

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 Specialty Equipment Inc. (SEI) DBA Neptune General Contractors (“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: “Greely Street Water Quality Retrofit” (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://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2085120&searchid=57fcf42b-4c1d-447d-8136-ffad62365ade&dbid=0 This is a 325-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.06 15:46:29 -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 shall be achieved within forty-five (45) working days after the effective date of the Notice to Proceed. Physical completion shall be within twenty (20) working days after the actual date of issuance of substantial completion.

3. Liquidated Damages. The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the work in all respects and have it ready for use by the substantial completion date stated. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages as computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, for each and every working day required to accomplish substantial completion of the work in excess of the period established above for substantial completion. For overruns in contract time occurring after the physical completion date, liquidated damages shall be assessed at the rate computed in Section 1-08.9 of the Standard Specifications, as may be amended by the Special Provisions, until the work is physically complete.

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

	\$475,187.00
+ WA Sales Tax (as applicable)	\$0
Contract Sum	\$475,187.00

This is based on the proposal/bid submitted by Contractor dated March 3, 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.

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

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

7. Vacant

8. Indemnification.

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

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

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

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

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

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

10. Repair of Damage. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

11. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

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

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

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**CITY OF EVERETT
WASHINGTON**



By: _____
Cassie Franklin, Mayor

ATTEST:



Office of the City Clerk

04/14/2026

Date

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
(9.21.23)

CONTRACTOR:

**SPECIALTY EQUIPMENT INC. (SEI) DBA NEPTUNE GENERAL
CONTRACTORS**

Raven Tomasko

By: _____
Signature

Typed/Printed Name of Signer: Raven Tomasko

Title of Signer: Contracts Administrator

Date: **04/07/2026**

ATTACHMENT TO CONTRACT



PUBLIC WORKS

CITY OF EVERETT, WASHINGTON
SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR

Greely Street Water Quality Retrofit

WORK ORDER # UP 3817

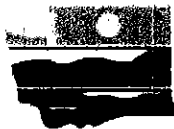
January 2026

Prepared By: Emily Coba, EIT
and Erik Emerson, PE



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City of Everett Public Works
3200 Cedar Street
Everett, WA 98201



DEPARTMENT OF
ECOLOGY
State of Washington

Funded in part by the Washington State
Department of Ecology

CITY OF EVERETT SPECIAL PROVISIONS

DIVISION P - PROPOSAL
CITY OF EVERETT, WASHINGTON
GREELY STREET WATER QUALITY RETROFIT
WORK ORDER # UP3817

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 a stormwater treatment facility, with associated pipe and structures, 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.

Greely St. Water Quality Retrofit
Work Order No. UP3817

Division P - PROPOSAL
SP - 12

January 2026

CITY OF EVERETT SPECIAL PROVISIONS

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CITY OF EVERETT SPECIAL PROVISIONS

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.

BID SCHEDULE

BIDDER: SEI-Neptune General Contractors

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	LS	1	\$32,726. ⁰⁰	\$32,726. ⁰⁰
2	Surveying	LS	1	\$7,000. ⁰⁰	\$7,000. ⁰⁰
3	Record Drawings	LS	1	\$2,000. ⁰⁰	\$2,000. ⁰⁰
4	SPCC Plan	LS	1	\$1,000. ⁰⁰	\$1,000. ⁰⁰
5	Force Account/Unexpected Conditions	FA	1	\$40,000.00	\$40,000.00
6	Traffic Control Labor	HR	40	\$105. ⁰⁰	\$4,200. ⁰⁰
7	Maintenance & Protection of Traffic Control	LS	1	\$8,780. ⁰⁰	\$8,780. ⁰⁰
8	Street Cleaning & Sweeping	HR	20	\$160. ⁰⁰	\$3,200. ⁰⁰
9	Trench Excavation Safety Systems	LS	1	\$4,440. ⁰⁰	\$4,440. ⁰⁰ (P)
10	Erosion/Water Pollution Control	LS	1	\$3,780. ⁰⁰	\$3,780. ⁰⁰
11	Saw Cutting Existing Improvements	LF	230	\$9. ⁰⁰	\$2,070. ⁰⁰
12	Removal of Structures and Obstructions	LS	1	\$8,636. ⁰⁰	\$8,636. ⁰⁰
13	Crushed Surfacing Base Course	TON	162	\$74. ⁰⁰	\$11,988. ⁰⁰
14	Gravel Borrow	TON	176	\$57. ⁰⁰	\$10,032. ⁰⁰
15	Schedule A Storm Sewer Pipe, 12 In. Dia.	LF	179	\$78. ⁰⁰	\$13,962. ⁰⁰
16	Schedule A Storm Sewer Pipe, 18 In. Dia.	LF	38	\$119. ⁰⁰	\$4,522. ⁰⁰
17	Ductile Iron Storm Sewer Pipe, 12 In. Dia.	LF	13	\$223. ⁰⁰	\$2,899. ⁰⁰
18	Catch Basin, Type 1	EA	3	\$2,500. ⁰⁰	\$7,500. ⁰⁰

