | STORM SEWER PIPE 12 IN. DIA. | LF | 80 | \$ 135 - | \$ 10,800 - |
| 49 | STORM SEWER PIPE 18 IN. DIA. | LF | 410 | \$ 160 - | \$ 65,600 - |
| 50 | STORM SEWER PIPE 24 IN. DIA. | LF | 110 | \$ 230 - | \$ 25,300 - |
| 51 | STORM SEWER PIPE 48 IN. DIA. | LF | 525 | \$ 360 - | \$ 189,000 - |
| 52 | STORM SEWER PIPE 54 IN. DIA. | LF | 30 | \$ 665 - | \$ 19,950 - |
| 53 | STORM SEWER PIPE 60 IN. DIA. | LF | 105 | \$ 550 - | \$ 57,750 - |
| 54 | DUCTILE IRON STORM SEWER PIPE 8 IN. DIA. | LF | 15 | \$ 135 - | \$ 2,025 - |
| 55 | DUCTILE IRON STORM SEWER PIPE 12 IN. DIA. | LF | 70 | \$ 165 - | \$ 11,550 - |
| 56 | MANHOLE 48 IN. DIAM., TYPE 3 | EA | 3 | \$ 6,400 - | \$ 19,200 - |
| 57 | MANHOLE 72 IN. DIAM, TYPE 3 | EA | 10 | \$ 15,000 - | \$ 150,000 - |

This page intentionally left blank.

| Item No. | ITEM DESCRIPTION | Unit | Bid Qty | UNIT PRICE | TOTAL AMOUNT |
|----------|---|------|---------|-------------|--------------|
| 58 | MANHOLE 96 IN. DIAM., TYPE 3 | EA | 1 | \$ 17,500 - | \$ 17,500 - |
| 59 | CATCH BASIN 48 IN. DIAM., TYPE 1 | EA | 1 | \$ 6,000 - | \$ 6,000 - |
| 60 | CATCH BASIN 48 IN. DIAM., TYPE 2 | EA | 6 | \$ 6,000 - | \$ 36,000 - |
| 61 | STORMWATER PRETREATMENT STRUCTURES | EA | 2 | \$ 92,000 - | \$ 184,000 - |
| 62 | CONNECT STORM PIPE TO EX. MH, CB | EA | 4 | \$ 3,485 - | \$ 13,940 - |
| 63 | CONNECT STORM PIPE TO EX. PIPE | EA | 1 | \$ 2,000 - | \$ 2,000 - |
| 64 | TRENCH EXCAVATION, INCL. HAUL | CY | 4,430 | \$ 30 - | \$ 132,900 - |
| 65 | REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL | CY | 200 | \$ 38 - | \$ 7,600 - |
| 66 | REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL | CY | 200 | \$ 26 - | \$ 5,200 - |
| 67 | PIPE PLUG, MECHANICAL | EA | 3 | \$ 750 - | \$ 2,250 - |
| 68 | TRENCH DAM (CUTOFF WALL) | EA | 18 | \$ 3,000 - | \$ 54,000 - |
| 69 | TRENCH DEWATERING | LS | 1 | \$ 15,000 - | \$ 15,000 - |
| 70 | TRENCH EXCAVATION SAFETY SYSTEM | LS | 1 | \$ 45,000 - | \$ 45,000 - |
| 71 | ADJACENT UTILITY SUPPORT | LS | 1 | \$ 5,000 - | \$ 5,000 - |
| 72 | DI PIPE FOR WATER MAIN 8-IN DIA | LF | 130 | \$ 190 - | \$ 24,700 - |
| 73 | GATE VALVE 8-IN | EA | 1 | \$ 3,000 - | \$ 3,000 - |
| 74 | HYDRANT ASSEMBLY | EA | 1 | \$ 10,500 - | \$ 10,500 - |
| 75 | WATER SERVICE, 1-INCH – RECONNECT EXISTING | LS | 1 | \$ 4,000 - | \$ 4,000 - |
| 76 | WATER SERVICE, 2-INCH – SW TREATMENT SITE | LS | 1 | \$ 8,200 - | \$ 8,200 - |

