

RESOLUTION R-5354

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERAGENCY AGREEMENT WITH THE PORT OF EVERETT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

1 WHEREAS, the City of Kirkland ("City") and the Port of Everett
2 ("Port") seek to enter into an interagency agreement enabling the City
3 to utilize the Port contract for Job Order Contracting; and
4

5 WHEREAS, the City Council has determined it to be in the best
6 interest of the City to enter into such an interagency agreement; and
7

8 WHEREAS, Chapter 39.34 RCW authorizes City and the Port to
9 enter into an interagency agreement to perform any governmental
10 service, activity or undertaking which each contracting party is
11 authorized by law to perform with the authorization of their governing
12 bodies;
13

14 NOW, THEREFORE, be it resolved by the City Council of the City
15 of Kirkland as follows:
16

17 Section 1. The City Manager is authorized and directed to
18 execute on behalf of the City of Kirkland an Interlocal Agreement
19 substantially similar to that attached as Exhibit "A", which is entitled
20 "Interagency Agreement."
21

22 Passed by majority vote of the Kirkland City Council in open
23 meeting this 5th day of February, 2019.
24

25 Signed in authentication thereof this 5th day of February, 2019.



Penny Sweet, Mayor

Attest:



Kathi Anderson, City Clerk

**INTERAGENCY AGREEMENT BETWEEN
PORT OF EVERETT, WASHINGTON**

AND

CITY OF KIRKLAND, WASHINGTON

This Agreement is made and entered into by and between the Port of Everett, Washington, hereinafter referred to as "Port", and the City of Kirkland hereafter referred to as "City", each party having been duly organized and now existing under the laws of the State of Washington.

WHEREAS, the Port has entered into a job order contract with FORMA Construction Company ("FORMA ") as authorized by Chapter 39.10 RCW, Alternative Public Works Contracting Procedures, titled "Agreement for Job Order Contracting – General Construction Services Project No. AD-GN-2017-01" dated March 20, 2018 ("FORMA Contract"); and

WHEREAS, the City wishes to utilize, in part, the terms and conditions of the FORMA Contract to perform various City job order projects on City facilities; and

WHEREAS, the Port desires to enter into this Agreement with City to allow the City to utilize the terms and conditions of the FORMA Contract; and

WHEREAS, the parties hereto have determined that they have the authority to enter into this Agreement in accordance with Chapter RCW 39.34 RCW, Interlocal Cooperation Act, and their respective policies and procedures, as amended.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. STATEMENT OF WORK

The Port shall pursue a no cost change order to the FORMA Contract requesting that FORMA provide the City with job order construction services on City facilities directly to the City on the same terms and conditions of the FORMA Contract, except that the obligations owed by FORMA to the Port under such agreement will be owed by FORMA to the City, including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name the City as additional insured. A true and correct copy of the FORMA Contract is attached hereto as Attachment "A". FORMA shall directly invoice the City for any and all such work provided, and all work orders shall state "All work described herein provided directly to the City of Kirkland by FORMA are subject to the terms and conditions of the 'Agreement for Job Order Contracting – General Construction Services Project No. AD-GN-2017-01' contract, dated March 30, 2018." The Port is not a party to, nor responsible for, performance of or payment for the work described in this invoice." The City shall issue all job orders and perform all fiscal and program responsibilities for the projects to be identified by the City.

The City shall not issue any work orders under the FORMA Contract until such changes have been

executed. In the event that the changes are not executed, this Agreement shall terminate, and neither party shall bear any additional obligations or liabilities hereunder, and each party shall bear its own costs associated with the Agreement

2. TERMS AND CONDITIONS

The City and Port agree that any work performed for the City by FORMA and its respective subcontractors under this Agreement shall be conducted in accordance with the provisions of the FORMA Contract. Insurance, Indemnification and Performance/Payment bonds as specified in the FORMA Contract shall inure to the benefit of the City on work orders issued by the City.

3. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence when this Agreement is signed by both parties and be completed no later than March 30, 2020 unless mutually changed by Amendment to this Agreement.

4. COMPENSATION; PAYMENT PROCEDURE

The total value of all work orders issued by the the City to FORMA shall not exceed \$500,000. FORMA shall directly invoice the City and the City shall directly pay FORMA pursuant to the payment and compensation terms identified within the FORMA Contract, respectively.

5. RECORDS MAINTENANCE

Port, City, FORMA and their contractors, subcontractors, sub-consultants, representatives and employees shall each maintain books, records, documents, and other evidence for six (6) years after the expiration of this Agreement (unless a longer period of time is specified in applicable records retention policies in which case such policies shall prevail). Unless an applicable exception to public review or a privilege applies, these records shall be subject to inspection, review, or audit by personnel of both parties' other personnel duly authorized by either party, or the Washington State Auditor.

6. CONTRACT MANAGEMENT

(a) Maija Lampinen will be the Port Representative for all communications regarding this Agreement. The Port Representative shall be responsible for monitoring the performance of this Agreement and fulfilling the Port's responsibilities as addressed herein.

(b) Greg Piland will be the City Representative for all communications regarding this Agreement. The City Representative shall be responsible for monitoring the performance of this Agreement and fulfilling City's responsibilities as addressed herein.

(c) Rob Wettleson shall serve as the FORMA Representative for all communications regarding the job order construction services as addressed herein.

7. INDEMNIFICATION AND HOLD HARMLESS

The City specifically acknowledges that the Port shall have no liability or responsibility for the performance of FORMA with respect to City job orders. The City shall defend and hold the Port harmless from any and all claims, suits, losses, costs (including attorney's fees), and/or damages of any kind whatsoever arising out of or in any way resulting from the City's issuance of job orders and performance by any party pursuant to same facilitated by this Agreement. The Port makes no

representations or warranties of any kind, including, without limitation regarding the contractors, performance, or terms and conditions of the FORMA Contract.

8. AMENDMENTS TO AGREEMENT

Port and City may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the parties or their respective delegates.

9. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notification. If this is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

10. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

11. COUNTERPARTS

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The Port shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

PORT OF EVERETT

CITY OF KIRKLAND

By: _____

By: _____

Approved as to form:

Approved as to form:

By: _____

By: _____

Title: _____

Title: _____

PORT OF EVERETT
JOB ORDER CONTRACTING FOR
GENERAL CONSTRUCTION SERVICES

SECTION 00 50 00
AGREEMENT FORM

**PORT OF EVERETT AGREEMENT
FOR JOB ORDER CONTRACTING – GENERAL CONSTRUCTION SERVICES
PROJECT NO. AD-GN-2017-01**

THIS AGREEMENT is made and entered into by and between the Port of Everett (hereinafter called PORT) and FORMA Construction Company (hereinafter called CONTRACTOR). PORT and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The Work is generally described as follows:

The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-Priced Task (unit price x quantity x Adjustment Factor) plus the value of all Non-Pre-Priced Tasks.

ARTICLE 2 – PORT REPRESENTATIVES

- 2.1 **Project Manager:** The PORT will appoint a Project Manager with each Job Order, who shall be the PORT's representative, assuming all duties and responsibilities and have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Job Order and the Contract Documents.
- 2.2 **Contract Administrator / JOC Coordinator:** The PORT has appointed Maija Lampinen, as Contract Administrator / JOC Coordinator to manage the JOC program for the PORT. The Contract Administrator / JOC Coordinator will oversee the execution of the JOC program on behalf of the PORT and will provide overall guidance to the Project Managers and Contractor in the execution of Job Orders. The Contract Administrator / JOC Coordinator shall intervene in disputes or disagreements between the Project Manager and the CONTRACTOR.

