AGREEMENT FORM

## PORT OF EVERETT AGREEMENT FOR JOB ORDER CONTRACTING (IDIQ) 2024 CONTRACT NO. 9-2024-15

THIS AGREEMENT is made and entered into by and between the Port of Everett (hereinafter called PORT) and Langsholt Contracting, Inc., 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**

- 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.
- 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.
- 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.
- 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.
- 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
\$150,000.01to \$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: 1.2954
  - 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: 1.2954
  - C. Non-Pre-Priced Adjustment Factor: 1.2954

### **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.

- 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 2 pages.
  - Insurance Certificate(s) and additional insured endorsements identified as Exhibit B and consisting of 5 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
- 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 <u>Dir. Construction Operations.</u>
  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 THE PROTECTION:  Lisa Lefeber  By  CEO/Executive Director	By was angles Title President				
Address for giving notices 1205 Craftsman Way, Suite 200 Everett, WA 98201	Address for giving notices P.O. Box 550 Edmonds, WA 98020				

**END OF SECTION** 

# EXHIBIT A Performance and Payment Bonds

Bond No. 4476531

# PERFORMANCE BOND

# KNOW ALL MEN BY THESE PRESENTS:

That Langsholt Contracting Inc					
of 12733 127th Ave SE, Snohomish, WA 98290 , as principal,					
and SureTec Insurance Company					
of 2103 CityWest Blvd., Suite 1300, Houston, TX 77042 , as surety, firmly					
bound and held by the Port of Everett in the penal sum ofTwo Million					
dollars and Zero 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.					
Tilling by these presents.					
WHEREAS, the said principal has entered into written contract with said Port of Everett, on the					
of A.D., 2024 for the construction of:					
Job Order Contracting (IDIQ) 2024					
Contract No. 9-2024-15					
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					
Washington, this 12th day of June A.D., 2024.					
washington, thisady orady or					
Principal: Langsholt Contracting Inc					
By (Signature):					
By (Print Name and Title):					
Surety: SureTec Insurance Company					
By (Signature):					
By (Print Name and Title): Kristine Santamaria, Attorney-in-Fact					
Agent Name: Kristine Santamaria Phone No. 206-441-6300					
Agent Mailing Address: 601 Union Street, Suite 1000, Seattle WA 98101					

Bond No. 4476531

# **PAYMENT BOND**

## KNOW ALL MEN BY THESE PRESENTS:

That Langsholt Contracting	Inc	
of <u>12733 127th Ave SE.</u>	Snohomish, WA 98290	, as principal,
and SureTec Insurance Co	ompany	
of 2103 CityWest Blvd.,	Suite 1300, Houston, TX 77042	as surety, firmly
bound and held by the Port	of Everett in the penal sum of <u>Two Millio</u>	on
the United States of Americ	cents (\$ <u>2,000,000.00</u> ca for the payment whereof, well and truly s, successors, executors, administrators, a	to be paid to the Port of Everett,
WHEREAS, the said principa	al has entered into written contract with sa	aid Port of Everett, on the
of	A.D., 2024 for the constru	uction of:
	Job Order Contracting (IDIQ) 2024	
	Contract No. 9-2024-15 ding to the terms of said contract.	
materials and supplies furn performed and said materials any and all duly authorized Everett and employees the they or any of them becompart of said principal, his agotherwise they shall remain		tract, whether said labor be iginal contract, any subcontract, or y and save harmless the Port of y or any of them suffer or for which by any neglect or carelessness on the presents shall become null and void;
	have hereunto set our hands and seals at	
wasnington, this12th_	day ofA.D., 202	4.
Principal: <u>Langsholt Contra</u> By (Signature): <u>(</u> By (Print Name and	in Langlice t	
Surety: SureTec Insurance	Company	
By (Signature):	. / ?	
	Title): Kristine Santamaria, Attorney-in-F	act
Agent Name: Kris		Phone No. <u>206-441-6300</u>
	ess: 601 Union Street, Suite 1000, Seattle	e WA

