



GENERAL SERVICES AGREEMENT

City Hall TI Modular Addition



City Attorney
Kevin Hansen
Rev: 06/26/26

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and Forma Construction Company (hereinafter the "Contractor").

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES PROVIDED

- A. The Contractor agrees to provide all necessary labor to perform the following services for the City as included in Attachment A to this Agreement.
- B. The Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct.

II. CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above.
- B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- C. The Contractor shall comply in every way with the requirement of those certain specifications entitled: Job Order Contracting for General Construction Services, Contract No. 34-22-PW, as included in Attachment B to this Agreement.
- D. The services identified under this Agreement, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

III. DURATION

Contractor agrees to perform the services under this Agreement for a period of seven weeks commencing upon acceptance of this Agreement. The Parties anticipate a start date of June 26, 2026, and a project completion date of August 14, 2026.

For the purposes of payment, the contract will expire two months after the project completion date. The anticipated contract expiration will be October 14, 2026. The City reserves the right to, at City's option, extend the agreement for up to one additional year.

IV. PAYMENT

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$287,555.78. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.

- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VI. ASSIGNMENT

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without written prior consent to the City.

VII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. TERMINATION OF AGREEMENT

The City or the Contractor may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

IX. HOLD HARMLESS AND INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all

claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein, including insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types and coverage as described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, and personal injury and advertising injury, and liability assumed under an insured agreement. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

1. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XI. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. NOTICES/FORMAL COMMUNICATIONS

Written notices, requests, or grievances to the City shall be made to:

Facilities Services, Attention: Lee Ann Skipton
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

XIII. GENERAL ADMINISTRATION AND MANAGEMENT

The Facilities Manager for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

XIV. ENTIRE AGREEMENT/MODIFICATION

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto. The terms of this Agreement supersede any conflicting provisions contained in any attachments and addenda.

XV. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material,

brochures, sales presentation or the like without the express written consent of the City.

XVI. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XVIII. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XIX. DEBARMENT

Recipient 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.

CONTRACTOR:

Brian Kazem
[Brian Kazem \(Jun 26, 2026 13:52:14 PDT\)](#)

(signature)

Print Name Brian Kazem
Address 1016 1st Ave S.
City, Zip Seattle, 98134
Phone(s) 206-795-1465

SS#/Tax ID# of Payee:

CITY OF KIRKLAND:

Tracey P. Dunlap

Tracey Dunlap, Deputy City Manager

Date: 06/26/2026



Work Order Signature Document

EZIQC Contract No.: P9-2024-13 - FORMA Construction Company			
<input checked="" type="checkbox"/>	New Work Order	<input type="checkbox"/>	Modify an Existing Work Order
Work Order Number.:	155410.00	Work Order Date:	06/25/2026
Work Order Title:	Modular Addition at City Hall		
Owner Name:	City of Kirkland	Contractor Name:	Forma Construction Company
Contact:	Tracey Dunlap	Contact:	Brian Kazem
Phone:	425-587-3101	Phone:	2067951465

Work to be Performed
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcwell EZIQC Contract No P9-2024-13 - FORMA Construction Company.
<u>Brief Work Order Description:</u>
Tenant Improvements to relocated, double classroom portable to house City Hall staff. Work includes but is not limited to demolition of existing finishes, added insulation & walls, build out of office and multi-purpose spaces, exterior paneling, added windows, casework installation, ceiling grid modifications.

Time of Performance	Estimated Start Date:	
	Estimated Completion Date:	
Liquidated Damages	Will apply: <input type="checkbox"/>	Will not apply: <input checked="" type="checkbox"/>

Work Order Firm Fixed Price: \$287,555.78
Owner Purchase Order Number:

Approvals

City of Kirkland	Date	Contractor	Date
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Detailed Scope of Work

To: Brian Kazem
SOURCEWELL - PORT OF EVERETT - WA -
City of Kirkland
123 Fifth Ave.
Kirkland, WA 98034
2067951465

From: Tracey Dunlap
City of Kirkland

123 Fifth Ave.
Kirkland, WA 98034
No Data Input

Date Printed: June 25, 2026

Work Order Number: 155410.00

Work Order Title: Modular Addition at City Hall

Brief Scope: Tenant Improvements to relocated, double classroom portable to house City Hall staff. Work includes but is not limited to demolition of existing finishes, added insulation & walls, build out of office and multi-purpose spaces, exterior paneling, added windows, casework installation, ceiling grid modifications.

