

PORT OF EVERETT  
JOB ORDER CONTRACTING FOR  
GENERAL CONSTRUCTION SERVICES

AGREEMENT FORM

**PORT OF EVERETT AGREEMENT  
FOR JOB ORDER CONTRACTING (IDIQ) 2024  
CONTRACT NO. 9-2024-13**

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

**ARTICLE 1 - WORK**

CONTRACTOR shall complete indefinite delivery – indefinite quantity public 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 approved 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 the Non-Pre-Priced tasks.

**ARTICLE 2 – COOPERATIVE PURCHASING**

1. The PORT has entered into an Interagency Agreement with Sourcewell, a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that, among other things, offers indefinite quantity, indefinite delivery construction procurement solutions to government entities. This Interagency Agreement establishes a Job Order Contractor program; participation will be open to public entities located within the State of Washington.
2. The CONTRACTOR may extend its offer to the PORT to other Washington State agencies for the same cost, terms, and conditions, provided that the Washington State agency enters into an Interlocal Agreement with the PORT and is eligible to utilize the Sourcewell purchasing cooperative.
3. The PORT will provide capacity from its Job Order Contract; Sourcewell will provide contract administration and will be the main point of contact for the CONTRACTOR and Washington State Agency.
4. Neither the Port or Sourcewell accepts any responsibility for agreements, contracts or purchase orders issued by other public agencies to the successful party. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The Port accepts no responsibility for the

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performance of the successful party in providing services to other public agencies, nor any responsibility for the payment price to the successful party for other public-agency purchases.

**ARTICLE 3 - CONTRACT TIME**

- 3.1 The Base Term of the Agreement will be for two (2) years commencing on the Effective Date.
- 3.2 There is one (1) bilateral, one (1) year Option Term. Both parties must agree to extend the Agreement for the Option Term.
- 3.3 All Job Orders issued during the term of this Agreement shall be valid and in effect, notwithstanding that the Job Order 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, plus any extensions thereof allowed in accordance with Article 15 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 Detailed Scope of 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 liquidated damages as outline below and further defined in for each day that expires after the Job Order Completion Time.

**Schedule of Liquidated Damages**

Value of Job Order	Liquidated Damages
\$40 to \$150,000.00	\$500/Day
\$150,000.01 to \$350,000.00	\$1,000/Day
\$350,000.01 or Greater	\$1,500/Day

**ARTICLE 4 - CONTRACT PRICE**

- 4.1 PORT shall pay CONTRACTOR for completion of the Detailed Scope of Work in the Job Order 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

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guaranteed to the opportunity to perform under this Agreement is \$25,000. 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. Any unused capacity from the previous year may be carried over for one year and added to the immediately following year's limit. The maximum annual volume including unused capacity shall not exceed the limit for two years.

- 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: **1.4248**
  - 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: **1.4248**
  - C. Non-Pre-Priced Adjustment Factor: **1.225**

**ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Project Manager 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 Applications for Payment as recommended by Project Manager, 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 the General Conditions and the Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the Adjustment Factors listed above in Article 4.
- 5.2 Final Payment: Upon final completion and acceptance of the work in accordance with General Conditions, PORT shall pay the remainder of the Contract Price as recommended by the Project Manager.

**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, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

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- 6.2 CONTRACTOR is fully qualified to perform the Work to be performed hereunder in a competent and professional manner.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional
- 6.5 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 PORT is acceptable to CONTRACTOR.
- 6.6 CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION
- 6.6.1 Pursuant to 2 CFR 200.213, the Contractor, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify, they must provide an explanation as to why they cannot prior to signing the agreement. The Contractor shall provide immediate written notice to the Port if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances, or have received notice that they have been suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in 2 CFR 180.
- 6.6.2 The Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Pursuant to 2 CFR 180.330, the Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. The Contractor agrees that it will include this clause without modification in all lower tier covered transactions.

**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.
- a. Performance and Payment Bonds, identified as exhibit A and consisting of 3 pages.
  - b. Insurance Certificate(s) and additional insured endorsements identified as exhibit B and consisting of 4 pages.
  - c. Retainage Bond, identified as Exhibit C, and consisting of 2 pages.
  - d. Notice-of-Award.

