

**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 KLB Construction, LLC, (the “**Contractor**”).

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and/or appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: “Port Gardner Storage Facility – West Marine View Drive Storm and Combined Sewer-Construction Package 2” (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  (Because of the size of the Contract Documents, the pdf is in multiple parts, each with its own link.)	Vol 1:  <a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090384&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090384&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0</a>  This is a 424-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.21 11:30:33 -07’00’
	Vol 2:  <a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090390&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090390&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0</a>  This is a 469-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.21 11:35:41 -07’00’
	Vol 3:  <a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090397&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090397&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0</a>  This is a 143-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.21 11:42:32 -07’00’

<p>Vol 4 – 1:</p> <p><a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090685&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090685&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0</a></p> <p>This is a 1716-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.22 10:44:24 -07’00’</p>
<p>Vol 4 – 2:</p> <p><a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090779&amp;searchid=daa9f466-de34-4cbd-8077-aa22aaf102c6&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090779&amp;searchid=daa9f466-de34-4cbd-8077-aa22aaf102c6&amp;dbid=0</a></p> <p>This is a 1718-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.22 10:50:22 -07’00’</p>
<p>Vol 4 – 3:</p> <p><a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090857&amp;searchid=5487f4b3-5ba7-4625-baec-bab7085221e1&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090857&amp;searchid=5487f4b3-5ba7-4625-baec-bab7085221e1&amp;dbid=0</a></p> <p>This is a 1716-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.22 11:09:57 -07’00’</p>
<p>Vol 4 – 4:</p> <p><a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090905&amp;searchid=4b99ce77-84d9-4ea3-a531-1d7ef7303b0f&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090905&amp;searchid=4b99ce77-84d9-4ea3-a531-1d7ef7303b0f&amp;dbid=0</a></p> <p>This is a 1719-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.22 11:13:59 -07’00’</p>
<p>Addenda:</p> <p><a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090410&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=2090410&amp;searchid=a08f325d-6560-4350-998b-5003bd41e8c3&amp;dbid=0</a></p> <p>This is a 178-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.22 12:17:13 -07’00’</p>

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 Three Hundred Fifty-Eight (358) Working 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 seven and a half percent (7.5%) 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:

	\$39,758,481.00
+ WA Sales Tax (as applicable)	\$3,936,089.62
Contract Sum	\$43,694,570.62

This is based on the proposal/bid submitted by Contractor dated March 03, 2026. A copy of this 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. Compliance with Project Labor Agreement.** Contractor agrees to be party to and bound by the terms and conditions of the Northwest Washington Building and Construction Trades Council Project Labor Agreement (PLA) included as an attachment to this Contract. The PLA is a Contract Document. By signing this Contract and the Letter of Assent, Contractor certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of the PLA. By signing this Contract, Contractor agrees that it is thoroughly familiar with the requirements of the PLA and that no claim for additional compensation will be allowed that is based upon Contractor's lack of knowledge of these requirements. In the event of any conflict between the PLA and any other Contract Document, the PLA governs unless otherwise required by applicable law.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. Third-Party Beneficiary.** All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

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**CITY OF EVERETT  
WASHINGTON**

By: 

Cassie Franklin, Mayor

**04/29/2026**

Date

ATTEST:

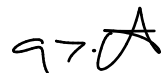


Office of the City Clerk

STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
(10.31.23)

**CONTRACTOR:**

**KLB CONSTRUCTION, LLC**



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

Typed/Printed Name of Signer: Corey T. Christensen

Title of Signer: Treasurer

Date: 04/29/2026

**ATTACHMENT TO CONTRACT**

**SECTION 00 41 13**

**BID FORM**

**PART 1 - GENERAL**

**1.1 BIDDER INFORMATION**

A. Project Title: Port Gardner Storage Facility – West Marine View Drive Storm and Combined Sewer – Construction Package 2

B. Project No.: **WO# UP-3815**

C. Date: March 3, 2026

D. Submitted by: KLB Construction LLC

E. Company Name and Address

KLB Construction LLC  
PO Box 158  
Mukilteo, WA 98275

**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 prices listed in this Bid Form.

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

All applicable federal taxes are included, and State of Washington taxes are excluded from the Unit Prices.