CITY OF EVERETT SPECIAL PROVISIONS

PROPOSAL SIGNATURE SHEET

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

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

Name	Title	Address
JAY TOMASKO	GM	PO Box 495, Anacortes, WA 98221
RAVEN TOMASKO	Contracts Administrator	PO Box 495 Anacortes, WA 98221

Bidder acknowledges receipt of Addenda _____ through _____

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

In preparing this Bid, Bidder is especially directed to consider Section 7-06 Water Quality Treatment Structures 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: Specialty Equipment Inc (SEI) D.B. A. Neptune General Contractors

State of Washington Contractor's License No. NEPTUGC 811DQ

Signature of Bidder's Authorized Agent: [Signature]

City and State Where Signed: Anacortes, WA

Email Address of Bidder's Authorized Agent: Raven@NGCNW.com

CITY OF EVERETT SPECIAL PROVISIONS

SUBCONTRACTORS FORM

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

CITY OF EVERETT SPECIAL PROVISIONS

Type/Scope of Work	Name and Address of Subcontractor/Or Bidder and License Number
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

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	SEI (Neptune General Contractors (Bidder) PO Box 495, Anacortes, WA
REBAR INSTALLATION Subcontractor, bidder or "no work" MUST be stated	SEI/Neptune General Contractors (Bidder) PO Box 495, Anacortes, WA

CITY OF EVERETT SPECIAL PROVISIONS

SECTION 00 4539 – RCW 35.22.650 CERTIFICATION

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

RCW 35.22.650

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

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

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

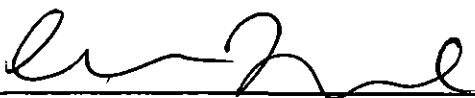
- I. Bidder confirms that it actively solicits employment of minority group members.
yes [yes or no]
- II. Please estimate the percentage of Bidder's employees on this Project that will be made up of minority group members: 5% [state estimated percentage]
- III. Please estimate the percentage of goods 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):

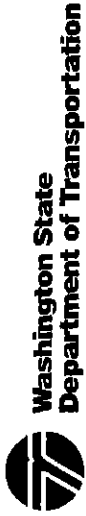
CITY OF EVERETT SPECIAL PROVISIONS

Minority Business Name	Address	Goods or Services Involved	Certification Number*
Hughes Group LLC	3701 So Lawrence St Tacoma, WA 98409	Traffic Control	561990
AAA Contractors Inc.	24816 Pacific Hwy South, Kent, WA 98032	Excavation, Trucking, Paving, Retaining wall	238910, 484220, 237310, 238140
<p>*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.</p>			

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: 3/3/2026



Bidder Questionnaire

Agency Name City of Everett		Federal Aid Number				
Prime Contractor Name SEI - Neptune General Contractors		Contract Number VP3817				
Contract Name Greely Street Water Quality Retrofit, City of Everett, WA						
Firm/Subcontractor Name	Address (incl. Zipcode)	DBE Status	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
AAA Contractors Inc	24816 Pacific Hwy South Kent, Wa	DBE	238140	Retaining Walls	2009	\$3-6 million
			237990	Earth Retention Systems		
			484220	Dump Trucking		
			238910	Excavating		
			237310	Asphalt Paving		
			423320	Brick, Stone		

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Pavitampal Purewal - Pres _____ President _____ 3/3/2026
 Prime Contractor Representative Title Date

DOT Form 272-022 Revised 12/2025
 • Previous Versions Obsolete • **SEI Neptune** **Contracts Admin** **3/3/2026**

CITY OF EVERETT SPECIAL PROVISIONS

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

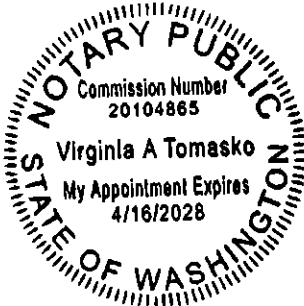
The Undersigned, being first duly sworn, on oath says that the Bid above submitted is a genuine and not a sham of collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the Bidder has not directly or indirectly induced or solicited any 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.