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- 7.3 General Conditions (pages 1 to 77, inclusive), incorporated by reference
- 7.4 Federal Grant Supplemental Conditions (pages 1 through 5, inclusive), incorporated by reference and any grant specific terms and conditions attached to a specific job order.
- 7.5 Addenda numbers 1 to 2, inclusive, incorporated by reference
- 7.6 CONTRACTOR's Proposal, incorporated by reference
- 7.7 The Construction Task Catalog® Pricing, incorporated by reference
- 7.8 The Job Order Contract Technical Specifications, incorporated by reference
- 7.9 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 require close-out documentation

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.
- 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

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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.

Article 9 – AUTHORIZED REPRESENTATIVES

- 9.1 The Port of Everett’s Authorized representative is its Procurement & Contracts Manager.
- 9.2 The Sourcewell Authorized representative is its Chief Procurement Officer.
- 9.3 The Contractor’s Authorized Representative is its Rob Wettleson.  
If the Contractor’s Authorized Representative changes at any time during this Contract, Contractor must promptly notify the Port in writing.

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

This Agreement will be effective on July 1, 2024.

PORT OF EVERETT  
 By *Lisa Lefer*  
0B7AD46E38FE4CC...  
 Title CEO/Executive Director

Address for giving notices  
1205 Craftsman Way, Suite 200  
Everett, WA 98201

FORMA CONSTRUCTION COMPANY  
 By *[Signature]*  
 Title COO

Address for giving notices  
500 Columbia St NW  
Olympia WA 98501

END OF SECTION

**EXHIBIT A**  
**Performance and Payment Bonds**

PAYMENT BOND

Bond No. 023231913

KNOW ALL MEN BY THESE PRESENTS:

That Forma Construction Company  
of 500 Columbia Street NW, Suite 201, Olympia, WA 98501, as principal,  
and Liberty Mutual Insurance Company  
of 1001 4th Ave Suite 3700, Seattle, WA 98154, as surety, firmly  
bound and held by the Port of Everett in the penal sum of \_\_\_\_\_  
Two Million  
dollars and No cents (\$ 2,000,000.00), 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  
1st of July A.D., 2024 for the construction of: \_\_\_\_\_  
Job Order Contracting (IDIQ) 2024, Contract Number 9-2024-13 - Years 1 & 2  
\_\_\_\_\_ 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 1st day of July A.D., 2024.

Principal: Forma Construction Company  
By (Signature): [Signature]  
By (Print Name and Title): BRIAN RICH, VICE PRESIDENT  
Surety: Liberty Mutual Insurance Company  
By (Signature): [Signature]  
By (Print Name and Title): Holli Albers, Attorney-in-Fact  
Agent Name: Propel Insurance Phone No. 253-759-2200  
Agent Mailing Address: 1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402



PERFORMANCE BOND

Bond No. 023231913

KNOW ALL MEN BY THESE PRESENTS:

That Forma Construction Company  
of 500 Columbia Street NW, Suite 201, Olympia, WA 98501, as principal,  
and Liberty Mutual Insurance Company  
of 1001 4th Avenue, Suite 3700, Seattle, WA 98154, as surety, firmly  
bound and held by the Port of Everett in the penal sum of \_\_\_\_\_  
Two Million  
dollars and No cents (\$ 2,000,000.00), 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  
1st of July A.D., 2024 for the construction of: \_\_\_\_\_  
Job Order Contracting (IDIQ) 2024, Contract Number 9-2024-13 - Years 1 & 2

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 and  
surety 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, and surety 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 1st day of July A.D., 2024.

Principal: Forma Construction Company  
By (Signature): [Signature]  
By (Print Name and Title): BRIAN RICH, VICE PRESIDENT  
Surety: Liberty Mutual Insurance Company  
By (Signature): [Signature]  
By (Print Name and Title): Holli Albers, Attorney-in-Fact  
Agent Name: Propel Insurance Phone No. 253-759-2200  
Agent Mailing Address: 1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402



This 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 stated.