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

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
1	Mobilization And Demobilization <sup>a</sup>	LS	1	N/A	<u>\$3,200,000.00</u>
2	Traffic Control <sup>a</sup>	LS	1	N/A	<u>\$500,000.00</u>
3	Trench Safety System <sup>a</sup>	LS	1	N/A	<u>\$70,000.00</u>
4	Temporary Erosion and Sediment Control <sup>a</sup>	LS	1	N/A	<u>\$190,000.00</u>

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
5	BNSF Trenchless Crossing (C-2801 to C-2805) <sup>a</sup>	LS	1	N/A	\$2,440,000.-
6	16" W Relocation	LS	1	N/A	\$1,050,000.-
7	Construct Sanitary Sewer 48" SS FRP Lower Norton East	LF	557	\$1,085.-	\$604,345.-
8	Construct Carrier Pipe 48" SS FRP BNSF (C-2106)	LF	162	\$1,160.-	\$187,920.-
9	Construct Sanitary Sewer 48" SS FRP Lower Norton	LF	797	\$995.-	\$793,015.-
10	Construct Accessway and Manhole SSMH008 (C-2106)	EA	1	\$36,000.-	\$36,000.-
11	Construct Drop Structure and Manhole SSMH009A (C-2106)	EA	1	\$36,000.-	\$36,000.-
12	Construct Accessway and Manhole SSMH009 (C-2107)	EA	1	\$40,000.-	\$40,000.-
13	Construct Accessway and Manhole SSMH0010 (C-2107)	EA	1	\$43,000.-	\$43,000.-
14	Construct Accessway and Manhole SSMH0011 (C-2109)	EA	1	\$43,000.-	\$43,000.-
15	Construct Plant Connection 48" SS (C-2109 & C-2351)	LS	1	N/A	\$58,000.-
16	Construct Sanitary Sewer 30" SS FRP Lower Norton (PGSF Frontage)	LF	442	\$985.-	\$435,370.-
17	Construct Sanitary Sewer 30" SS FRP Lower Norton	LF	713	\$1,135.-	\$809,255.-
18	Construct Sanitary Sewer 30" FRP SS Lower Norton	LF	1,831	\$760.-	\$1,391,560.-
19	Construct Accessway and Manhole SSMH200 (C-2110)	EA	1	\$32,000.-	\$32,000.-
20	Construct Accessway and Manhole SSMH201 (C-2111)	EA	1	\$36,000.-	\$36,000.-

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
21	Construct Accessway and Manhole SSMH202 (C-2112)	EA	1	\$37,000.00	\$37,000.00
22	Construct Accessway and Manhole SSMH203 (C-2114)	EA	1	\$36,000.00	\$36,000.00
23	Construct Accessway and Manhole SSMH204 (C-2115)	EA	1	\$35,000.00	\$35,000.00
24	Plant Connection 24" SS (C-2109 & C-2351)	LS	1	N/A	\$98,000.00
25	Plant Connection 16" SS (C-2109 & C-2352)	LS	1	N/A	\$63,000.00
26	Plant Connection 48" SD C-2309, STA 40+09.25 to STA 40+49.40 "	LS	1	N/A	\$400,000.00
27	Construct Sanitary Sewer 24" SS C900 or FRP Lower Norton East	LF	499	\$920.00	\$459,080.00
28	Construct Carrier Pipe 24" SS C900 or FRP BNSF (C-2207)	LF	169	\$290.00	\$49,010.00
29	Construct Sanitary Sewer 24" SS C900 or FRP Lower Norton	LF	1,104	\$789.00	\$871,056.00
30	Construct Sanitary Sewer 24" SS C900 or FRP (Plant Connection) (C-2209)	LS	1	N/A	\$46,000.00
31	Construct Sanitary Sewer Manhole SSMH100 (C-2206)	EA	1	\$96,000.00	\$96,000.00
32	Construct Sanitary Sewer Manhole SSMH101 (C-2206)	EA	1	\$34,000.00	\$34,000.00
33	Construct Sanitary Sewer Manhole SSMH102 (C-2206)	EA	1	\$32,000.00	\$32,000.00
34	Construct Sanitary Sewer Manhole SSMH103 W/ 24" Outside Drop (C-2207)	EA	1	\$82,000.00	\$82,000.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
35	Construct Sanitary Sewer Manhole SSMH104 (C-2207)	EA	1	\$ <u>32,000.</u> -	\$ <u>32,000.</u> -
36	Construct Sanitary Sewer Manhole SSMH105 (C-2208)	EA	1	\$ <u>33,000.</u> -	\$ <u>33,000.</u> -
37	Construct Sanitary Sewer Manhole SSMH106 (C-2209)	EA	1	\$ <u>40,000.</u> -	\$ <u>40,000.</u> -
38	Construct Sanitary Sewer Manhole SSMH107 (C-2209)	EA	1	\$ <u>41,000.</u> -	\$ <u>41,000.</u> -
39	Construct Sanitary Sewer Manhole SSMH108 W/ 24" Outside Drop (C-2209)	EA	1	\$ <u>36,000.</u> -	\$ <u>36,000.</u> -
40	Construct Sewer Force Main 20" HDPE Open Cut (C-2210 & C-2211)	LF	687	\$ <u>325.</u> -	\$ <u>223,275.</u> -
41	Construct Sewer Force Main 18" HDPE Slipline (C-2211 TO C-2213)	LF	602	\$ <u>500.</u> -	\$ <u>301,000.</u> -
42	Construct Access Pit HDPE Slipline (C-2211)	LS	1	N/A	\$ <u>105,000.</u> -
43	Construct Sanitary Sewer 36" SS FRP 20 <sup>th</sup> St (C-2213)	LF	60	\$ <u>1,100.</u> -	\$ <u>66,000.</u> -
44	Construct Sanitary Sewer Manhole SSMH300 (C-2213)	EA	1	\$ <u>42,000.</u> -	\$ <u>42,000.</u> -
45	Cast-in-Place Structure - Transition Structure Replacement (C-2213)	LS	1	N/A	\$ <u>280,000.</u> -
46	Construct Sanitary Sewer Manhole SSMH400 (C-2214)	EA	1	\$ <u>76,000.</u> -	\$ <u>76,000.</u> -
47	Construct Sanitary Sewer Manhole SSMH401 (C-2215)	EA	1	\$ <u>79,000.</u> -	\$ <u>79,000.</u> -