00 50 00-1

PORT OF EVERETT
JOB ORDER CONTRACTING FOR
GENERAL CONSTRUCTION SERVICES

SECTION 00 50 00
AGREEMENT FORM

ARTICLE 3 - CONTRACT TIME

- 3.1 The Base Term of the Agreement is two (2) years.
- 3.2 There is one (1) bilateral Option Term. Both parties must agree to extend the Agreement for the Option Term. The duration of the Option Term is one (1) year.
- 3.3 All Job Orders issued during the term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract Documents apply to each Job Order.
- 3.4 The CONTRACTOR shall commence work upon issuance of a Job Order, and shall complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.
- 3.5 Liquidated Damages: PORT and CONTRACTOR recognize that time is of the essence of this Agreement and that PORT will suffer financial loss if the Detailed Scope of Work is not completed within the Job Order Completion Time specified in the Job Order, plus any extensions thereof allowed in accordance with Article 10 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by PORT if the Work is not completed on time. Accordingly, instead of requiring any such proof, PORT and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay PORT as outlined below and further defined in the Supplemental Conditions SC02: Liquidated Damages for each day that expires after Job Order Completion Time.

Schedule of Liquidated Damages

Value of Job Order	Liquidated Damages for Terminal Locations	Liquidated Damages for All Other Locations
\$0 to \$10,000.00	\$500/Day	\$100/Day
\$10,000.01 to \$50,000.00	\$1,000/Day	\$250/Day
\$50,000.01 or Greater	\$1,500/Day	\$500/Day

**PORT OF EVERETT
JOB ORDER CONTRACTING FOR
GENERAL CONSTRUCTION SERVICES**

**SECTION 00 50 00
AGREEMENT FORM**

ARTICLE 4 - CONTRACT PRICE

- 4.1** PORT shall pay CONTRACTOR for completion of the Detailed Scopes of Work in accordance with the Contract Documents.
- 4.2** The Agreement is an indefinite delivery, indefinite quantity contract for general construction work and services. The Minimum Contract Value of Job Orders that the CONTRACTOR is guaranteed to the opportunity to perform under this Agreement is \$25,000. The Estimated Annual Value is \$1,000,000 for the Port's Job Order Contracting Program. The Port reserves the right to issue Job Orders, or provide contract capacity to other agencies (cooperative purchasing), up to the maximum amount specified in RCW 39.10.40 of \$4,000,000 per year. The Maximum Contract Value shall not exceed the value set forth in the RCW.
- 4.3** The CONTRACTOR shall perform all Work required, necessary, proper for or incidental to the Detailed Scope of Work called for in each individual Job Order issued pursuant to the Agreement for the Unit Prices set forth in the Construction Task Catalog[®] and the following Adjustment Factors:
- A. Normal Working Hours (7:00 a.. to 6:00 p.m. Monday to Friday, except for PORT Holidays) Adjustment Factor: 1.2500.**
 - B. Other Than Normal Working Hours (6:01 p.m. to 6:59 a.m. Monday to Friday, and all day Saturday, Sunday, and PORT Holidays: Adjustment Factor: 1.2500**
 - C. Non-Pre-Priced Adjustment Factor: 1.1500**

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Pay Applications in accordance with Article 12 of the General Conditions. Pay Applications will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments.** PORT shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Pay Application, as recommended by ENGINEER, within thirty (30) working days from application for payment. All progress payments will be on the basis of the progress of the Work as established in paragraph 12.2 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

PORT OF EVERETT
JOB ORDER CONTRACTING FOR
GENERAL CONSTRUCTION SERVICES

SECTION 00 50 00
AGREEMENT FORM

- 5.2 Final Payment: Upon final completion and acceptance of the work in accordance with paragraph 12.10 of the General Conditions, PORT shall pay the remainder of the Job Order Price as recommended by ENGINEER as provided in said paragraph 12.10.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

CONTRACTOR, by submitting a Proposal and entering into this AGREEMENT, makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR is fully qualified to perform the Work to be performed hereunder in a competent and professional manner.
- 6.3 CONTRACTOR has given PORT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between PORT and CONTRACTOR concerning the work consist of the following:

- 7.1 This Agreement (pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement.
- 7.3 Performance and Payment Bonds, identified as exhibit A and consisting of 3 pages.
- 7.4 Insurance Certificate(s) and additional insured endorsements identified as exhibit B and consisting of 2 pages.
- 7.5 Notice-of-Award, incorporated by reference
- 7.6 General Conditions (pages 1 to 115, inclusive), incorporated by reference
- 7.7 Supplementary Conditions (pages 1 to 4, inclusive), incorporated by reference
- 7.8 Addenda numbers 0 to 0, inclusive

**PORT OF EVERETT
JOB ORDER CONTRACTING FOR
GENERAL CONSTRUCTION SERVICES**

**SECTION 00 50 00
AGREEMENT FORM**

- 7.9 CONTRACTOR's Proposal, incorporated by reference**
- 7.10 The Construction Task Catalog®**
- 7.11 Technical Specifications, incorporated by reference**
- 7.12 All Job Orders and related documents, including but not limited to: the Detailed Scope of Work with Drawings and Specifications, Price Proposal, Job Order Proposal, Notice to Proceed, Submittals, record documents, and all required close-out documentation and warranties, incorporated by reference.**
- 7.13 The documents listed in paragraphs 7.13 et seq. above are attached to this Agreement (except as expressly noted otherwise above).**

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions or Supplementary Conditions.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.**
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.**
- 8.3 PORT and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.**
- 8.4 Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.**

PORT OF EVERETT
JOB ORDER CONTRACTING FOR
GENERAL CONSTRUCTION SERVICES

SECTION 00 50 00
AGREEMENT FORM

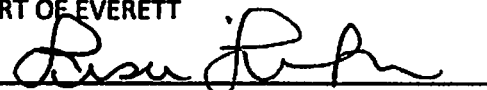
8.5 Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The Port shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, all portions of the Contract Documents have been signed or Identified by PORT and CONTRACTOR.

This Agreement will be effective on March 20, 2018.

PORT OF EVERETT

By


Title Acting CEO/Executive Director


Address for giving notices

1205 Craftsman Way, Suite 200

Everett, WA 98201

FORMA CONSTRUCTION, INC.

By


Title Andrew Phillips, principal

Address for giving notices

PO Box 11489

Olympia, WA 98508-1489

EXHIBIT A
Performance and Payment Bonds

PORT OF EVERETT
JOB ORDER CONTRACTING FOR
GENERAL CONSTRUCTION SERVICES

SECTION 00 61 00
PROJECT BONDS

Bond No. 023206524

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Forma Construction Company
of Olympia, WA, as principal,
and Liberty Mutual Insurance Company
of Seattle, WA, as surety, firmly
bound and held by the Port of Everett in the penal sum of Four Million
dollars and 00 cents (\$ 4,000,000.00), good and lawful money of
the United States of America for the payment whereof, well and truly to be paid to the Port of Everett,
we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the said principal has entered into written contract with said Port of Everett, on the
20th of March A.D., 2018 for the construction of: Job Order Contracting
for General Construction Services, Project No. AD-GN-2017-01

said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principal shall well
and truly perform and complete all obligations and work under said contract and shall indemnify and
save harmless the Port of Everett and employees thereof against any damages or loss which they or any
of them may suffer or for which they or any of them become liable by the default, neglect, or
carelessness on the part of said principal, his agents, servants, or employees, or by any acts or omission
of said principal, his agents, servants, or employees, in performance of said Contract, and if the principal
shall reimburse upon demand of the Port of Everett any sums paid to him which exceed the final
payment determined to be due upon completion of the project, then these presents shall become null
and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Tacoma
Washington, this 20th day of March A.D., 2018.