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

Certificate No 8211385 - 023049

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, Aliceon A. Keltner, Alyssa J. Lopez, Amber Lynn Reese, Amelia G. Burrill, Aunelies M. Richie, Brandon K. Bush, Brent E. Heilesen, Carley Espiritu, Christopher Kinyon, Donald Shanklin, Jr., Eric A. Zimmerman, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Julianne Morris, Julie R. Truitt, Justin Dean Price, Katharine J. Snider, Lindsey Elaine Jorgensen, Lois F. Weathers, Michael Mansfield, Sarah Whitaker, Tamara A. Ringeisen

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 25th day of March, 2024



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of March, 2024 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 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 1st day of July, 2024



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**EXHIBIT B**  
**Insurance Certificate(s) and**  
**Additional Insured Endorsements**

Client#: 129019

FORMCONS

ACORD<sup>TM</sup>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2024

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Propel Insurance, 601 Union Street; Suite 3400, COM Construction, Seattle, WA 98101-1371. CONTACT NAME: Shatanna Hagen, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL ADDRESS: shatanna.hagen@propelinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Alaska National Insurance Company (38733), INSURER B: The Ohio Casualty Insurance Company (24074), INSURER C: Chubb National Insurance Company (23817), INSURER D: , 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (23GPS12616), A AUTOMOBILE LIABILITY (23GAS12616), A UMBRELLA LIAB (23GLU12616), A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WA Stop Gap, 23GPS12616), C Pollution/Prof (COOG23897854015), B XS over Lead \$10 Umbrella (ECO2461611766).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job Order Contracting (IDIQ) 2024, Contract #9-2024-13 / Job #24035

Additional Insured Status applies per attached form(s).

Waiver of Subrogation applies per attached form(s).

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: [Signature]



**CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

**SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW**

**1. Miscellaneous Additional Insureds**  
8 additional insured extensions.

**Primary and Noncontributory Insurance**

**2. Damage To Premises Rented to You**  
Limit increased to \$500,000.

**3. Medical Payments**  
Limits increased to \$15,000.  
Reporting period increased to three years from the date of accident.

**4. Non-owned Watercraft**  
Increased to 50 feet.

**5. Supplementary Payments**  
Cost of bail bonds increased to \$10,000.  
Daily loss of earnings increased to \$500.

**6. Newly Formed Or Acquired Organizations**  
Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.

**7. Liberalization Clause**

**8. Unintentional Failure To Disclose Hazards**

**9. Notice of Occurrence**

**10. Broad Knowledge of Occurrence**

**11. Bodily Injury - Extension of Coverage**

**12. Expected Or Intended Injury**  
Reasonable force - bodily injury or property damage.

**13. Blanket Waiver of Subrogation**  
Waiver of subrogation where required by written contract or written agreement.

**14. In Rem Actions**

**15. Voluntary Property Damage**  
Limits added: \$5,000 occurrence, \$10,000 aggregate.

**1. MISCELLANEOUS ADDITIONAL INSURED**

**Section II Who Is An Insured** is amended to include as an additional Insured any person or organization described in Paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

- a. **State or Governmental Agency or Subdivision or Political Subdivisions**



Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or political subdivision.

**b. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you, or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**c. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**d. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**e. Owners or Other Interests From Whom Land Has Been Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**f. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.



**g. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

**h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations**

1. Any person or organization for whom you are performing operations or have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf; or
- c. "Your Work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard."

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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.

**Primary And Noncontributory Insurance**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**Section III - Limits of Insurance**, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs a. through h. above, the most we will pay on behalf of such additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

**2. Damage To Premises Rented to You**

**SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

- 6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage A for damages because of "property damage" to any one premises is the Limit shown in the Declarations or \$500,000, whichever is greater.

**3. MEDICAL PAYMENTS**

**A. Section III – Limits of Insurance**, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.





If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or \$15,000, whichever is greater.

**B.** This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

**C.** Paragraph 1.a.(3)(b) of **Section I - Coverage C - Medical Payments**, is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

**4. NON-OWNED WATERCRAFT**

**A.** If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** is replaced by the following:

(b) A watercraft that you do not own that is:

(i) Less than 50 feet long; and

(ii) Not being used to carry persons or property for a charge.

**B.** If Paragraph A. does not apply, Paragraph g. (2) of 2. **EXCLUSION under SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

(2) A watercraft that you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge.

**5. SUPPLEMENTARY PAYMENTS**

**A.** Under **Section I - Supplementary Payments - Coverage A and B, Paragraph 1.b.**, the limit of \$250 shown for the cost of bail bonds is replaced by \$10,000;

**B.** In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$500.

**6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Paragraph 3.a. of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

**7. LIBERALIZATION CLAUSE**

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

**8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph 6. – Representations** is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.



The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

**9. NOTICE OF OCCURRENCE**

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

**10. BROAD KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

- (4) A manager, if you are a limited liability company.