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
48	Construct Sanitary Sewer Manhole SSMH402 (C-2215)	EA	1	\$85,000.-	\$85,000.-
49	Construct Sanitary Sewer 12" SS PVC (C-2214 & C-2215)	LF	512	\$325.-	\$166,400.-
50	Construct Storm Drain 48" SD FRP Lower Norton East <sup>a</sup>	LF	570	\$1,135.-	\$646,950.-
51	Construct Carrier Pipe 48" SD FRP BNSF <sup>a</sup> (C-2307)	LF	170	\$600.-	\$102,000.-
52	Construct Storm Drain 48" SD FRP Lower Norton <sup>a</sup>	LF	1135	\$1,000.-	\$1,135,000.-
53	Construct Accessway and Manhole SDMH504 <sup>a</sup> (C-2306)	EA	1	\$36,000.-	\$36,000.-
54	Construct Accessway and Manhole SDMH505 <sup>a</sup> (C-2306)	EA	1	\$36,000.-	\$36,000.-
55	Construct Drop Structure and Manhole SDMH507 <sup>a</sup> (C-2307)	EA	1	\$36,000.-	\$36,000.-
56	Construct Accessway and Manhole SDMH508 <sup>a</sup> (C-2307)	EA	1	\$42,000.-	\$42,000.-
57	Construct Accessway and Manhole SDMH509 <sup>a</sup> (C-2309)	EA	1	\$36,000.-	\$36,000.-
58	Construct Storm Drain 48" SD FRP Lower Norton (PGSF Frontage) <sup>a</sup>	LF	221	\$1,005.-	\$222,105.-
59	Construct Storm Drain 48" SD Lower Norton w/12" Detention Pipe Replacement <sup>a</sup>	LF	682	\$1,185.-	\$808,170.-
60	Construct Storm Drain 48" SD FRP Lower Norton <sup>a</sup>	LF	1,581	\$1,020.-	\$1,612,620.-
61	Construct Accessway and Manhole SDMH600 <sup>a</sup> (C-2310)	EA	1	\$36,000.-	\$36,000.-

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
62	Construct Accessway and Manhole SDMH601 <sup>a</sup> (C-2311)	EA	1	\$ <u>36,000.</u> -	\$ <u>36,000.</u> -
63	Construct Accessway and Manhole SDMH602 <sup>a</sup> (C-2312)	EA	1	\$ <u>37,000.</u> -	\$ <u>37,000.</u> -
64	Construct Accessway and Manhole SDMH603 <sup>a</sup> (C-2314)	EA	1	\$ <u>37,000.</u> -	\$ <u>37,000.</u> -
65	Grand Avenue Bridge - 36" SD open-cut <sup>a</sup>	LS	1	N/A	\$ <u>360,000.</u> -
66	Grand Avenue Bridge - Stand Pipe (CD-2606) <sup>a</sup>	LS	1	N/A	\$ <u>360,000.</u> -
67	12" SD Detention Pipe Replacement (C-2353) <sup>a</sup>	LS	1	N/A	\$ <u>145,000.</u> -
68	PRETREATMENT UNIT #2A (Oil Water Separator) (C-2350) <sup>a</sup>	LS	1	N/A	\$ <u>55,000.</u> -
69	Construct Sanitary Sewer Cleanouts (SSCO-1 and SSCO-2)	EA	2	\$ <u>4,300.</u> -	\$ <u>8,600.</u> -
70	Flow Meter Vault Demolition (C-2110, C-2064 & CD-2603)	LS	1	N/A	\$ <u>9,900.</u> -
71	NAVY 12" FM Replacement	LS	1	N/A	\$ <u>150,000.</u> -
72	Bentonite Trench Cut-off Wall	CY	800	\$ <u>645.</u> -	\$ <u>516,000.</u> -
73	Over-excavation Trench stabilization (Section 31 23 00)	CY	8,000	\$ <u>150.</u> -	\$ <u>1,200,000.</u> -
74	Storm Water Treatment Equipment Area 40 <sup>a</sup>	LS	1	\$ <u>1,030,000.</u> -	\$ <u>1,030,000.</u> -
75	Contaminated Soil Removal, Disposal and Replacement	Ton	8,000	\$ <u>105.</u> -	\$ <u>840,000.</u> -
76	Decommission Monitoring Wells	EA	8	\$ <u>2,000.</u> -	\$ <u>16,000.</u> -
77	Drilled Micropiles	LS	1	N/A	\$ <u>150,000.</u> -
78	Temporary soldier pile wall	LS	1	N/A	\$ <u>1,010,000.</u> -