Principal: Forma Construction Company
By (Signature): [Signature]
By (Print Name and Title): James E. Kelly, President
Surety: Liberty Mutual Insurance Company
By (Signature): [Signature]
By (Print Name and Title): Julie R. Truitt, Attorney-in-Fact
Agent Name: Propel Insurance Phone No. (253) 759-2200
Agent Mailing Address: 1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402

AMBER DOUGHERTY
Notary Public
State of Washington
My Commission Expires
September 11, 2019

PORT OF EVERETT
JOB ORDER CONTRACTING FOR
GENERAL CONSTRUCTION SERVICES

SECTION 00 61 00
PROJECT BONDS

Bond No. 023206524

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Forma Construction Company
of Olympia, WA, as principal,
and Liberty Mutual Insurance Company
of Seattle, WA, as surety, firmly
bound and held by the Port of Everett in the penal sum of Four Million
dollars and 00 cents (\$ 4,000,000.00), good and lawful money of
the United States of America for the payment whereof, well and truly to be paid to the Port of Everett,
we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the said principal has entered into written contract with said Port of Everett, on the
20th of March A.D., 2018 for the construction of: Job Order Contracting
for General Construction Services, Project No. AD-GN-2017-01

said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principal shall
comply with all requirements of law and pay, as they become due, all just claims for labor performed and
materials and supplies furnished upon or for the work under said contract, whether said labor be
performed and said materials and supplies be furnished under the original contract, any subcontract, or
any and all duly authorized modifications thereto, and shall indemnify and save harmless the Port of
Everett and employees thereof against any damage or loss which they or any of them suffer or for which
they or any of them become liable by the default of said principal, or by any neglect or carelessness on
the part of said principal, his agents, servants, or employees, then these presents shall become null and
void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Tacoma
Washington, this 20th day of March A.D., 2018.

Principal: Forma Construction Company

By (Signature): [Signature]

By (Print Name and Title): James E Phillips, President

Surety: Liberty Mutual Insurance Company

By (Signature): Julie R. Truitt

By (Print Name and Title): Julie R. Truitt, Attorney-in-Fact

Agent Name: Propel Insurance Phone No. (253) 759-2200

Agent Mailing Address: 1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402

AMBER DOUGHERTY
Notary Public
State of Washington
My Commission Expires
September 11, 2019

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

The Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein set forth.

R-5354

Exhibit A
Certificate No. 7941679

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather L. Allen; James B. Binder; Brandon K. Bush; Peter J. Comfort; Carley Espiritu; Diane M. Harding; Brent E. Heilases; Kyle J. Howat; Cynthia L. Jay; Allceon A. Keltner; Christopher Kinyon; Jamie I. Marques; Mary S. Norrell; Jon J. Oja; Annelles M. Richie; Karen C. Swanson; Julie R. Trull; Eric A. Zimmerman

all of the city of Tacoma, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of November, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of November, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, not., letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT B
Insurance Certificate(s) and
Additional Insured Endorsements

DATE (MM/DD/YYYY)
3/14/2018

ACORD

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Tacoma Commercial Insurance 1201 Pacific Ave, Suite 1000 Tacoma, WA 98402	CONTACT NAME: Michelle Savage
	PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326
	E-MAIL ADDRESS: michelle.savage@propelinsurance.com
INSURED Forma Construction Company PO Box 11489 Olympia, WA 98508	INSURER(S) AFFORDING COVERAGE
	INSURER A: Zurich-American Insurance Compa NAIC # 16535
	INSURER B: American Guarantee and Liabilit 26247
	INSURER C: Illinois Union Insurance Compan 27960
	INSURER D: Travelers Property Casualty Co 25674
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	X X	GLA019886301	07/09/2017	07/09/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	GLA019886301	07/09/2017	07/09/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	AUC019888101	07/09/2017	07/09/2018	EACH OCCURRENCE \$13,000,000 AGGREGATE \$13,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	GLA019886301 WA Stop Gap	07/09/2017	07/09/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Poll/Prof. L		COOG23897854011	07/09/2017	07/09/2018	\$3,000,000 Occ/Agg
D	Install Floater		QT6603H548021TIL	07/09/2017	07/09/2018	\$350,000 Limit/\$5k Ded Per Work Order

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JOC #AD-GN-2017-01
The Port of Everett is included as Additional Insured per the attached endorsements.