SEI-Neptune General Contractors
Firm Name

[Signature]
Authorized Signature

SUBSCRIBED and SWORN to before me this 2 day of March, 2026.

Virginia Tomasko, Virginia Tomasko
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes



My commission expires: 4/16/2028

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

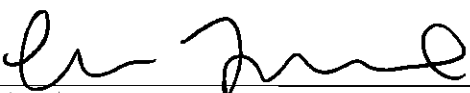
The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CITY OF EVERETT SPECIAL PROVISIONS

BID DEPOSIT

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

- Certified check
- Cashier's check
- Bid Bond


Signature

BID BOND

Bond No. N/A

Project: Greely Street Water Quality Retrofit

W.O. #: UP3817

KNOW ALL MEN BY THESE PRESENTS,

that Specialty Equipment LLC dba Neptune General Contractors [Contractor], a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and United Fire & Casualty Company [Surety], a corporation organized under the laws of the State of Iowa and registered to transact business in the State of Washington, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Everett, Washington, hereinafter called "City", and are similarly held and bound unto the City in the sum of Five percent of total amount bid and /100's Dollars (\$ 5%), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

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

It is expressly understood and agreed that:

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.

Greely St. Water Quality Retrofit
Work Order No. UP3817

Division P – PROPOSAL
SP – 23

January 2026

CITY OF EVERETT SPECIAL PROVISIONS

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

CITY OF EVERETT SPECIAL PROVISIONS



BIDDER	SURETY
SEI- Neptune General Contractors Bidder's Name	United Fire & Casualty Company (seal) Surety's Name and Corporate Seal
By: <u>[Signature]</u> - Contracts Admin Signature, Title, and Date 3/31/2026	By: <u>[Signature]</u> Attorney-in-fact 2/24/26 Signature, Title, and Date
Address: <u>PO Box 495, Anacortes,</u> <u>WA 98221</u>	Address: <u>118 Second Ave SE</u> <u>Cedar Rapids, IA 52401</u>
Attest: _____ Signature, Title and Date	Attest: _____ Signature, Title and Date



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

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

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

ADAM DICKSON, JOSEPH TEJEDA, COLLIN CRISP, BRANDEN WARREN, MALLORY VISSER, TARYN SCHRAM VON HAUPT, KEVIN BAILEY, MELISSA BOWEN, TROY HASKELL, ALEXA DEBOER, DANIEL KLEIN, KENDRA HEM, EACH INDIVIDUALLY

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

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

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

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of November, 2025

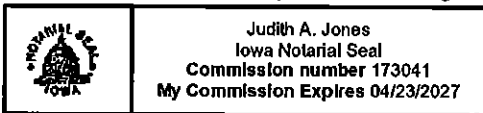
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President



State of Iowa, County of Linn, ss:

On 1st day of November, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



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

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 24th day of February, 2026



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



SEI/ Neptune General Contractors

PO Box 495, Anacortes WA 98221

Shop/Office 12707 Quantum Lane Bldg. #4

360-661-7990 Jay - jay@seipnw.com

WAGC- NEPTUGC811DQ



SEI/NGC Upland Project References

Skagit Co. Public Works – Barrel Springs and Dry Creek Restoration

- **Project Scope:** Remove 3 culverts, Install 1 bridge on Dry Creek, 1 bridge and 1 arch culvert on Barrel Springs, 3 ELJ structures with 500 LF of creek restoration.
- SCPW – Emily Derene – 360-708-5045
- General Contractor- Specialty Equipment/Neptune General Contractors
- Contract Amount \$996,866.00
- Contract start Date:7/15/25
- Estimated Completion Date:8/30/26

Lummi Nation – Skookum Creek Hatchery EDFRO Project

- **Project Scope:** Install new hatchery channel- 4300 CY Exc. Build new channel features, Install 9 new ELJ structures and an emergency fish weir structure.
- LIBC – Tom Chance – 360-303-1826
- General Contractor- Specialty Equipment/Neptune General Contractors
- Contract Amount \$592,511.23
- Contract start Date:7/15/25
- Estimated Completion Date:7/30/26