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
79	Vibration and Settlement Monitoring - BNSF Trenchless Crossing	LS	1	N/A	<u>\$35,000.-</u>
80	Vibration and Settlement Monitoring - South of BNSF Crossing	LS	1	N/A	<u>\$35,000.-</u>
81	Vibration and Settlement Monitoring - North of BNSF Crossing	LS	1	N/A	<u>\$35,000.-</u>
82	Apprenticeship Incentive/Penalty	LS	1	\$5,000	\$5,000
83	Record Drawings	LS	1	N/A	\$500,000
84	Surface Restoration AC Pavement over Concrete Panel Replacement WMVD & 25 <sup>th</sup> Street (C-2401) <sup>a</sup>	SY	356	<u>\$ 345.-</u>	<u>\$122,820.-</u>
85	Surface Restoration Mill and Overlay WMVD & 25th Street (C-2401) <sup>a</sup>	SY	1108	<u>\$ 22.<sup>50</sup></u>	<u>\$24,930.-</u>
86	Surface Restoration AC Pavement Replacement (FULL DEPTH) Lower Norton Ave - East (C-2401) <sup>a</sup>	SY	1176	<u>\$ 151.-</u>	<u>\$177,576.-</u>
87	Surface Restoration Mill and Overlay Lower Norton Ave - East (C-2401) <sup>a</sup>	SY	1536	<u>\$ 23.-</u>	<u>\$35,328.-</u>
88	Surface Restoration AC Pavement Replacement (FULL DEPTH) Norton Terminal No Geogrid (C-2401 & C-2402) <sup>a</sup>	SY	447	<u>\$ 133.-</u>	<u>\$59,451.-</u>
89	Surface Restoration AC Pavement Replacement (FULL DEPTH) Norton Terminal Multiple Layer Geogrid (C-2401 & C-2402) <sup>a</sup>	SY	1477	<u>\$ 127.-</u>	<u>\$187,579.-</u>
90	Surface Restoration Mill and Overlay Norton Terminal PE Area 4 (G-2014)	SY	5065	<u>\$ 19.<sup>50</sup></u>	<u>\$98,767.<sup>50</sup></u>
91	Surface Restoration Mill and Overlay Norton Terminal TCE Area 3 (G-2014)	SY	2250	<u>\$ 20.-</u>	<u>\$45,000.-</u>

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
92	Surface Restoration Mill and Overlay Norton Terminal TCE Area 2 (G-2014)	SY	11514	\$ <u>20</u> . -	\$ <u>230,280</u> . -
93	Surface Restoration AC Pavement Replacement (FULL DEPTH) Lower Norton Ave (C-2402 - C-2403) <sup>a</sup>	SY	2078	\$ <u>128</u> . -	\$ <u>265,984</u> . -
94	Surface Restoration Mill and Overlay Lower Norton Ave (C-2402 - C-2403) <sup>a</sup>	SY	3739	\$ <u>20</u> . <u>50</u>	\$ <u>76,649</u> . <u>50</u>
95	Surface Restoration AC Pavement Replacement (FULL DEPTH) WMVD (C-2403 - C-2405) <sup>a</sup>	SY	3610	\$ <u>153</u> . -	\$ <u>552,330</u> . -
96	Surface Restoration Mill and Overlay WMVD (C-2403 - C-2405) <sup>a</sup>	SY	8850	\$ <u>20</u> . <u>50</u>	\$ <u>181,425</u> . -
97	Surface Restoration AC Pavement Replacement (FULL DEPTH) 20 <sup>th</sup> Street (C-2406)	SY	120	\$ <u>128</u> . -	\$ <u>15,360</u> . -
98	Surface Restoration Mill and Overlay 20 <sup>th</sup> Street (C-2406)	SY	325	\$ <u>19</u> . -	\$ <u>6,175</u> . -
99	Pile Removal and Disposal	EA	500	\$ <u>367</u> . -	\$ <u>183,500</u> . -
100	Pile Removal and Disposal Adjustment (length >40-ft)	LF	1000	\$ <u>7</u> . <u>30</u>	\$ <u>7,300</u> . -
101	Norton Terminal Access and Security	LS	1	N/A	\$ <u>645,000</u> . -
102	Norton Terminal Removal of Structures and Obstructions	TON	3500	\$ <u>80</u> . -	\$ <u>280,000</u> . -
103	Force Account (Section 00 72 00)	FA	N/A	N/A	\$2,000,000
104	Force Account Groundwater Dewatering, Treatment, and Disposal	FA	1	N/A	\$5,934,395
105	Traffic Control Flaggers (Time and Material)	HR	4,000	\$ <u>80</u> . -	\$ <u>320,000</u> . -
				SUBTOTAL	\$ <u>39,758,481</u> . -

