

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 LAKESIDE INDUSTRIES, INC. (the "Contractor").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Plans entitled: **"2026 PAVEMENT MAINTENANCE OVERLAY"** (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=2092891&searchid=a8535d97-3a85-4898-939c-8da7e91daaaf&dbid=0 This is a 380-page pdf with first page containing City Clerk’s file recordkeeping digital signature 2026.04.29 11:19:32 -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. Time for Completion. Substantial completion shall be achieved within **seventy-two (72)** working days after the effective date of the Notice to Proceed. Physical completion shall be within **ten (10)** working days of the actual date of issuance of substantial completion.

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

4. Contract Amount. The amount of this Contract is **two million, nine hundred fifty-three thousand, seven hundred seventy dollars and ninety cents (\$2,953,770.90)** and is based on the proposal/bid submitted by Contractor dated **March 31, 2026**. A copy of the such proposal/bid is attached hereto. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

5. Withholding. Except as provided by RCW 60.28.011(1)(b), five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released (A) as required by law or (B) 60 days after completion of all contract work if there are no claims against retained funds. In cases where all contract work other than landscaping is completed, retained amounts other than the five percent earned for landscaping, shall be released within 60 days of completion as may be required by applicable law. Within 30 days of accepting a retainage bond, the bonded portion of the retained funds shall be released as may be required by applicable law.

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

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

8. Indemnification.

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

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

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

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

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

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

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

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

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

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**CITY OF EVERETT
WASHINGTON**

By: 

Cassie Franklin, Mayor

05/19/2026

Date

ATTEST:



Office of the City Clerk



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

CONTRACTOR:

LAKESIDE INDUSTRIES, INC.

Loren Tonsgard

By: _____
Signature

Typed/Printed Name of Signer: Jaime Lee

Title of Signer: President

Date: **05/01/2026**

ATTACHMENT TO CONTRACT

CITY OF EVERETT, WASHINGTON

CONTRACT PROVISIONS

2026 PAVEMENT MAINTENANCE OVERLAY

WORK ORDER 3860

BID PROPOSAL

To the City Council
Everett, Washington

The undersigned bidder declares that they have carefully examined the Plans and Specifications, Notice to Contractors, Instructions to Bidders, Standard Specifications, Special Provisions, Appendices, Proposal, and Contract for *the construction of up to 10,842 tons of Hot Mix Asphalt, Class ½-inch, PG 64-22, two inches (2") thick, on selected City Streets, including grinding, utility adjustments, such as manhole, catch basin, inlet, valve box, monument case and cover, striping, channelization, traffic induction loops* and other such work as may be necessary, in accordance with the Specifications, as shown on the Plans. The undersigned bidder declares that it has made such investigations as are necessary to determine the conditions to be encountered, and that if this Proposal is accepted the undersigned bidder will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and will furnish all labor and materials as specified in the Contract, or called for in the plans, or necessary to complete the work in the manner herein specified and according to the requirements of the Engineer.

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

The undersigned bidder agrees that it will complete the work in all respects within *~~fifty-nine (59) sixty-two (62)~~ working days for the base bid (Schedule A) with each selected bid additive adding the following working days: Schedule B add ten (10) working days, Schedule C add three (3) working days. The number of working days shall be assigned based on the selected schedules at the sole discretion of the City of Everett after bids are opened. If the bidder does not complete the work in the specified working days after written Notice to Proceed, the bidder will pay liquidated damages to the City in the amount specified in the Contract.

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

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

BID SCHEDULE 2026 Pavement Maintenance Overlay WO# 3860

BIDDER: Lakeside Industries, Inc.