This page intentionally left blank.

| Item No. | ITEM DESCRIPTION | Unit | Bid Qty | UNIT PRICE | TOTAL AMOUNT |
|----------|---|------|---------|--------------|--------------|
| 77 | TRENCH EXCAVATION FOR WATER SERVICE TAP | CY | 40 | \$ 25 - | \$ 1,000 - |
| 78 | FLOW CONTROL DEVICE – FLOW SPLIT VAULT | EA | 1 | \$ 160,000 - | \$ 160,000 - |
| 79 | WEIRS AND BAFFLES – FLOW SPLIT VAULT | LS | 1 | \$ 30,000 - | \$ 30,000 - |
| 80 | WEIRS AND GATES – TREATMENT FACILITY | LS | 1 | \$ 125,000 - | \$ 125,000 - |
| 81 | WALL MOUNTED HINGED GRATE | EA | 2 | \$ 8,500 - | \$ 17,000 - |
| 82 | CERTIFIED EROSION AND SEDIMENT CONTROL LEAD | LS | 1 | \$ 5,000 - | \$ 5,000 - |
| 83 | EROSION/WATER POLLUTION CONTROL | LS | 1 | \$ 25,000 - | \$ 25,000 - |
| 84 | TESC TREATMENT SYSTEM | LS | 1 | \$ 50,000 - | \$ 50,000 - |
| 85 | INLET PROTECTION | EA | 11 | \$ 85 - | \$ 935 - |
| 86 | STABILIZED CONSTRUCTION ENTRANCE | EA | 3 | \$ 2,500 - | \$ 7,500 - |
| 87 | STREET CLEANING | HR | 200 | \$ 185 - | \$ 37,000 - |
| 88 | SILT FENCE | LF | 100 | \$ 6 - | \$ 600 - |
| 89 | HIGH VISIBILITY SILT FENCE | LF | 300 | \$ 6 - | \$ 1,800 - |
| 90 | BARK OR WOOD CHIP MULCH | CY | 37 | \$ 57 - | \$ 2,109 - |
| 91 | SEEDING, FERTILIZING, AND MULCHING – ECO LAWN MIX | SY | 411 | \$ 3.50 | \$ 1,438.50 |
| 92 | SEEDING, FERTILIZING, AND MULCHING – WILDFLOWER MIX | SY | 318 | \$ 3.50 | \$ 1,113 - |
| 93 | SEEDED LAWN INSTALLATION | SY | 12 | \$ 25 - | \$ 300 - |
| 94 | TOPSOIL TYPE A, 4 INCH THICK | CY | 220 | \$ 55 - | \$ 12,100 - |

This page intentionally left blank.