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CONTRACT PRICE
				Washington State Sales Tax @ 9.9%	\$3,436,081. <sup>62</sup>
				TOTAL BID	\$43,694,570. <sup>62</sup>
<p>a. Bid item eligible to be funded in full or in part by the Washington State Department of Ecology stormwater grant.</p>					

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. Furnish the required 100% payment and 100% performance bonds in the form described in Contract Documents within 14 calendar days of receipt of Notice of Award.
  - 2. Submit to the City in pdf format the certificate of insurance and additional insured endorsements, per SECTION 007200 of the Contract Documents, within 14 calendar days of receipt of Notice of Award
  - 3. Execute the Contract within 3 business after receipt from the City's AdobeSign system.
  - 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.
- E. If this Project contains apprentice utilization requirements, then Bidder certifies:
 

For each public project completed by Bidder during the two-year period immediately preceding the date of this Bid solicitation, no awarding agency has made a final

determination that the Bidder failed, without good faith efforts approved by the awarding agency, to meet applicable project apprentice utilization requirements.

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 .01/16/26.....      Addendum No. 8, dated 02/26/26  
Addendum No.....2....., dated .01/28/26.....  
Addendum No.....3....., dated .02/10/26.....  
Addendum No.....4....., dated .02/13/26.....  
Addendum No. 5      dated 02/18/26  
Addendum No. 6      dated 02/18/26  
Addendum No. 7      dated 02/23/26

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 Corey T. Christensen 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. contracts@klbconstruction.com
- C. 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:

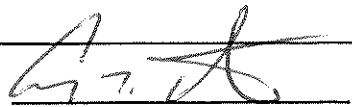
B. NAME	TITLE	ADDRESS
<u>Kelly Lynn Bosa</u>	<u>President</u>	<u>PO Box 158 Mukilteo, WA 98275</u>
<u>William Grady</u>	<u>Secretary</u>	<u>PO Box 158 Mukilteo, WA 98275</u>
<u>Corey T. Christensen</u>	<u>Treasurer</u>	<u>PO Box 158 Mukilteo, WA 98275</u>

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 3rd day of March, ~~2026~~ <sup>2026</sup> 3-3-26

Name of Bidder: KLB Construction LLC

Signature of Bidder's Authorized Agent: 

City and State Where Signed: Mukilteo, WA

Title: Treasurer

City of Everett  
PGSF WMVD Storm and Combined Sewer - Construction Package 2

00 41 13 - 12  
WO# UP-3815-02

Phone: (425) 297-9313

State of Incorporation Washington State Contractor's License No. KLBCOCL766OZ

Washington State N/A

Email address of Bidder's authorized Agent:

coreyc@klbconstruction.com

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**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 Bond  
Port Gardner Storage Facility West Marine View Drive  
Project: Storm and Combined Sewer - Construction Package 2  
Project No. WO# UP-3815-02

KNOW ALL MEN BY THESE PRESENTS,





that KLB Construction, LLC [Contractor], a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and Western Surety Company [Surety], a corporation organized under the laws of the State of South Dakota and registered to transact business in the State of Washington, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Everett, Washington, hereinafter called "City", and are similarly held and bound unto the City in the sum of Five Percent (5%) of the Total Amount Bid and /100's Dollars (\$ --5%--), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

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

It is expressly understood and agreed that:

- 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 D 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
<p>KLB Construction, LLC Bidder's Name</p>	<p>Western Surety Company (seal) Surety's Name and Corporate Seal</p>
<p>By:  Signature, Title, and Date 03/03/2026</p>	<p>By:  Signature, Title, and Date 03/03/2026 Susan B. Larson, Attorney-in-Fact</p>
<p>Address: PO Box 158 Mukilteo, WA 98275</p>	<p>Address: 10400 NE 4th St., Suite 900 Bellevue, WA 98004</p>
<p>Attest:  Signature, Title and Date 03/03/2026</p>	<p>Attest:  Signature, Title and Date 03/03/2026 Nicholas Fredrickson, Witness</p>

END OF SECTION

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of February, 2026.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
December 4, 2031



*K. Walsh*

K. Walsh, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of March, 2026.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**SECTION 00 43 36**

Subcontractor Identification Form

*CR 3-3-26*~~**PROPOSED 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.

