

CONTRACT

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

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

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

Link to PDF	https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2085534&searchid=1ec997a2-6c4d-4a28-a3c5-4df8efdabad9&dbid=0 This is a 579-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.07 11:07:44 -07’00’
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Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

2. Contract Time. Substantial Completion of the Work shall be achieved within one hundred fifty (150) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within thirty (30) calendar days after the actual date of issuance of Substantial Completion.

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

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

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

Base Bid	\$942,000.00
+ WA Sales Tax	\$93,258.00
Contract Sum	\$1,035,258.00

This is based on the proposal/bid submitted by Contractor dated February 17, 2026. A copy of such proposal/bid is attached hereto.

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

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

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

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

8. Indemnification.

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

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

C. As used in this section: (1) “City” includes the City’s officers, employees, agents, and representatives; (2) “Claims” include all losses, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) “Contractor” includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly

agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

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

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

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

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**CITY OF EVERETT
WASHINGTON**

By:



Cassie Franklin, Mayor

04/11/2026

Date

ATTEST:



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
SEPTEMBER 22, 2023

CONTRACTOR:

OMA CONSTRUCTION, INC.

By:



Signature

Typed/Printed Name of Signer: Brandon Akers

Title of Signer: Vice President

Date: **04/08/2026**

ATTACHMENT TO CONTRACT

SECTION 00 41 13 - BID FORM (LUMP SUM)

1.1 BIDDER INFORMATION

PROJECT TITLE: Lowell Riverfront Trail Improvements Project

PROJECT NO.: WO# 409725

DATE: 02/17/2026

SUBMITTED BY: OMA Construction, Inc.

COMPANY NAME AND ADDRESS:
OMA Construction, Inc.

PO Box 429; Maple Valley, WA 98038

1.2 OFFER

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

Base Bid	\$ \$942,000.00
Subtotal	\$ \$942,000.00
+ WA Sales Tax at 9.9%	\$ \$93,258.00
Total Bid	\$ \$1,035,258.00

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

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

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

1.3 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 45 days from the Bid closing date.
- B. If this Bid is accepted by the Owner within the time period stated above, we will:
 - 1. Execute the Agreement within 14 days of receipt of Notice of Award.
 - 2. Furnish the required 100% payment and 100% performance bonds within 14 calendar days of receipt of Notice of Award in the form described in Contract Documents.
 - 3. Submit to the City in pdf format the certificate of Insurance and additional insured endorsement, per SECTION 007200 of the Contract Documents.
 - 4. Commence Work within seven calendar days after receipt of Notice to Proceed.
- C. If this Bid is accepted within the indicated time, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which Contract is signed.
- D. In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.4 CONTRACT TIME

- A. If this Bid is accepted, we will:
 - 1. Begin work immediately after receiving Owner's letter of Notice to Proceed and to reach Substantial Completion within the dates required under the Contract Documents.
 - 2. Agree to pay liquidated damages to the City as stated in the Contract in the event the project is not completed on or before required time periods.
 - 3. Contract with the Owner using the Contract form provided herewith, on the terms and conditions contained herein, to do everything necessary to complete the construction of the project in the allotted time.

1.5 ADDENDA

- A. Following Addenda have been received, and the modifications to the Bid Documents noted below have been considered and all costs are included in the Bid.
 - Addendum No...1....., dated 02/09/2026..
 - Addendum No...2....., dated 02/11/2026..
 - Addendum No...3....., dated 02/12/2026..
 - Addendum No....., dated

1.6 BIDDER CERTIFICATIONS

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

1.7 DESIGNATED/AUTHORIZED REPRESENTATIVE

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

1.8 INTERESTED PARTIES

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

NAME	TITLE	ADDRESS
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<u>Brandon Akers; Vice President PO Box 429; Maple Valley, WA 98038</u>		


1.9 BID FORM SIGNATURES

- A. By submitting this Bid, Bidder certifies that it has reviewed the insurance requirements of Document 00 72 00 – GENERAL CONDITIONS and certifies that coverage will be provided as required.

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

Signed this 17th day of February, 2026

Name of Bidder: OMA Construction, Inc.