ADDENDUM 4

| Item No. | ITEM DESCRIPTION | Unit | Bid Qty | UNIT PRICE | TOTAL AMOUNT |
|----------|--|------|---------|--------------|--------------|
| 95 | STREAMBED COBBLES, 6-INCH | TN | 7 | \$ 150 - | \$ 1,050 - |
| 96 | STORMWATER TREATMENT - UNLINED | LS | 1 | \$ 17,500 - | \$ 17,500 - |
| 97 | STORMWATER TREATMENT SYSTEM | LS | 1 | \$ 650,000 - | \$ 650,000 - |
| 98 | STORMWATER TREATMENT FACILITY HDPE LINER | SY | 500 | \$ 45 - | \$ 22,500 - |
| 99 | STORMWATER TREATMENT FACILITY STARTUP AND TESTING | LS | 1 | \$ 5,000 - | \$ 5,000 - |
| 100 | LANDSCAPE REPAIR | LS | 1 | \$ 7,500 - | \$ 7,500 - |
| 101 | LANDSCAPE - SW TREATMENT SITE | LS | 1 | \$ 7,500 - | \$ 7,500 - |
| 102 | PSIPE 2-INCH CALIPER TREE, DECIDUOUS | EA | 2 | \$ 300 - | \$ 600 - |
| 103 | PSIPE PERENNIAL, SHRUB, GRASS, OR GROUNDCOVER, 1 CONT. | EA | 610 | \$ 11 - | \$ 6,710 - |
| 104 | PSIPE PERENNIAL, SHRUB, GRASS, OR GROUNDCOVER, 2 CONT. | EA | 136 | \$ 18 - | \$ 2,448 - |
| 105 | PSIPE PERENNIAL, SHRUB, GRASS, OR GROUNDCOVER, 3 CONT. | EA | 35 | \$ 24 - | \$ 840 - |
| 106 | NOT USED | | | XXXXXX | XXXXXX |
| 107 | STREAMBED BOULDER, TYPE ONE | EA | 2 | \$ 250 - | \$ 500 - |
| 108 | STREAMBED BOULDER, TYPE TWO | EA | 5 | \$ 260 - | \$ 1,300 - |
| 109 | STREAMBED BOULDER TYPE THREE | EA | 7 | \$ 400 - | \$ 2,800 - |
| 110 | IRRIGATION SYSTEM, TREATMENT FACILITY | LS | 1 | \$ 50,000 - | \$ 50,000 - |
| 111 | IRRIGATION SYSTEM REPAIR | LS | 1 | \$ 6,500 - | \$ 6,500 - |

This page intentionally left blank.

| Item No. | ITEM DESCRIPTION | Unit | Bid Qty | UNIT PRICE | TOTAL AMOUNT |
|----------|---|---------|---------|--------------|------------------------|
| 112 | CEMENT CONC. CURB & GUTTER | LF | 960 | \$ 45 - | \$ 43,200 - |
| 113 | SURVEY MONUMENTS | EA | 1 | \$ 1,200 - | \$ 1,200 - |
| 114 | CEMENT CONCRETE SIDEWALK OR DRIVEWAY | SY | 335 | \$ 130 - | \$ 43,550 - |
| 115 | RAMP DETECTABLE WARNING | SF | 46 | \$ 190 - | \$ 8,740 - |
| 116 | REMOVE, PROTECT AND RESET EXISTING MAILBOXES | EA | 3 | \$ 250 - | \$ 750 - |
| 117 | INSTALL CITY FURNISHED SIGN | SF | 2 | \$ 500 - | \$ 1,000 - |
| 118 | SIGNING, PERMANENT CONTRACTOR FURNISHED SIGNS | LS | 1 | \$ 5,000 - | \$ 5,000 - |
| 119 | PLASTIC LINE | LF | 1,600 | \$ 4 10 | \$ 6,560 - |
| 120 | PLASTIC STOP LINE | LF | 20 | \$ 50 - | \$ 1,000 - |
| 121 | TEMPORARY CONSTRUCTION FENCING | LF | 460 | \$ 20 - | \$ 9,200 - |
| 122 | SPLIT RAIL FENCE | LF | 278 | \$ 25 - | \$ 6,950 - |
| 123 | CEMENT CONCRETE STEPS | SF | 20 | \$ 100 - | \$ 2,000 - |
| 124 | ELECTRICAL AND LIGHTING | LS | 1 | \$ 100,000 - | \$ 100,000 - |
| 125 | RECORD DRAWINGS | LS | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 126 | APPRENTICE UTILIZATION INCENTIVE | LS/CALC | - | | \$ 5,000.00 |
| | Total Bid Amount | | | | \$ 5,905,727.50 |

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

Page intentionally left blank

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

Kelly Lynn Bosa, President, PO Box 158 Mukilteo, WA 98275
William Grady, Secretary, PO Box 158 Mukilteo, WA 98275
Corey T. Christensen, Assistant Secretary Treasurer, PO Box 158 Mukilteo, WA 98275