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Holly E Ulfers, Roxana Palacios, Jamie Armfield, Debbie A. Lindstrom, Amber Engel, Marina Matyunin, Kristine Santamaria Tatiana Gefter, Kathleen M. Mitchell, Benjamin Wells, Jeffrey M. Hansen, Kendall Young

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 8th day of

SureTec Insurance Company

State of Texas County of Harris:

Lindey Jennings, Vice President

, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came On this 8th day of THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

XENIA CHAVEZ Notary Public, State of Texas Notary ID# 12911765-9 My Commission Expires SEPTEMBER 10, 2024

Xenia Chavez, Notary Public My commission expires 9/10/2024

We, the undersigned Officers of SureTecInsurance Company and MarkelInsurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 12th day of June

2024

ec Insurance Co

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity, 4710012 For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

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

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2024

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(les) 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 rights to the certificate holder in lieu of such endorsement(s).

- 110	OUGEN				NAME:						
Orion Insurance Group			PHONE (A/C. No	PHONE (425) 771-5197 FAX (A/C, No): (425) 673-4427							
10634 E Riverside Dr			E-MAIL ADDRESS: erik@orioninsgroup.com								
Sui	te #300						SURER(S) AFFOR	RDING COVERAGE		NAIC #	
Bot	hell			WA 98011	INSURE	De alsie el	nam Casualty			425950	
INSU	RED				INSURE	A-CITAL	RD Insurance	Company		42390	
	Langsholt Contracting inc					BAL Stand	ey Insurance (	Company		_	
	12733 127th AVE SE				INSURER C: Mt. Hawley Insurance Company  INSURER D: Westchester Surplus Lines Insurance Company						
	· · · · · · · · · · · · · · · · · · ·					NU.					
	Snohomish			WA 98290	INSURE						
		TIEIC	ATE		INSURE	KF:		DEVISION NUMBER			
COVERAGES CERTIFICATE NUMBER: CL243409886 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											
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LTR	TYPE OF INSURANCE  COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER	-	(MAC/DD/YYYY)	(MM/UU)YYYY)	- T	s 1,00	0.000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	E0.0		
	CLAIMS-MADE OCCUR				- 1				10.0		
		<sub>Y</sub>	<sub>Y</sub>	RWAG409010		02/14/2024	02/14/2025	MED EXP (Any one person)	s 10,000		
Α		'	'	KAAGAGGGG	- 1	02/14/2024	02/14/2023		s 1,000,000		
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	OTHER:		_					COMBINED SINGLE LIMIT	\$ 4.00		
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								X PER STATUTE ER		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		RWAG409010 STOP GAP		02/14/2024	02/14/2025	E L EACH ACCIDENT	s 1,000,000		
^	OFFICER/MEMBER EXCLUDED? [Mandatory in NH)	\"\"\		NAMORORO IO 21 OL GVI		02/14/2024	0211412025				
	If yes, describe under DESCRIPTION OF OPERATIONS below							E L DISEASE - POL-CY LIMIT	s 1,000,000		
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D	Pollution Liability	Y	Y	G74461426001	- 1	03/22/2024	03/22/2025	Aggregate	1,00	0,000	
	-,							1			
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be at	tached if more sp	ace is required)				
liabi	of Everett, its officers, employees and agen lity insurance policy with respect to the oper rance on behalf of such additional insureds.								ry		
ıı ıau	rance on benefit or such additional tristieds.										
CEE	TIFICATE HOLDER		_		CANC	ELLATION					
	THIOME ROLDER				OANO						
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN											
	Port of Everett				ACC	ORDANCE WIT	H THE POLICY	PROVISIONS.			
	1205 Craftsman Way #200						T 4 TH 4 P				
	40.0				AUTHOR	IZED REPRESEN	IIAIIVE				
	Everett			WA 98201				179M			

COMMERCIAL GENERAL LIABILITY CQ 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Hame of Person or Organization:

Historical as required by written contract.

- (if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
- A. Section II Who is An insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to fability arising out of your engoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insurads, the following exclusion is added.