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
Base Bid – Schedule A: Multiple Streets					
1	Mobilization	LS	1	\$115,000.00	\$115,000.00
2	Flaggers (Minimum Bid Prevalling Wage)	Hour	3,177 3,245	\$82.50	\$262,102.50
3	Uniformed Police Officer	Hour	240	\$172.00	\$41,280.00
4	Project Temporary Traffic Control	LS	1	\$92,000.00	\$92,000.00
5	Portable Changeable Message Sign	Hour	1,770 1,866	\$5.50	\$9,735.00
6	Planing Bituminous Pavement 2" Deep	SY	81,168 82,749	\$5.20	\$422,073.60
7	Additional Planing Bituminous Pavement	SY	12,190 12,420	\$0.35	\$4,266.50
8	HMA Class 1/2 Inch, PG 64-22	Ton	9,945 10,139	\$118.00	\$1,173,510.00
9	Street Cleaning	HR	170 190	\$290.00	\$49,300.00
10	Adjust Manhole	Each	37	\$143.00	\$5,291.00
11	Adjust Catch Basin/Inlet to Grade	Each	63	\$143.00	\$9,009.00
12	Adjust Valve Box to Grade	Each	29	\$143.00	\$4,147.00
13	Adjust Existing Monument Castings to Grade	Each	14	\$143.00	\$2,002.00
14	Plastic Wide Line	LF	18,890	\$4.10	\$77,449.00
15	Plastic Line	LF	38,980 40,480	\$2.10	\$81,858.00
16	24" Plastic Crosswalk Line	SF	3,060	\$18.20	\$55,692.00
17	24" Plastic Stop Line	LF	430 460	\$41.10	\$17,673.00
18	Plastic Traffic Arrow	Each	6	\$673.00	\$4,038.00
19	Plastic Traffic Letter	Each	4	\$525.00	\$2,100.00
20	Plastic Bicycle Lane Symbol	Each	25 22	\$458.00	\$11,450.00

21	Plastic Sharrow	Each	$\frac{2}{4}$	\$673.00	\$1,346.00
22	Plastic Railroad Crossing Symbol	Each	$\frac{1}{2}$	\$980.00	\$980.00
23	Raised Pavement Markers, Type 2	Hund	5	\$1,265.00	\$6,325.00
24	Temporary Pavement Markings	LF	$\frac{58,450}{58,950}$	\$0.35	\$20,457.50
25	Vehicle Loop Detectors	LF	1,545	\$34.00	\$52,530.00
26	Spill Prevention Control Plan	LS	1	\$1,000.00	\$1,000.00
27	Resolve Above Ground Conflicts	FA	1	$\frac{\$14,500.00}{\$15,000.00}$	$\frac{\$14,500.00}{\$15,000.00}$
28	Erosion/Water Pollution Control	LS	1	\$1,000.00	\$1,000.00
29	Asphalt Cost Price Adjustment	Calc	1	\$13,860.00	\$13,860.00
30	Force Account/Minor Change	FA	1	$\frac{\$20,000.00}{\$25,000.00}$	$\frac{\$20,000.00}{\$25,000.00}$
31	Apprenticeship Incentive/Penalty	LS/Calc	1	\$5,000.00	\$5,000.00
32	Bike Lane Green Zone	SF	390	\$26.50	\$10,335.00
Base Bid – Schedule A, Subtotal					\$2,587,310.10

BIDDER: Lakeside Industries, Inc.

Item No.	ITEM DESCRIPTION	Unit	Bid Qty	UNIT PRICE	TOTAL AMOUNT
Bid Additive – Schedule B: Evergreen Way – Highway PI to 52nd St SE					
1	Mobilization	LS	1	\$7,000.00	\$7,000.00
2	Flaggers (Minimum Bid Prevailing Wage)	Hour	$\frac{363}{368}$	\$82.50	\$29,947.50
3	Uniformed Police Officer	Hour	100	\$172.00	\$17,200.00
4	Project Temporary Traffic Control	LS	1	\$12,000.00	\$12,000.00
5	Portable Changeable Message Sign	Hour	346	\$5.50	\$1,903.00
6	Planing Bituminous Pavement 2" Deep	SY	5,735	\$4.70	\$26,954.50
7	Additional Planing Bituminous Pavement	SY	870	\$1.45	\$1,261.50
8	HMA Class 1/2 Inch, PG 64-22	Ton	703	\$117.00	\$82,251.00

9	Street Cleaning	HR	20	\$288.00	\$5,760.00
10	Adjust Manhole	Each	3	\$143.00	\$429.00
11	Adjust Catch Basin/Inlet to Grade	Each	10	\$143.00	\$1,430.00
12	Adjust Valve Box to Grade	Each	1	\$143.00	\$143.00
13	Adjust Existing Monument Castings to Grade	Each	1	\$143.00	\$143.00
14	Plastic Wide Line	LF	140	\$4.10	\$574.00
15	Plastic Line	LF	5,560	\$2.10	\$11,676.00
16	24" Plastic Crosswalk Line	SF	340	\$18.20	\$6,188.00
17	24" Plastic Stop Line	LF	63	\$41.10	\$2,589.30
18	Plastic Traffic Arrow	Each	6	\$673.00	\$4,038.00
19	Plastic Traffic Letter	Each	0	\$1,500.00	\$0.00
20	Plastic Bicycle Lane Symbol	Each	0	\$1,500.00	\$0.00
21	Plastic Sharrow	Each	0	\$1,500.00	\$0.00
22	Plastic Railroad Crossing Symbol	Each	0	\$1,500.00	\$0.00
23	Raised Pavement Markers, Type 2	Hund	0	\$2,000.00	\$0.00
24	Temporary Pavement Markings	LF	12,110	\$0.20	\$2,422.00
25	Vehicle Loop Detectors	LF	1,050	\$34.00	\$35,700.00
26	Spill Prevention Control Plan	LS	1	\$250.00	\$250.00
27	Resolve Above Ground Conflicts	FA	1	\$10,000. ⁰⁰	\$ 10,000. ⁰⁰
28	Erosion/Water Pollution Control	LS	1	\$250.00	\$250.00
29	Asphalt Cost Price Adjustment	Calc	1	\$960. ⁰⁰	\$ 960. ⁰⁰
30	Force Account/Minor Change	FA	1	\$15,000. ⁰⁰	\$ 15,000. ⁰⁰
Bid Additive – Schedule B, Subtotal					\$276,069.80