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Maple Valley, WA

Title: Vice President

Phone: 206-262-1721

State of Incorporation WA Contractor's License No. OMACOI*023L6

Washington State 601-872-128

Email address of Bidder's authorized Agent:

b.akers@omaconstruction.com

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END OF SECTION 00 41 13

SECTION 00 43 13 - BID SECURITY FORM

BID SECURITY/DEPOSIT

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

- Certified check
- Cashier's check
- Bid Bond


Signature

BID BOND

Bond No. Bid
Project: Lowell Riverfront Trail Improvements - Construction Package
Project No. WO# 409725

KNOW ALL MEN BY THESE PRESENTS,
that OMA Construction, Inc. [Contractor], a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and Nationwide Mutual Insurance Company [Surety], a corporation organized under the laws of the State of Ohio 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 Bid Amount and No/100's Dollars (\$5% of Bid Amount), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

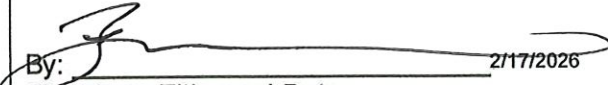

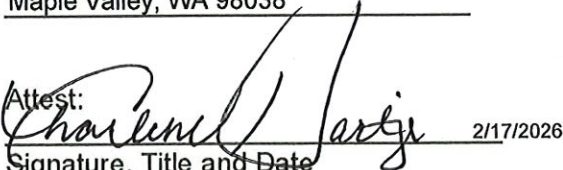

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to pay and forfeit to the City the amount of this bond as provided herein, upon the conditions contained herein, unless the conditions for release contained herein are satisfied or expressly waived in a writing signed by the City Attorney.

It is expressly understood and agreed that:

- A. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon default of Bidder the penal sum set forth on the face of this Bond.
- B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding documents the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents.
- C. This obligation shall be null and void if:
 - 1. The City accepts Bidder's bid and Bidder delivers within the time required by the bidding documents (or any extension thereof agreed to in writing by the City) the executed Contract required by the bidding documents, any performance and payment bonds required by the bidding documents and Contract Documents, and evidence of insurance required by the bidding documents and Contract Documents, or
 - 2. All bids are rejected by the City.
- D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- E. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by the City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.
- F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 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.
- G. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.
- H. Notice required hereunder shall be in writing sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
- I. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.
- J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be

deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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

BIDDER	SURETY
<u>OMA Construction, Inc.</u> Bidder's Name	<u>Nationwide Mutual Insurance Company (seal)</u> Surety's Name and Corporate Seal
By:  2/17/2026 Signature, Title, and Date Vice President	By:  2/17/2026 Signature, Title, and Date Alyssa J. Lopez Attorney-in-Fact
Address: <u>PO Box 429</u> <u>Maple Valley, WA 98038</u>	Address: <u>One West Nationwide Blvd.</u> <u>Columbus, OH 43215</u>
Attest:  2/17/2026 Signature, Title and Date	Attest:  2/17/2026 Signature, Title and Date Brody Sumpter, Witness

Admin Manager, Witness,

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

ALEXA MANLEY; ALICEON A KELTNER; ALYSSA J LOPEZ; AMELIA G BURRILL; ANNELIES M RICHIE; BRANDON K BUSH; CARLEY ESPIRITU; CELESTE M VAN VLIET; CHARLA M BOADLE; CHRISTOPHER KINYON; DONALD PERCELL SHANKLIN; FRANK W HAFNER, III; HOLLI LAGERQUIST; JACOB T HADDOCK; JAMES R COGDILL; JAMIE L MARQUES; JULIE A CRAKER; JUSTIN DEAN PRICE; KARI MICHELLE MOTLEY; KATHARINE J SNIDER; LINDSEY ELAINE JORGENSEN; LOIS F WEATHERS; LORI J KELLY; MARIAN C NEWMAN; MICHAEL S MANSFIELD; SARAH WHITAKER; SHARREE SUTHERLAND; SHERRI W HILL; TAMARA A RINGEISEN; TERRIE L CONARD; TRAVIS J ROBLES; W D MORRIS JR; WESLEY V DASHER, JR;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten signature of Antonio C. Albanese]

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

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-7 19796
Commission Expires July 7, 2028

[Handwritten signature of Karen L. Karn]
Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of February, 2026.

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary

END OF SECTION 00 43 13

SECTION 00 43 36 - PROPOSED SUBCONTRACTORS FORM

1. For heating, ventilation and air conditioning, plumbing (as defined by RCW Chap. 18.106) and electrical work (as defined by RCW Chap. 19.28), and structural steel installation, Bidder MUST either identify itself or Subcontractors in the chart below. If Bidder believes such work is not part of the Work, Bidder shall write "NO WORK".
2. 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.
3. **Bidder's Bid shall be deemed non-responsive and void if:**
 - A. For heating, ventilation and air conditioning, plumbing, electrical work, structural steel installation and rebar installation, Bidder fails: (1) to submit as part of the Bid the names of such Subcontractors; (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 Work.
4. The requirement to name the Bidder's proposed heating, ventilation, air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors applies only to proposed heating, ventilation, air conditioning, plumbing, electrical, structural steel installation and rebar installation subcontractors who will contract directly with the general contractor submitting the Bid to the City.
5. The heating, ventilation and air conditioning, plumbing, and electrical portions of the chart below must be submitted with the bid proposal or within one hour of the published bid submittal time.
6. The structural steel installation and rebar installation portions of the chart below must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time.