Subcontractor Identification Form

*CR 3-3-26*

Type/Scope of Work	Name and Address of Subcontractor or Bidder and License Number
HEATING Subcontractor, bidder or "no work" <b>MUST</b> be stated	Holmberg Company 12001 SE 9th Place Suite 300 Bellevue, WA 98005 HOLMBC*066ME
VENTILATION AND AIR CONDITIONING Subcontractor, bidder or "no work" <b>MUST</b> be stated	Holmberg Company 12001 SE 9th Place Suite 300 Bellevue, WA 98005 HOLMBC*066ME
PLUMBING (as described in RCW Ch. 18.106) Subcontractor, bidder or "no work" <b>MUST</b> be stated	Holmberg Company 12001 SE 9th Place Suite 300 Bellevue, WA 98005 HOLMBC*794MF
ELECTRICAL (as described in RCW Ch. 19.28) Subcontractor, bidder or "no work" <b>MUST</b> be stated	Service Electric PO Box 1489 Snohomish, WA 98291 SERVIEC564RU

**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" <b>MUST</b> be stated	KLB Construction LLC
REBAR INSTALLATION Subcontractor, bidder or "no work" <b>MUST</b> be stated	KLB Construction LLC

**END OF SECTION 00 43 36**

Subcontractor Identification Form

*CPZ 3-3-26*

**SECTION 00 45 13**  
**BIDDER QUALIFICATION STATEMENT**

**PROJECT NAME:** Port Gardner Storage Facility West Marine View Drive Storm and Combined Sewer – Construction Package 2

**CONTRACTOR'S  
COMPANY NAME:**           KLB Construction LLC          

**DATE:**           March 3, 2026          

**ADDRESS:**           PO Box 158           **TELEPHONE:**           (425) 297-9318            
          Mukilteo, WA 98275          

The Bidder must document that the Bidder meets the Supplemental Responsibility Criteria in the Supplemental Instructions to Bidders (Section 00 22 13). The Bidder should provide additional sheets to fully describe referenced projects and experience.

1. The Supplemental Instructions to Bidders (Section 00 22 13) states that the Bidder must have successfully completed at minimum three projects within ten years prior to bid opening involving the construction of at least 1,000 continuous linear feet of buried stormwater or municipal wastewater pipeline having a minimum diameter of 30 inches and reaching a depth of at least 15 feet for the invert elevation for portions of the pipeline. Three separate projects must be used to satisfy this requirement. List the projects that show that Bidder has this experience.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
I-405, Lakehurst Creek Culvert Emergency Repair Project	2023	WSDOT	Bellevue, WA	\$5,591,952.03
NE 40th Street Stormwater Trunkline E. Extension	2019	City of Redmond	Redmond, WA	\$2,716,596.69
East Grand Ave. Sewer System Replacement and Stormwater 2016 Separation Project Phase 1		City of Everett	Everett, WA	\$6,145,421.06
West Marine View Drive Utilities	2019	City of Everett	Everett, WA	\$1,341,841.43

Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Matt Gill	Project Engineer	(360) 757-5999	GillMat@wsdot.wa.gov
Mike Haley	Project Manager	(425) 556-2843	mhaley@redmond.gov
Keith Alewine	Construction Manager	(425) 257-7225	KAlewine@everettwa.gov
Don Snyder	Construction Manager	(425) 257-8800	DLsnyder@everettwa.gov

(Continued on next page)

2. The Supplemental Instructions to Bidders (Section 00 22 13) states that the Bidder (or Project specialty subcontractor) must have successfully completed at minimum three trenchless pipeline installations within ten years prior to bid opening using pipe ramming, jacking, or microtunneling methods for stormwater or municipal wastewater conveyance pipelines with a carrier pipe diameter of at least 30 inches. At least two separate projects must be used to satisfy this requirement. List the projects that show the Bidder (or the Bidder's trenchless pipeline construction specialty subcontractor) has this experience.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
I-405, Lakehurst Creek Culvert Emergency Repair Project	2023	WSDOT	Bellevue, WA	\$5,591,952.03
East Grand Ave. Sewer System Replacement and Stormwater Separation Project Phase 1	2016	City of Everett	Everett, WA	\$6,145,421.06
W 4th Plain/ BNSF Xing Water Transmission Main	2025	City of Vancouver	Vancouver, WA	\$470,000.00
Terminal 4 Rail & Site Improvements	2025	Port of Grays Harbor	Aberdeen, WA	\$530,000.00
Phase 5A: Salmon Creek Treatment Plant Project #92-2015-0023	2023	Clark Regional Wastewater District	Vancouver, WA	\$2,300,000.00

(Continued on next page)

Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Matt Gill	Project Engineer	(360) 757-5999	GillMat@wsdot.wa.gov
Keith Alewine	Construction Manager	(425) 257-7225	KAlewine@everettwa.gov
Jarren Thoma	Project Manager	(360) 687-1148	jarrent@tapani.com
Dustin Johnson	Project Manager	(360) 532-5220	dustin@rogilns.com

3. The Supplemental Instructions to Bidders (Section 00 22 13) states that the Bidder must have successfully completed at minimum three projects within ten years prior to bid opening involving excavations reaching a depth of at least 20 feet, the installation of trench support systems, ground water pumping, and the handling and disposal of groundwater. Three separate projects must be used to satisfy this requirement. List the projects that show the Bidder has this experience.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
I-405, Lakehurst Creek Culvert Emergency Repair Project	2023	WSDOT	Bellevue, WA	\$5,591,952.03
Lakehurst Pipe Replacement Emergency Project	2024	City of Bellevue	Bellevue, WA	\$986,639.58
East Grand Ave. Sewer System Replacement and Stormwater Separation Project Phase 1	2016	City of Everett	Everett, WA	\$6,145,421.06

Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Matt Gill	Project Engineer	(360) 757-5999	GillMat@wsdot.wa.gov
Artemis Zafari	Construction Engineer	(425) 452-6456	AZafari@bellevuewa.gov
Keith Alewine	Construction Manager	(425) 257-7225	KAlewine@everettwa.gov

4. The Supplemental Instructions to Bidders (Section 00 22 13) states that the Bidder's project manager for the Project must have successfully supervised to completion at minimum one project within ten years prior to bid opening involving the construction of at least 1,000 continuous linear feet of buried stormwater or municipal wastewater pipeline having a minimum diameter of 30 inches and reaching a depth of at least 15 feet for the invert elevation for portions of the pipeline. List the project manager's name and projects that show that he or she has this experience.

Name: Brenden Johnson

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
East Grand Ave. Sewer System Replacement and Stormwater Separation Project Phase 1	2016	City of Everett	Everett, WA	\$6,145,421.06
West Marine View Drive Utilities	2019	City of Everett	Everett, WA	\$1,341,841.43

Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Keith Alewine	Construction Manager	(425) 257-7225	KAlewine@everettwa.gov
Don Snyder	Construction Manager	(425) 257-8800	DL.Snyder@everettwa.gov

5. The Supplemental Instructions to Bidders (Section 00 22 13) states that the Bidder's project manager for the Project must have successfully supervised to completion at minimum two projects involving excavations reaching a depth of at least 20 feet, the installation of trench support systems, ground water pumping, and the handling and disposal of groundwater. Two separate projects must be used to satisfy this requirement. List the projects that show the project manager Identified above has this experience.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
East Grand Ave. Sewer System Replacement and Stormwater Separation Project Phase 1	2016	City of Everett	Everett, WA	\$6,145,421.06
Everett Riverfront Development Project	2019	Shelter Holdings	Everett, WA	\$15,777,443.65

Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Keith Alewine	Construction Manager	(425) 257-7225	KAlewine@everettwa.gov
Andy Farrington	Project Manager	(206) 650-4187	Andy.Farrington@shelterholdings.com

6. The Supplemental Instructions to Bidders (Section 00 22 13) states that the Bidder's superintendent for the Project must have successfully supervised to completion at minimum one project within ten years prior to bid opening involving the construction of at least 1,000 continuous linear feet of buried stormwater or municipal wastewater pipeline having a minimum diameter of 30 inches and reaching a depth of at least 15 feet for the invert elevation for portions of the pipeline. List the superintendent's name and projects that show that he or she has this experience.

Name: Vincent Ford

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
East Grand Ave. Sewer System Replacement and Stormwater Separation Project Phase 1	2016	City of Everett	Everett, WA	\$6,145,421.06
West Marine View Drive Utilities	2019	City of Everett	Everett, WA	\$1,341,841.43

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Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Keith Alewine	Construction Manager	(425) 257-7225	KAlewine@everettwa.gov
Don Snyder	Construction Manager	(425) 257-8800	DL.Snyder@everettwa.gov

7. The Supplemental Instructions to Bidders (Section 00 22 13) states that the Bidder's superintendent for the Project must have successfully supervised to completion at minimum two projects involving excavations reaching a depth of at least 20 feet, the installation of trench support systems, ground water pumping, and the handling and disposal of groundwater. Two separate projects must be used to satisfy this requirement. List the projects that show the superintendent identified above has this experience.