Bidder acknowledges receipt of Addenda 1 **through** 5

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, 1-07.17 UTILITIES AND SIMILAR FACILITIES, 1-07.23(1) CONSTRUCTION UNDER TRAFFIC, 1-08.4(2) SPECIAL CONSTRUCTION CONSTRAINTS, 1-11 MISCELLANEOUS, 7-101 STORMWATER TREATMENT DEVICE, 7-102 FLOW CONTROL DEVICES AND REGULATORS, 7-107 STORMWATER TREATMENT SYSTEM STARTUP AND TESTING, 8-101 STORMWATER TREATMENT FACILITY, 8-102 GEOMEMBRANE LINER** 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.

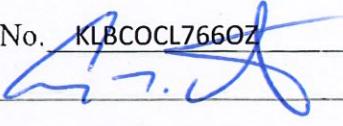
If this Project contains apprentice utilization requirements, then undersigned Bidder certifies that, for each public project completed by Bidder during the two-year period immediately preceding the date of this Bid solicitation, no awarding agency has made a final determination that the Bidder failed,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

The undersigned Bidder also hereby certifies that, within the five-year period immediately preceding the bid solicitation date for this Project, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil

judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. The undersigned 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: KLB Construction LLC

State of Washington Contractor's License No. KLBCOCL7660Z

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Mukilteo, WA 98275

Email Address of Bidder's Authorized Agent: jennifers@klbconstruction.com

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: Mukilteo, WA

Date: December 16, 2025

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*

| Type/Scope of Work | Name and Address of Subcontractor or Bidder <u>and License Number</u> |
|--|--|
| HEATING Subcontractor, bidder or "no work" MUST be stated | NO WORK. |
| VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" MUST be stated | NO WORK |
| PLUMBING (as described in RCW Chap. 18.106) Subcontractor, bidder or "no work" MUST be stated | NO WORK. |
| ELECTRICAL (as described in RCW Chap. 19.28) Subcontractor, bidder or "no work" MUST be stated | Service Electric PO Box 1489 Snohomish, WA. 98291 |

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

| Type/Scope of Work | Name and Address of Subcontractor or Bidder |
|---|---|
| STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" MUST be stated | NO WORK |
| REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated | Precision Concrete PO Box 2603 Stanwood, WA 98292 |

This page intentionally left blank.

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.

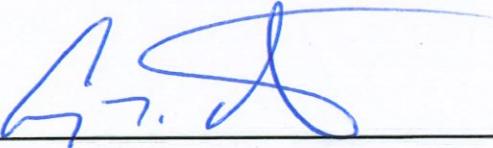
- I. Bidder confirms that it actively solicits employment of minority group members.
Yes *[yes or no]*
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: 2% *[state estimated percentage]*
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 1.5% *[state estimated percentage]*
- IV. List all minority businesses from whom bids or quotes for goods or services on this Project have been solicited (attach additional sheet if necessary):

| Minority Business Name | Address | Goods or Services Involved | Certification Number* |
|---------------------------------------|--|----------------------------|-----------------------|
| J&G Concrete Corporation | PO Box 1062 Milton, WA 98354 | Concrete flatwork | D5M0020735 |
| A&H Roadwurx | 26819 173rd St E Buckley, WA 98321 | Trucking | D2F0028604 |
| Red Laser Construction LLC | 3030 Mt Loop Hwy Granite Falls, WA 98252 | Survey | D5M0024533 |
| O'Bunco Engineering Inc | 33650 6th Ave S. Suite 102 Federal Way, WA 98003 | Survey | D3M0016030 |
| Pacific Northwest Traffic Control LLC | 18109 WA-9 Snohomish, WA 98296 | Traffic Control | D4M0028883 |