<u>Item No.</u>	<u>ITEM DESCRIPTION</u>	<u>Unit</u>	<u>Bid Qty</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Bid Additive – Schedule C: BNSF Railway Co. Right-of-Way					
1	Mobilization	LS	1	\$15,000.00	\$15,000.00
2	Flaggers (Minimum Bid Prevailing Wage)	Hour	96	\$82.50	\$7,920.00
3	Uniformed Police Officer	Hour	0	\$250.00	\$0.00
4	Project Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00
5	Portable Changeable Message Sign	Hour	96	\$5.50	\$528.00
6	Planing Bituminous Pavement 2" Deep	SY	1,581	\$12.50	\$19,762.50
7	Additional Planing Bituminous Pavement	SY	230	\$2.75	\$632.50
8	HMA Class 1/2 Inch, PG 64-22	Ton	194	\$125.00	\$24,250.00
9	Street Cleaning	HR	20	\$288.00	\$5,760.00
10	Adjust Manhole	Each	0	\$2,000.00	\$0.00
11	Adjust Catch Basin/Inlet to Grade	Each	0	\$2,000.00	\$0.00
12	Adjust Valve Box to Grade	Each	0	\$2,000.00	\$0.00
13	Adjust Existing Monument Castings to Grade	Each	0	\$2,000.00	\$0.00
14	Plastic Wide Line	LF	0	\$50.00	\$0.00
15	Plastic Line	LF	1,500	\$2.10	\$3,150.00
16	24" Plastic Crosswalk Line	SF	0	\$100.00	\$0.00
17	24" Plastic Stop Line	LF	30	\$41.10	\$1,233.00
18	Plastic Traffic Arrow	Each	0	\$1,500.00	\$0.00
19	Plastic Traffic Letter	Each	0	\$1,500.00	\$0.00
20	Plastic Bicycle Lane Symbol	Each	0	\$1,500.00	\$0.00
21	Plastic Sharrow	Each	0	\$1,500.00	\$0.00
22	Plastic Railroad Crossing Symbol	Each	1	\$980.00	\$980.00
23	Raised Pavement Markers, Type 2	Hund	0	\$2,000.00	\$0.00

24	Temporary Pavement Markings	LF	500	\$0.35	\$175.00
25	Vehicle Loop Detectors	LF	0	\$200.00	\$0.00
26	Spill Prevention Control Plan	LS	1	\$250.00	\$250.00
27	Resolve Above Ground Conflicts	FA	1	\$500. ⁰⁰	\$ 500. ⁰⁰
28	Erosion/Water Pollution Control	LS	1	\$250.00	\$250.00
29	Asphalt Cost Price Adjustment	Calc	0	\$1.00	\$0.00
30	Force Account/Minor Change	FA	1	\$5,000. ⁰⁰	\$ 5,000. ⁰⁰
<i>Bid Additive – Schedule C, Subtotal</i>					\$90,391.00

BIDDER: Lakeside Industries, Inc.

<i>Base Bid – Schedule A, Subtotal</i>	\$2,587,310.10
<i>Bid Additive – Schedule B, Subtotal</i>	\$276,069.80
<i>Bid Additive – Schedule C, Subtotal</i>	\$90,391.00
TOTAL	\$2,953,770.90

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Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name 2026 Pavement Maintenance Overlay, City of Everett

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

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

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

Subcontractor Name (and License Number if required) Ashford Electric & Construction Co. - License #ASHFOEC1408C

Work to be performed Electrical

Subcontractor Name (and License Number if required) N/A

Work to be performed Plumbing

Subcontractor Name (and License Number if required) N/A

Work to be performed HVAC

Subcontractor Name (and License Number if required) N/A

Work to be performed Rebar Installation

Subcontractor Name (and License Number if required) N/A

Work to be performed Structural Steel installation

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

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: 10.8% [state estimated percentage]
- III. Please estimate the percentage of goods and services that will be subcontracted to minority businesses on this Project: 3.25% [state estimated percentage]

MINORITY CERTIFICATION

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

MRC
3-31-2026

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.