<u>PROJECT NAME</u>	<u>YEAR</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>CONTRACT VALUE</u>
East Grand Ave. Sewer System Replacement and Stormwater Separation Project Phase 1	2016	City of Everett	Everett, WA	\$6,145,421.06
Everett Riverfront Development Project	2019	Shelter Holdings	Everett, WA	\$15,777,443.65

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Furnish references for information concerning all work listed above.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Keith Alewine	Construction Manager	(425) 257-7225	KAlewine@everetwa.gov
Andy Farrington	Project Manager	(206) 650-4187	Andy.Farrington@shelterholdings.com

8. Name and title of person filling out form:

  
\_\_\_\_\_  
NAME

Treasurer  
\_\_\_\_\_  
TITLE

END OF SECTION



**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: 0.55% [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*
WCCL Systems, LLC	4008 Elwood Dr W University Place, WA 98466	Concrete Flatwork	M5M0028542
4-M Hydro Seeding and Erosion Control, Inc.	163 Rogerson Rd Chehalis WA 98532-7643	Hydroseeding	W2F0029163
The Bag Lady, Inc. DBA TBL Inc	11124 Valley Avenue East Puyallup, WA 98372-2658	Erosion Control	W2F0016394
Apex Engineering, LLC	2601 South 35th Street Suite 200 Tacoma, WA 98409	Survey	W2F0026475
Hughs Group, LLC	3701 S. Lawrence St. Tacoma, WA 98409	Traffic Control	M3M0017700
*Certification numbers (for MBE, MWBE, DBE, etc.) are found at Office of Minority & Women's Business Enterprises: <a href="https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp">https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp</a> . 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.			

V. List all MBE/WBE subcontractors that Bidder intends to use during the Project (attach additional sheet if necessary):

MBE/WBE Business Name	Address	Goods or Services Involved	Certification Number*
Salinas Construction	7804 40th Ave West Mukilteo, WA 98275	Concrete Flatwork	M5M0022265

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.**

Minority Business Name	Address	Goods or Services Involved	Certification Number*
Chettos Concrete LLC	1504 S. 16th St. Yakima, WA 98901	Concrete Flatwork	M5F0029237
Magna Services	PO Box 53384 Bellevue, WA 98015	Dewatering	D5M0024408
Salinas Construction	7804 40th Ave West Mukilteo, WA 98275	Concrete Flatwork	M5M0022265
Traffic Control Max	4009 164th Pl SW Lynnwood, WA 98037	Traffic Control	M5M0028658
*Certification numbers (for MBE, MWBE, DBE, etc.) are found at Office of Minority & Women's Business Enterprises: <a href="https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp">https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp</a> . 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.			

V. List all MBE/WBE subcontractors that Bidder intends to use during the Project (attach additional sheet if necessary):

CF  
 3-3-26


MBE/WBE Business Name	Address	Goods or Services Involved	Certification Number*

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.**

City of Everett  
PGSF WMVD Storm and Combined Sewer - Construction Package 2

00 45 39 - 3  
WO# UP-3815-02

Signature:  \_\_\_\_\_ Date: March 3, 2026

**END OF SECTION 00 45 39**

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

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

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

**AUTHORIZATION AND SIGNING AUTHORITY**

WHEREAS, pursuant to Section 4.4 of the Limited Liability Company Agreement of the Company dated August 30, 2024, the Manager has the right to delegate authority to its officers to act on behalf of the Company; now, therefore, it is hereby


RESOLVED, that the Manager hereby authorizes and delegates signing authority to any of its officers, as identified below, to enter into, negotiate and execute contracts, bids and transactions and to make commitments on behalf of the Company:

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

*[Rest of page intentionally blank; Signature page follows]*

**MANAGER:**

KLB HOLDINGS, INC.

By:   
Kelly Lynn Bosa  
Its: President

Dated: 2-18-26

*[Signature page to Special Meeting of Manager re Signing Authority]*











# UP3815\_PGSF WMVD Pkg2\_Final for Signature\_.SD


Final Audit Report

2026-04-30

Created:	2026-04-23
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC4IaGc5Y88Gdhh-vueaBN0eUzcYpo6TF

## "UP3815\_PGSF WMVD Pkg2\_Final for Signature\_.SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2026-04-23 - 9:18:30 PM GMT
-  Document emailed to Randy Loveless (RLoveless@everettwa.gov) for approval  
2026-04-23 - 9:19:24 PM GMT
-  Email viewed by Randy Loveless (RLoveless@everettwa.gov)  
2026-04-28 - 10:57:33 PM GMT
-  Document approved by Randy Loveless (RLoveless@everettwa.gov)  
Approval Date: 2026-04-28 - 11:33:14 PM GMT - Time Source: server
-  Document emailed to Corey Christensen (coreyc@klbconstruction.com) for signature  
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-  Document e-signed by Corey Christensen (coreyc@klbconstruction.com)  
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 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

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2026-04-30 - 3:35:04 PM GMT

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

Signature Date: 2026-04-30 - 3:35:17 PM GMT - Time Source: server

 Agreement completed.

2026-04-30 - 3:35:17 PM GMT