*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: December 16, 2025

| Minority Business Name | Address | Goods or Services Involved | Certification Number* |
|---------------------------------------|--|------------------------------------|-----------------------|
| Andres Landscape | PO Box 1131 Oregon City, OR 97045 | Landscaping | D5M0030172 |
| The Bag Lady, Inc. | 11124 Valley Ave E. Puyallup, WA 98372 | Landscaping Services | D2F0016394 |
| Castaneda Landscaping | 804 West State St. Aberdeen, WA 98520 | Landscaping | D5M0024793 |
| Rebar International | 2604 Meridian Ave E. Edgewood, WA 98371 | Rebar Installation | D2F0006440 |
| Grizzly Bar and Post Tensioning, Inc. | 339626 102nd Ave S. Roy, WA 98580 | Concrete Reinforcing Steel Install | S000026304 |

*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.

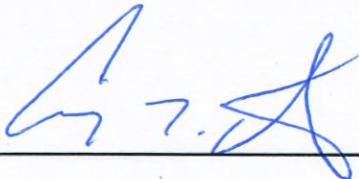
Signature:  Date: December 16, 2025

| Minority Business Name | Address | Goods or Services Involved | Certification Number* |
|--|--|--------------------------------------|-----------------------|
| PNW Reinforcing, Inc. | 1402 Lake Tapps Pkwy SE Ste F104, PMB 513 Auburn, WA 98092 | Supply/ Install Reinforcing Steel | D5M0026484 |
| Land Development Engineering & Surveying, Inc. | 5160 Industrial Place Suite 108 Ferndale, WA 98248 | Survey | D5M0019910 |
| | | | |
| | | | |
| | | | |

*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: December 16, 2025

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)

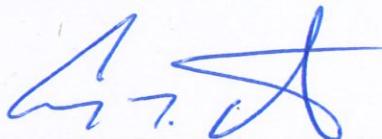
) ss

COUNTY OF SNOHOMISH)

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.

KLB Construction LLC

Firm Name

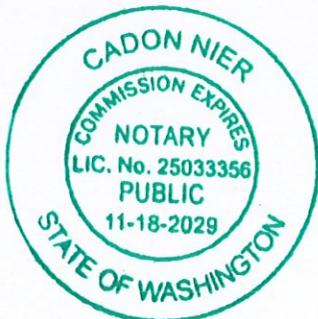


Authorized Signature

SUBSCRIBED and SWORN to before me this 16th day of December, 20 25.


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

My commission expires: 11/18/29



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.

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. Bid Bond

Project: Lenora Regional Stormwater Facility

W.O. #: UP 3792

KNOW ALL MEN BY THESE PRESENTS,

that KLB Construction, 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

Western Surety Company [Surety], a corporation organized under the laws of the State of South Dakota 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.

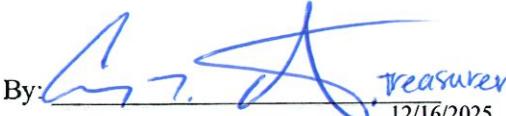
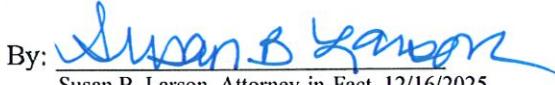
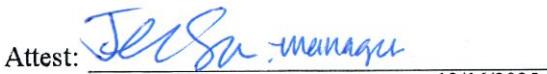
It is expressly understood and agreed that:

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 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.

| BIDDER | SURETY |
|--|---|
| KLB Construction, LLC | Western Surety Company |
| Bidder's Name | Surety's Name and Corporate Seal |
| By:  Signature, Title, and Date | By:  Signature, Title, and Date |
| Address: <u>PO Box 158</u> <u>Mukilteo, WA 98275</u> | Address: <u>10400 NE 4th St., Suite 900</u> <u>Bellevue, WA 98004</u> |
| Attest:  Signature, Title and Date | Attest:  Signature, Title and Date |
| Witness | Witness |

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Susan B Larson, Deanna M French, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Nicholas Fredrickson, Scott Garcia, Andrew Kerslake, Alec a Gumpfer, Katelyn Cooper, Kyle Dozier, Janteane Blyton, Alex Giannini, Individually, of Bellevue, WA
Ronald J Lange, Rebecca M Sarmiento, Christine L Larson, Greg Lagreid, Individually, of Spokane, WA

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of October, 2024.