Type/Scope of Work	Name and Address of Subcontractor or Bidder
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	No Work
STRUCTURAL STEEL INSTALLATION Subcontractor, bidder or "no work" MUST be stated	Self Perform; OMA Construction, Inc. OMACOI*023L6

Rebar Installation Self Perform; OMA Construction, Inc.
 OMACOI*023L6

END OF SECTION 00 43 36



Statement of Bidder Qualifications Project List

Project Name	Project Owner	Completion Date	Contract Amount	Working Days	Contact Name	Email	Contact Phone	Description	Funded	PM
244th Roadway Stabilization	King County	2024	\$ 1,950,595.00	120	Fabia Fu	ffu@kingcounty.gov	206-348-7193	Pile Driving/Utilities/Roadway	Yes	Pat Carroll
SR99 Viaduct Replacement	WSDOT	2023	\$ 26,500,000.00	600	Jeff Huber	jhuber@jhearthworks.com	360-915-3414	Mass Ex, Utilities, Structures	Yes	Pat Carroll
Twanoh Creek	WSDOT	2023	\$ 1,765,000.00	90	Greg Cearley	greg.cearley@aol.com	360-338-2766	Structures/Roadway	Yes	Pat Carroll
Issaquah Creek	City/Issaquah	2022	\$ 1,950,000.00	90	Allen Quynn	Alleng@issaquahwa.gov	425-837-3439	Mass Ex, Structures	No	Pat Carroll
Willis Street	City/Kent	2022	\$ 2,250,000.00	150	Bryan Higgins	Bhiggins@kentwa.gov	206-348-4957	Structures/Roadway	No	Pat Carroll
Derby Creek	King County	2022	\$ 2,250,000.00	120	Colin Worsley	Colin.Worsley@kingcounty.gov	206-487-2726	Mass Ex, Utilities, Structures	No	Pat Carroll
224th Wetland Mitigation	City/Kent	2022	\$ 1,250,000.00	100	Jason Bryant	JBryant@kentwa.gov	253-261-5663	Mass Ex, Wetland Mitigation	No	Pat Carroll
E360	Sound Transit	2020	\$ 21,500,000.00	600	Eza Agoes	Eza.Agoes@soundtransit.org	206-251-5171	Mass Ex, Utilities, Structures	Yes	Barry O'Young
Bothell Lot A & B Cleanup	City/Bothell	2017	\$ 1,984,505.00	90	Nduta Mibuthia	N/A	425-806-6829	Excavation	No	Barry O'Young

Scriber Trail - Lynnwood
Scriber Boardwalk - "
2023 7.5 mi.
2023 3.5 mi.
with Thompson & Lynnwood wa.gov
425-570-2440

Furnish references for information concerning all work listed above:

NAME TITLE PHONE NUMBER EMAIL ADDRESS

See List

2. The Supplementary Instructions to Bidders (Section 00 22 13) states experience requirements for the Bidder's Project Manager. List project(s) that show that Bidder's Project Manager has this experience:

Name: Barry O'Young

PROJECT NAME YEAR OWNER LOCATION

Attached

Saw job as structural steel Qualifications

Furnish references for information concerning all work listed above:

NAME TITLE PHONE NUMBER EMAIL ADDRESS

Project Name	Project Owner	Completion Date	Contract Amount	Working Days	Contact Name	Email	Contact Phone	Description	Fed Funded	PM
244th Roadway Stabilization	King County	2024	\$ 1,950,595.00	120	Fabia Fu	ffu@kingcounty.gov	206-348-7193	Pile Driving/Utilities/Roadway	Yes	Pat Carroll
SR99 Viaduct Replacement	WSDOT	2023	\$ 26,500,000.00	600	Jeff Huber	jhuber@ihearthworks.com	360-915-3414	Mass Ex, Utilities, Structures	Yes	Pat Carroll
Twanoh Creek	WSDOT	2023	\$ 1,765,000.00	90	Greg Cearley	greg.cearley@aol.com	360-338-2766	Structures/Roadway	Yes	Pat Carroll
Issaquah Creek	City/Issaquah	2022	\$ 1,950,000.00	90	Allen Quynn	Alleng@issaquahwa.gov	425-837-3439	Mass Ex, Structures	No	Pat Carroll
Willis Street	City/Kent	2022	\$ 2,250,000.00	150	Bryan Higgins	BHiggins@kentwa.gov	206-348-4957	Structures/Roadway	No	Pat Carroll
Derby Creek	King County	2022	\$ 2,250,000.00	120	Colin Worsley	Colin.Worsley@kingcounty.gov	206-487-2726	Mass Ex, Utilities, Structures	No	Pat Carroll
224th Wetland Mitigation	City/Kent	2022	\$ 1,250,000.00	100	Jason Bryant	JBryant@kentwa.gov	253-261-5663	Mass Ex, Wetland Mitigation	No	Pat Carroll
E360	Sound Transit	2020	\$ 21,500,000.00	600	Eza Agoes	Eza.Agoes@soundtransit.org	206-251-5171	Mass Ex, Utilities, Structures	Yes	Barry O'Young
Bothell Lot A & B Cleanup	City/Bothell	2017	\$ 1,984,505.00	90	Nduta Mbuthia	N/A	425-806-6829	Excavation	No	Barry O'Young

Barry O'Young – PROJECT MANAGER

PO Box 429

Maple Valley, WA 98038

CAREER EXPERIENCE

OMA Construction, Inc – Seattle, WA

1999 - Current

President/Owner

- President/Construction Manager for public works heavy civil construction company.
- Responsible for all day to day operations, including administration, payroll, tax reporting
- Manager for bid estimates, subcontractor monthly pay estimates
- Business development
- Provide leadership skills that support the organizational goals, value & mission by communicating effectively and frequently with the team

Recent Projects as Project Manager Role:

- 2023 - 61st Mukilteo Culvert Replacement
- 2023 - Willis Street; Kent, WA
- 2017-2021 – E360 Sound Transit; Eza Agoes; Project Executive, (206) 398-5000
- 2019-2020 – Forbes Creek A & B Mitigation/Repair; City of Kirkland, Hunter Richards
(425) 587-3244
- 2019-2020 – Champagne Creek Mitigation; City of Kirkland, Hunter Richards
(425) 587-3244
- 2019 – Lot P Soil Remediation; City of Bothell, Nduta Mbuthia, (425) 488-0118

Kiewit Construction – Seattle, WA Project Engineer

1998-1999

- Provide project engineer support for construction of \$500 million baseball stadium, SAFECO FIELD.
- Duties include subcontractor coordination, architect, owner, and contractor interaction
- As-built and schedule updates

Tri-State Construction, Inc – Bellevue, WA

Project Engineer

1988-1998

- Project Engineer for large heavy civil construction company, specializing in roadway construction, sewer, water and storm utility installation.

King County Construction Division – Seattle, WA

Project Engineer

1986-1988

- Project/Field Engineer for King County/Metro for Downtown Seattle Bus Tunnel.
- Provide owner representation for contractor compliance to contract plans and specifications

City of Seattle, Engineering Department – Seattle, WA

Construction Inspector

1982-1986

- Construction Inspector for City of Seattle ensuring contractor and public compliance to City of Seattle construction standards for improvements to City right of way and property.

EDUCATION

University of Washington, Bachelor of Science, Construction Management 1977-1982

REFERENCES AVAILABLE UPON REQUEST

3. The Supplementary Instructions to Bidders (Section 00 22 13) states experience requirements for the Bidder's Superintendent. List project(s) that show that the Bidder's Superintendent has this experience:

<u>PROJECT NAME AND SIZE</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT AMOUNT</u>
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Attached

Same jobs as below

Furnish references for information concerning all work listed above:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
-------------	--------------	---------------------	----------------------