**11. EXPANDED BODILY INJURY**

**Section V - Definitions**, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**12. EXPECTED OR INTENDED INJURY**

Exclusion a. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

- a. "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.

**13. BLANKET WAIVER OF SUBROGATION**

**The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



**14. IN REM ACTIONS**

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

**15. VOLUNTARY PROPERTY DAMAGE**

The following is added, **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay, at your request, for "property damage" to property of others while in the care, custody or control of an insured, arising out of your business operations away from your insured premises for which this policy is written and occurring during the policy period.

However, the "property damage" must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

You agree with us that we shall have no duty to defend any claims and/or "suits" for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

As respects coverage afforded under Voluntary Property Damage, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claims or bringing "suits":

1. Subject to 2. Below, the most we will pay for "property damage" arising from any one "occurrence" arising out of "property damage" to property of others caused by you and while in your care, custody or control is \$5,000.
2. The most we will pay for the sum of all "property damage" in an annual policy period is \$10,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance.**

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 07/09/2023 Policy No. 23G PS 12616

Insured FORMA Construction Company Endorsement No.

Countersigned By \_\_\_\_\_

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**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Additional Premium: Included

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a “written contract requiring insurance” to include as an additional insured on this Coverage Part; and
- b. Has not been added to this policy as an additional insured for the same project by the attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement’s schedule;

is an insured, but:

- c. Only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury”; and
- d. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the “written contract requiring insurance” specifically requires you to provide additional insured coverage to that person for injury or damage that arises out of “your work”, that person or organization is an additional insured only if the injury or damage arises out of “your work” to which the “written contract requiring insurance” applies;

(2) If the “written contract requiring insurance” specifically requires you to provide additional insured coverage to that person for injury or damage that is caused, in whole or in part, by the acts or omissions of you or your subcontractor, that person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by the acts or omissions of you or your subcontractor in the performance of “your work” to which the “written contract requiring insurance” applies” or

(3) If neither Paragraph (1) nor (2) above applies that person or organization is only an additional insured if, and only to the extent that, the injury or damage is caused by negligent acts or omissions of you or your subcontractor in the performance of “your work” to which the “written contract requiring insurance” applies. The person or organization does not qualify as an additional insured with respect to injury or damage caused in whole or in part by independent negligent acts or omissions of such person or organization.



2. If the "written contract requiring insurance" contains a specific requirement that you procure completed operations coverage or coverage within the "products-completed operations hazard" for the additional insured, then the insurance provided to the additional insured covers "bodily injury" or "property damage" that occurs within the "products-completed operations hazard" at the level specified in Paragraph 1.d.(1), 1.d.(2), or 1.d.(3), whichever applies. However, even if completed operations coverage or coverage within the "products-completed operations hazard" is required by the "written contract requiring insurance", such coverage is available to the additional insured only if the "bodily injury" or "property damage" occurs prior to the end of the time period during which you are required by the "written contract requiring insurance" to provide such coverage or the expiration date of the policy, whichever comes first.
3. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
4. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
5. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.



b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.

6. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement for construction services under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal and advertising injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 07/09/2023

Policy No. 23GPS12616

Insured Forma Construction Company

Endorsement No. 20

Countersigned By \_\_\_\_\_

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**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

Various provisions in this endorsement restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per "accident" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.1. Who Is An Insured is amended to include:

- d. Any "employee" of yours 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.
- e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

**SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us** is amended to include:

**5. Transfer of Rights of Recovery Against Others to Us**

This condition does not apply to any person(s) or organization(s) to the extent that

subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

- (2) Up to \$10,000 for 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.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

- (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.

**SECTION II – COVERED AUTO LIABILITY COVERAGE**, Paragraph A.2.c. – **Voluntary Property Damage** is added as follows:

**c. Voluntary Property Damage**

At your written request, we may make a voluntary payment for Property Damage caused by an "insured", but without liability to a third party, up to \$25,000. We will not make a Voluntary Property Damage payment to anyone who is an "insured" under this policy.

**SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph A.2. – **Towing** is replaced by the following:

**Towing**

We will pay up to \$500 for towing and labor costs incurred each time a covered "auto" that is a:

- a. Private passenger;



- b. Truck;
- c. Pick-up truck;
- d. Panel ; or
- e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

**SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.3. – Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** is replaced by the following:

**Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay the following under Comprehensive Coverage:

- a. Glass Breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**Glass Repair – Waiver of Deductible**

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

**SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. – Transportation Expenses** is replaced by the following:

**a. Transportation Expenses**

We will pay up to \$200 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that is a:

- (1) Private passenger;
- (2) Truck;

- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. 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".

**SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.b. – Loss of Use Expenses** is replaced by the following:

**b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles**

We will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or 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 the vehicle withdrawn from service.
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.





However, the most we will pay for any expenses for loss of use is \$200 per day, to a maximum of \$1,500.

**SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.c. – Non-Transportation Loss of Use Expenses** is added as follows:

**c. Non-Transportation Loss of Use Expenses**

We will pay up to \$2,000 for non-transportation expense incurred by you, because of "loss" to a covered "auto", if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the "auto" withdrawn from service;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the "auto" withdrawn from service; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the "auto" withdrawn from service.

**SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.d. – Airbag Coverage** is added as follows:

**d. Airbag Coverage**

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered "auto" has Comprehensive Coverage or Specified Causes of Loss Coverage.

**SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.e. – Rental Reimbursement Coverage** is added as follows:

**e. Rental Reimbursement Coverage**

We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto" that is a:

- (1) Private Passenger;

- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

- (1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered "auto".
  - (b) 30 days.

(2) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(3) The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Form CA 99 23.

**SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.2. – Concealment, Misrepresentation Or Fraud** is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

**Unintentional Failure to Disclose Hazards**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**SECTION IV – BUSINESS AUTO CONDITIONS –**  
Paragraph B.5.b. – **Other Insurance** is replaced by the following:

- b. 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 by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

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

**SECTION V – DEFINITIONS –** Paragraph C. – **“Bodily injury”** is replaced by the following:

- C. “Bodily injury” means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease



**ADDITIONAL INSUREDS PRIMARY AND NON-CONTRIBUTORY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

Paragraph a. of 5. Other Insurance of Section IV - Conditions is deleted and replaced by:

**5. Other Insurance**

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

(1) Other insurance that is specifically written as excess over this Coverage Part; or

(2) Other insurance that is both:

(a) Issued to a Named Insured that is an additional insured under this Coverage Part as described in paragraph 3. of Section II - Who Is An Insured; and

(b) Intended to be excess of this insurance and non-contributory with this insurance as agreed under a written contract or agreement into which you have entered that requires that this insurance be primary and non-contributory.

Such insurance as is described in items (1) and (2) above shall apply in excess of the Limits of Insurance of this Coverage Part and we will not seek contribution or indemnity from such insurance for damages to which this Coverage Part applies.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but will be entitled to the insured's rights against all those other insurers.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 07/09/2023

Policy No. 23G LU 12616

Insured FORMA Construction Company

Endorsement No.

Countersigned By \_\_\_\_\_

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**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

As required by written contract executed prior to the date of loss

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

**The following is added to Paragraph 9. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 07/09/2023

Policy No. 23GLU12616

Insured Forma Construction Company

Endorsement No. 2

Countersigned By \_\_\_\_\_

**EXHIBIT C**  
**Retainage Bond**

RELEASE OF RETAINAGE BOND OF CONTRACTOR

Bond No. 023231914

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 One Hundred Thousand & 00/100 (\$100,000.00) 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 1st day of July, 2024 entered into a written contract with the said obligee for Job Order Contracting (IDIQ) 2024, Contract Number 9-2024-13 - Years 1 & 2 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 1st day of July, 2024.

Forma Construction Company

By: Brian Rich

Principal BRIAN RICH  
VICE PRESIDENT

Liberty Mutual Insurance Company

By: Holli Albers

Holli Albers  
Attorney-in-Fact



This 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 stated.

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

Certificate No. 8211385 - 023049

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, Aliccon A. Keltner, Alyssa J. Lopez, Amber Lynn Reese, Amelia G. Burrill, Annelies M. Richie, Brandon K. Bush, Brent E. Heilesen, Carley Espiritu, Christopher Kinyon, Donald Shanklin, Jr., Eric A. Zimmerman, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Julianne Morris, Julie R. Truitt, Justin Dean Price, Katharine J. Snider, Lindsey Elaine Jorgensen, Lois F. Weathers, Michael Mansfield, Sarah Whitaker, Tamara A. Ringeisen

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 25th day of March, 2024.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of March, 2024 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 1st day of July, 2024.



By: Renee C. Llewellyn, Assistant Secretary