Lummi Nation – Skookum Creek Hatchery Road and Intake Imp. Project- Phases 1- 3

- **Phase 1 Project Scope:** Removal of the existing road, installation of a new Fish Screen structure, new 36" Hatchery water supply line, New # 3" HDPE HP air service, new retaining wall and road to the intake structure. stream bypass and restoration.
- LIBC – Steve Steffens- 303-378-8181
- General Contractor- Specialty Equipment/Neptune General Contractors
- Contract Amount \$1,856,049.00
- Contract start Date:10/15/22
- Estimated Completion Date:8/30/24
- **Phase 2 & 3 Project Scope:** Select removal of the existing intake structure, modification of the intake structure, new mechanical, new overshot gates, boulder weirs, stream bypass and restoration.
- Contract Amount \$2,367,875.00
- Contract start Date:9/24/24
- Estimated Completion Date:11/30/25
- Total Contract amount Phase 1-3 \$4,223,924.00

WDFW – Kendall Creek Hatchery Improvement Project

- **Project Scope:** Removal of an existing adult rearing pond, installation of a new PRAS System including Drum Filter & Building, New Head Tank, pumps, CO2 Scrubber and water supply line, 6 new Reiff 20' round tanks and all associated piping and pumps.
- WDFW – Luke Smith- 564-669-9485
- General Contractor- Specialty Equipment/Neptune General Contractors
- Contract Amount \$2,780,000
- Contract start Date:4/15/24
- Estimated Completion Date:6/30/25

City of Bellingham – Arroyo Creek Bridge Replacement

- **Project Scope:** Removal of the existing bridge and replacement with a new bridge, site and stream restoration.
- City of Bellingham, Gina Austin, 360-927-1601
- General Contractor- Neptune General Contractors
- Contract Amounts \$198,927.00
- Contract start Date:8/15/23
- Completion Date:9/30/23

City of Bellingham – Whatcom Falls Trestle Removal

- **Project Scope:** Removal of the 100-year-old Whatcom Falls Trestle, site and stream restoration.
- City of Bellingham, Gina Austin, 360-927-1601
- General Contractor- Neptune General Contractors
- Contract Amounts \$270,368.00
- Contract start Date:8/1/32
- Completion Date:8/15/23

City of Mercer Island – Luther Burbank Park Shoreline Restoration

- Project Scope: Grub and clearing, trail excavation, install new water utilities, new trail and shoreline restoration.
- City of Mercer Island – Paul West- 206-275-7833
- General contractor- Specialty Equipment/ Neptune General Contractors
- Contract Amount \$376,369.00
- Contract start Date:4/10/23
- Completion Date: 8/10/23

San Juan County – Fish Tap Creek Culvert Replacement

- Project Scope: Grub and clearing, mass excavation, install bypass road, install new box culvert, stream diversion and restoration, road replacement and paving.
- SJCPW – Tom Eisenbast- 360-643-7906
- General contractor- Specialty Equipment/ Neptune General Contractors
- Contract Amount \$691,930.00
- Contract start Date:2/9/23
- Completion Date: 5/10/23

City of Bellingham – Cemetery Creek Bridge Replacement

- Project Scope: Install New Pedestrian Bridge with footings trails and minor stream diversion.
- City of Bellingham, Gina Austin, 360-927-1601
- General Contractor- Neptune General Contractors
- Contract Amounts \$282,346.00
- % of Contract Completed by SEI/NGC: 100%
- Contract start Date:1/2022
- Completion Date:3/2022

City of Mercer Island – East Mercer Way Landslide Repairs

- Project Scope: Cleanup of the existing slide area, installation of a new soldier pile wall, backfill, Guardrail, and site restoration.
- City of Mercer Island – Clint Morris- 206-999-8041
- General Contractor- Neptune General Contractors
- Contract Amount \$233,266.00
- Contract start Date:6/2/21
- Completion Date:6/25/21

Washington State Dept. of Natural Resources – Whalen Creek Project

- Project Scope: Construction of a fish passage by removing an existing culvert, 3800 cy of fill and installing new sheet pile abutments, bridge abutments and new bridge, that were supplied by the owner.
- DNR- Sandra Swenson- 360-902-1200
- General Contractor- Neptune General Contractors
- Contract Amount \$193,000.00
- Contract start Date:6/19
- Completion Date:9/19











3817 Greely St WQ Retrofit Construction_Final for Signature.SD


Final Audit Report

2026-04-15


Created:	2026-04-07
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACCN4TVV2ZdAqG47fts00FKLYyaZ-Vsfw

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