Project Name	Project Owner	Completion Date	Contract Amount	Working Days	Contact Name	Email	Contact Phone	Description	Fed Funded	PM
244th Roadway Stabilization	King County	2024	\$ 1,950,595.00	120	Fabia Fu	ffu@kingcounty.gov	206-348-7193	Pile Driving/Utilities/Roadway	Yes	Pat Carroll
5R99 Viaduct Replacement	WSDOT	2023	\$ 26,500,000.00	600	Jeff Huber	jhuber@iheartworks.com	360-915-3414	Mass Ex, Utilities, Structures	Yes	Pat Carroll
Twanoh Creek	WSDOT	2023	\$ 1,765,000.00	90	Greg Cearley	grec.cearley@aol.com	360-338-2766	Structures/Roadway	Yes	Pat Carroll
Issaquah Creek	City/Issaquah	2022	\$ 1,950,000.00	90	Allen Quynn	Allenq@issaquahwa.gov	425-837-3439	Mass Ex, Structures	No	Pat Carroll
Willis Street	City/Kent	2022	\$ 2,250,000.00	150	Bryan Higgins	BHiggins@kentwa.gov	206-348-4957	Structures/Roadway	No	Pat Carroll
Derby Creek	King County	2022	\$ 2,250,000.00	120	Colin Worsley	Colin.Worsley@kingcounty.gov	206-487-2726	Mass Ex, Utilities, Structures	No	Pat Carroll
224th Wetland Mitigation E360	City/Kent	2022	\$ 1,250,000.00	100	Jason Bryant	JBryant@kentwa.gov	253-261-5663	Mass Ex, Wetland Mitigation	No	Pat Carroll
Bothell Lot A & B Cleanup	Sound Transit	2020	\$ 21,500,000.00	600	Eza Agoes	Eza.Agoes@soundtransit.org	206-251-5171	Mass Ex, Utilities, Structures	Yes	Barry O'Young
	City/Bothell	2017	\$ 1,984,505.00	90	Nduta Mbuthia	N/A	425-806-6829	Excavation	No	Barry O'Young

4. The Supplementary Instructions to Bidders (Section 00 22 13) states experience requirements for the Structural Steel Subcontractor. List project(s) that show that Structural Steel Subcontractor has this experience:

<u>PROJECT NAME AND SIZE</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT AMOUNT</u>
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Scriber Creek Trail 2023 City of Lynnwood; Lynnwood, WA \$3,500,000.003

Scriber Lake Boardwalk 2024 City of Lynnwood; Lynnwood, WA \$7,500,000.00

Derby Creek Park; 2022; King County; Woodinville, WA \$2,000,000.00

Pat Carroll – **Superintendent**
PO Box 429
Maple Valley, WA 98038

CAREER EXPERIENCE

OMA Construction, Inc – Seattle, WA **2022 - Current**
General Superintendent

- General Superintendent for public works heavy civil construction company.
- Responsible for all day-to-day operations
- Subcontractor monthly pay estimates Approval

Recent Projects as General Superintendent Role:

- 2025 – 100th Ave NE; Kirkland, Washington
 - [Link](#)
- 2025 – Market Street; Kirkland, Washington
- 2024 – Twanoh Creek Fish Barrier
 - [Link](#)
- 2023 – Lower Issaquah Creek Stream and Riparian Habitat Enhancement Project
 - [Link](#)
- 2023 - 61st Mukilteo Culvert Replacement
 - [Link](#)
- 2023 - Willis Street; Kent, WA
- 2023 – Derby Creek Fish Passage *\$2 mil*
 - [Link](#)

- Scriber Trail \$7.5 mil
- Scriber Boardwalk \$3.5 mil

Tri-State Construction – Bellevue, WA **1980 - 2018**
General Superintendent

- General Superintendent for public works heavy civil construction company.
- Responsible for all day-to-day operations
- Subcontractor monthly pay estimates Approval

REFERENCES AVAILABLE UPON REQUEST

SECTION 00 45 39 - RCW 35.22.650 CERTIFICATION

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

RCW 35.22.650

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

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

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

- I. Bidder confirms that it actively solicits employment of minority group members.
 Yes _____ [yes or no]

- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: 10% _____ [state estimated percentage]

- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 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*
JMR Trucking	PO BOX 78024 Seattle, WA 98178	Trucking	M3M0017511

*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: 02/17/2026

END OF SECTION 00 45 39











Lowell Riverfront Trail Improvements_Final for Signature.SD


Final Audit Report

2026-04-13

Created:	2026-04-07
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABVgZrWOfdsg--5MZvI9h9UWu1j6d1Eq8

"Lowell Riverfront Trail Improvements_Final for Signature.SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-04-07 - 10:30:59 PM GMT
-  Document emailed to Katherine Phillips (kphillips@everettwa.gov) for approval
2026-04-07 - 10:31:41 PM GMT
-  Email viewed by Katherine Phillips (kphillips@everettwa.gov)
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-  Document approved by Katherine Phillips (kphillips@everettwa.gov)
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-  Document emailed to Brandon Akers (b.akers@omaconstruction.com) for signature
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-  Email viewed by Brandon Akers (b.akers@omaconstruction.com)
2026-04-07 - 10:41:07 PM GMT
-  Document e-signed by Brandon Akers (b.akers@omaconstruction.com)
Signature Date: 2026-04-08 - 4:15:18 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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Signature Date: 2026-04-13 - 5:41:36 PM GMT - Time Source: server

 Agreement completed.

2026-04-13 - 5:41:36 PM GMT