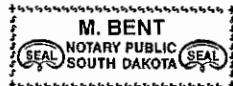
WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 22nd day of October, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of December, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

This page intentionally left blank.

**WAIVER OF NOTICE AND CONSENT
TO ACTIONS IN LIEU OF A SPECIAL MEETING
OF THE MANAGER AND THE MEMBER
OF
KLB CONSTRUCTION, LLC**

THE UNDERSIGNED, being the sole Manager and the sole Member of KLB Construction, LLC, a Washington limited liability company (the “*Company*”), by signature hereunder, hereby waives notice of and attendance at a special meeting of the Manager and the Member and further consents to the actions described and adoption of the resolutions set forth below.

This Waiver of Notice and Joint Consent to Actions shall have the same effect as a unanimous vote, as if a duly convened meeting of the Manager and the Member was held at the principal place of business of the Company.

APPOINTMENT OF OFFICERS

WHEREAS, the Manager believes it is in best interest of the Company to appoint officers of the Company; now, therefore, it is hereby

RESOLVED, that the following individuals are hereby unanimously appointed to serve the office or offices set forth opposite each such individual’s name and to hold such offices until their respective successors are appointed and qualified or until their earlier resignation or removal:

| <u>Name</u> | <u>Title</u> |
|----------------------|--------------------------------|
| Kelly Lynn Bosa | President |
| William Grady | Secretary |
| Corey T. Christensen | Assistant Secretary, Treasurer |

[Rest of page intentionally blank; Signature page follows]

MANAGER AND MEMBER:

KLB HOLDINGS, INC.

By: Kelly Lynn Bosa

Kelly Lynn Bosa
Its: President

Dated: 11-18-24

[Signature page to Special Meeting of Manager and Member electing Officers]

UP3792 Lenora Regional SW Facility_Final for Signature

Final Audit Report

2026-02-11

| | |
|-----------------|--|
| Created: | 2026-02-05 |
| By: | Marista Jorve (mjorve@everettwa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAASDeH9pZ_td-5AC_H3lcH6iiB2fIQe6e6 |

"UP3792 Lenora Regional SW Facility_Final for Signature" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-02-05 - 8:13:47 PM GMT
-  Document emailed to eemerson@everettwa.gov for approval
2026-02-05 - 8:14:48 PM GMT
-  Email viewed by eemerson@everettwa.gov
2026-02-05 - 8:52:21 PM GMT
-  Signer eemerson@everettwa.gov entered name at signing as Erik Emerson
2026-02-05 - 9:01:01 PM GMT
-  Document approved by Erik Emerson (eemerson@everettwa.gov)
Approval Date: 2026-02-05 - 9:01:03 PM GMT - Time Source: server
-  Document emailed to Corey Christensen (coreyc@klbconstruction.com) for signature
2026-02-05 - 9:01:08 PM GMT
-  Email viewed by Corey Christensen (coreyc@klbconstruction.com)
2026-02-05 - 9:10:11 PM GMT
-  Document e-signed by Corey Christensen (coreyc@klbconstruction.com)
Signature Date: 2026-02-05 - 11:13:55 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2026-02-05 - 11:13:58 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2026-02-06 - 2:44:02 AM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2026-02-10 - 11:08:20 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2026-02-10 - 11:08:32 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
2026-02-10 - 11:08:35 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)
2026-02-11 - 11:43:28 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2026-02-11 - 11:43:59 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature
2026-02-11 - 11:44:03 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)
Signature Date: 2026-02-11 - 11:45:27 PM GMT - Time Source: server

 Agreement completed.
2026-02-11 - 11:45:27 PM GMT