CERTIFICATE HOLDER Port of Everett 1205 Craftsman Way, Suite 200 Everett, WA 98201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Edin A. Handberg</i>
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ACORD INSURANCE BINDER

DATE
03/29/18

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER Propel Insurance Tacoma Commercial Insurance 1201 Pacific Ave, Suite 1000 Tacoma, WA 98402		PHONE (AG, No, Ext): 253-758-2200 FAX (AG, No): 866 577-1326	COMPANY Alaska National Insurance Company BINDER # 18CWU09365
CODE: AGENCY CUSTOMER ID: 129019 INSURED Forma Construction Company PO Box 11489 Olympia, WA 98508		SUB CODE: _____	DATE EFFECTIVE TIME DATE EXPIRATION TIME 03/24/18 12:01 X AM 03/24/19 X 12:01 AM NOON THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:
DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPtC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE COLLISION: OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	USL&H See Spec. Conditions/Other Coverages			WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
SPECIAL CONDITIONS/ OTHER COVERAGES ** Continued from Workers' Compensation Section ** USLH Coverage Included				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS

MORTGAGEE LOSS PAYEE LOAN #	ADDITIONAL INSURED
AUTHORIZED REPRESENTATIVE <i>John A. Hawley</i>	



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (Including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury " or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLA018886301	07/09/2017	07/09/2018		Propol Insurance	\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:**

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
 - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions Provision in Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the **Other Insurance Condition in the Business Auto Coverage Form** and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form** are replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud Condition**:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory Condition** is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less.

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions Section** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

OTHER REQUIRED DOCUMENTS

1. Contractor's Declaration of Option for Management of Statutory Retained Percentage
2. List of Subcontractors
3. IRS Form W-9

RELEASE OF RETAINAGE BOND OF CONTRACTOR

Bond No. 023206525

KNOW ALL MEN BY THESE PRESENTS: That we Forma Construction Company
(hereinafter called Principal), and Liberty Mutual Insurance Company a corporation
organized and doing business under and by virtue of the laws of the state of Massachusetts,
and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds
or undertakings required and authorized by the State of Washington, (hereinafter called Surety),
as Surety, are held firmly bound unto Port of Everett, (hereinafter
called Obligee) in the just and full sum of Two Hundred Thousand And No/100THS
\$200,000.00 plus 5% of any increases in the contract amount that have occurred or may
occur, due to change orders, increases in the quantities or the addition of any new item of work

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, Whereas, the said Principal on
the 20th day of March, 2018 entered into a written contract with the said
obligee for Job Order Contracting for General Construction Services, Project No. AD-GN-2017-01
which said contract is hereby referred to and made a part hereof by reference.

WHEREAS, Pursuant to Chapter 60.28 RCW, the above named Principal has requested release
of retained percentage earned or which may be earned under said contract, and,

WHEREAS, the obligee is willing to release retained percentage in advance of contract terms
relating to payment provided the principal shall file bond to indemnify the obligee for all loss,
cost or damages which the obligee may sustain by reason of payment of retainage to the
principal, which bond shall be subject to all claims and liens in the same manner and same
priority as apply to the retainage percentage released, or to be released,

NOW, THEREFORE, the condition of this obligation is such that if the principal shall indemnify
the obligee for all loss, cost or damages which the obligee may sustain by reason of payment of
retained percentage to the principal then this obligation shall be null and void unless otherwise to
remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly
signed and sealed this 20th day of March, 2018.

Forma Construction Company

By: [Signature]
Principal

Liberty Mutual Insurance Company

By: [Signature]
Julie R. Truitt
Attorney-in-Fact

AMBER DOUGHERTY
Notary Public
State of Washington
My Commission Expires
September 11, 2019

COPY