DOT Form 272-0381 EF
07/2011

BID GUARANTY

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

- Certified check
- Cashier's check
- Bid Bond



Signature

BID BOND

Bond No. Bid Bond

Project 2026 Pavement Maintenance Overlay

W.O. # PW 3860

KNOW ALL MEN BY THESE PRESENTS,

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

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

It is expressly understood and agreed that:

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

3.2. All bids are rejected by City, or

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.

7. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

8. Notice required hereunder shall be in writing sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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

BIDDER Lakeside Industries, Inc. _____ (seal) Bidder's Name and Corporate Seal By: <u>Matthew Cooper</u> Signature, Title, and Date 03/31/2026 Matthew Cooper, PM Address: <u>PO Box 247, Monroe, WA</u> <u>98272</u>	SURETY Travelers Casualty and Surety Company of America Surety's Name and Corporate Seal By: <u>Susan B. Larson</u> Signature, Title, and Date 03/31/2026 Susan B. Larson, Attorney-in-Fact Address: <u>10400 NE 4th St., Suite 900</u> <u>Bellevue, WA 98004</u>
Attest: <u>Loren Torgard</u> Signature, Title and Date 03/31/2026 Loren Torgard, OM	Attest: <u>[Signature]</u> Signature, Title and Date Witness 03/31/2026



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

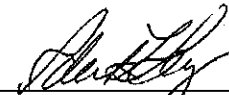
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan B. Larson** of **BELLEVUE**, Washington, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

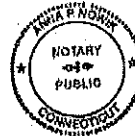
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31st** day of **March**, 2026




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: Zero percent.

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

Bidder: Lakeside Industries, Inc.
Signature of Authorized Official: *Mark R. Goff*
Date: 3/31/2026



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

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the five-year period immediately preceding the bid solicitation date (March 31, 2026), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Lakeside Industries, Inc.

Bidder's Business Name

Matthew R. Cooper

Signature of Authorized Official*

Matthew Cooper

Printed Name

Project Manager

Title

3/31/2026

Monroe

WA

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

Washington




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

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

Lakeside Industries, Inc.
AUTHORIZED SIGNATURES
-MONROE Division-

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, bonds and other documents and/or Instruments on behalf of the organization. Specify if more than one signature is required.

Note: Signature must appear next to name.

NAME	SIGNATURE	TITLE
Loren Tonsgard		Operations Manager
Matt Cooper		Project Manager
Wyatt Harris		Project Manager

The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the individual, corporation, co-partnership or joint venture herein named, as of the date indicated:

LAKESIDE INDUSTRIES, INC.
(Name of Firm, be exact)



(Authorized Signature(s))

Sworn to before me this
2 day of JUNE . 2025



 Notary Public













WO3860 2026 Pavement Maintenance Overlay_Final for Signature.SD

Final Audit Report

2026-05-19


Created:	2026-04-30
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAewdFJOniZ2No0TjAgUSkhDIZM-pijNWI

"WO3860 2026 Pavement Maintenance Overlay_Final for Signature.SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-04-30 - 10:39:03 PM GMT
-  Document emailed to Gina Loring (gloring@everettwa.gov) for approval
2026-04-30 - 10:40:04 PM GMT
-  Email viewed by Gina Loring (gloring@everettwa.gov)
2026-04-30 - 10:56:24 PM GMT
-  Document approved by Gina Loring (gloring@everettwa.gov)
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-  Document emailed to loren.tonsgard@lakesideindustries.com for signature
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2026-05-01 - 2:15:13 AM GMT
-  Signer loren.tonsgard@lakesideindustries.com entered name at signing as Loren Tonsgard
2026-05-01 - 2:26:57 PM GMT
-  Document e-signed by Loren Tonsgard (loren.tonsgard@lakesideindustries.com)
Signature Date: 2026-05-01 - 2:26:59 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
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Signature Date: 2026-05-19 - 7:40:51 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

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Signature Date: 2026-05-19 - 8:13:27 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Agreement completed.

2026-05-19 - 8:13:27 PM GMT