#### 2. Exclusions

This insurance does not apply to "bodily lafury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintanence or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage srises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

PER 20 10 10 01

COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

THIS ENDORGEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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 insurence; 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. COMMERCIAL GENERAL LIABILITY

CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsament modifies insurance provided under the following COMMERCIAL GENERAL LIMBILITY COVERAGE PART SCHEDULE

Hime of Person or Organization:

It inked as required by written contract.

(if no extly appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this enforcement. )

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 walvo any right of recovery we may have against the person or organization shown in the Sichedule above because of payments we make for injury or damage arising cut of your engoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This walver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

# COMMERCIAL GENERAL LIABILITY

CG 29 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This undersement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDOLE	
Name of Person or Organization:	
Blanket as required by virtue of written contract.	
Location And Description of Completed Operations:	
Additional Premium:	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who is An insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 20 37 10 01

# EXHIBIT C Retainage Bond

RETAINAGE BOND Bond No.4457780

KNOW ALL MEN BY THESE PRESENTS, that Langsholt Contract	ting Inc., as Principal
authorized to do business in the State of Washington and SureTec I	nsurance Company
as Surety, a corporation organized and existing under the laws of the	e State of
and authorized to transact business in the State of Washington as S	
Port of Everett as Obligee in	n the penal sum of One Hundred Thousand Dollars
and 00/100	
Dollars (\$ <u>100,0</u>	000.00 ), which is 5% of the Principal's bid.
WHEREAS, on the day of Principal, herein, executed a contract with the Obligee, for Job Ord	_, the said er Contracting (IDIQ) 2024 Contract No. 9-2024-15
WHEREAS, said contract and RCW 60.28 require the Obligee of 5% from monies earned on estimates during the progress of the contract and RCW 60.28 require the Obligee of 5% from monies earned on estimates during the progress of the contract and RCW 60.28 require the Obligee of 5% from monies earned on estimates during the progress of the contract and RCW 60.28 require the Obligee of 5% from monies earned on estimates during the progress of the contract and RCW 60.28 require the Obligee of 5% from monies earned on estimates during the progress of the contract and RCW 60.28 require the Obligee of 5% from monies earned on estimates during the progress of the contract and RCW 60.28 require the Obligee of 5% from monies earned on estimates during the progress of the contract and RCW 60.28 require the Obligee of 5% from monies earned on estimates during the progress of the contract and RCW 60.28 require the Obligee of 5% from monies earned on estimates during the progress of the CCW 60.28 require the CCW	to withhold from the Principal the sum construction, hereinafter referred to as earned retained fund
AND NOW WHEREAS, Principal has requested that the Oblige RCW 60.28.	e not retain any earned retained funds as allowed under
NOW, THEREFORE, the condition of this obligation is such that beneficiaries of the trust fund created by RCW 60.28 in the penal su increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the eafund purposes of RCW 60.28, then this obligation shall be null and v bond and any proceeds therefrom shall be made subject to all claims retained percentages in RCW 60.28.	um of 5% of the final contract cost which shall include any arned retained funds, which will not be retained, for the trust roid; otherwise, it shall remain in full force and effect. This
PROVIDED HOWEVER, that:	
<ol> <li>The liability of the Surety under this bond shall not exceed 5% are retained by the Obligee on estimates during the progress</li> </ol>	of the total amount earned by the Principal if no monies of construction.
2. Any suit under this bond must be instituted within the time per	iod provided by applicable law.
WITNESS our hands this 12th day of	June2024
	Langsholt Contracting Inc
	By: Qua Somefraces
SureTec Insurance Company	Principal
By:  Attorney-in-Fact Kristine Santamaria USI Insurance Services Northwest  Name and Address of Local Agent 601 Union Street, Suite 1000, Seattle, WA 98101  206-441-6300	NEURANCE COMPANY

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

### Kristine Santamaria

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Langsholt Contracting Inc

Obligee: Port of Everett Amounts: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and scaled and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of February, A.D. 2023.

SURETEC INSURANCE COMPANY

Michael C. Keimig, President

State of Texas County of Harris

SS;

On this 3rd day of February, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the



Board of Directors of said Company; and that he signed his name thereto by like order.

Tanya Sneed, Notary Public

My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_12th

th\_\_d

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, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.