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope of Work must be entered into eGordian in order to issue a Request for Proposal

Subject to the terms and conditions of JOC Contract **P9-2024-13 - FORMA Construction Company**.

Contractor

Date

City of Kirkland

Date

JOB ORDER CONTRACTING: Port Of Everett (ILA City of Kirkland)
WORK ORDER PROPOSAL – SCOPE OF WORK DETAIL

PROJECT: TI Modular Building Addition
Owner Scope of Work – Rev1

Location: NE 70th Place & 116th Ave NE
Kirkland, WA 98033

Date: 6/25/26

Estimated duration:

- 1-2 weeks pre con
- 4 weeks construction
- 1 week punch list

Description: TI work on Modular Bldg. for the City of Kirkland.

Contract Documents and Drawings:

- **Permit Set of Drawings provided by the city of Kirkland (Hinge Studio, LLC)**

General information:

- The performance of all work will be in accordance with OSHA and WISHA safety requirements. Work in accordance with applicable construction and buildings codes.
- The project start date will depend on award notice to proceed.
- All construction debris will be cleaned up during construction. Demo subcontractor to provide own dumpster or means of disposal if needed.
- Material storage shall be at the project site.
- Reasonable amounts of power and water for use by Forma and subcontractors during construction will be provided at no cost.
- Final cleaning of the site to remove any remaining debris or materials shall be accomplished at the conclusion of the project.
- Building permit to be provided by owner.
- All trades must be onsite during their respective inspection.
- Project hours are regular business hours.
- Each trade is responsible to maintain the integrity of new or existing finishes to remain.
- Each trade is responsible for cleaning work areas each shift and at completion of work
- Subcontractor to provide submittals and shop drawings within one week of NTP.
- Subcontractors must provide daily report to general contractor. Electronic version preferred.
- This is a prevailing wage job. All subcontractors must file L&I intents and affidavits of wages paid.
- Subcontractor to provide a one-year warranty from the date of substantial completion.

WORK PLAN – PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS (unless otherwise noted below) TO PERFORM SCOPE OF WORK.

Framing / Drywall

- Demo all existing interior wall finishes, throughout as marked on drawing A100, including partitions, wall paneling, drywall and window trim
- Furnish and install new framing, header and wall partitions per framing (structural) plan / details.
 - NOTE: Furnish and install backing for new shelving will be part of this scope.
- Furnish and install new batt insulation.
- Furnish and install new GWB per drawings

Finishes

- Furnish and install new tape, texture to level 4 finish.

ACT

- Remove and dispose of existing ceiling tiles.
- Furnish and install new ceiling grid AS NEEDED to patch ceiling grid. See sheet A102.
 - NOTE: Existing ceiling grid may need to be adjusted for new lighting fixtures.
- Utilize existing metal T grid where possible.
- Install owner provided ceiling tiles.

Flooring

- Demo and disposal of existing carpet to be done by Owner.
- Carpet Tiles will be provided by the Owner.
- Flooring: Prepare subfloor and install owner provided carpet.
- Furnish and install 4" wall cove rubber base – Color TBD

Electrical

- Demo and remove existing light fixtures and exit sign (reuse exit sign).
- Demo and remove existing transformer.
- Furnish and install new Transformer per drawings.
- Furnish and install pull box in existing vault for fire and comm
- Furnish and install all conduit, cable, hardware and other equipment needed for final connection to mod building panel.
- Transition existing surface-mounted receptacles to recessed installations within the wall cavities.
- Rough in for all new electrical as necessary, per drawings.
- Furnish and install new outlets and switches per drawings, 2 duplex receptacles per room.
 - NOTE: Receptacles at furniture by others.
- Furnish and install new lighting fixtures interior and exterior per drawings and specs.
- Furnish and install new "whips" for all desk spaces.
- Coordinate final hook-ups for all equipment, including existing mechanical HVAC units attached to Modular Bldg. Electrical will be connected to city hall building.
- Furnish power to Only 1 door for card reader.

Windows

- Furnish and install new Exterior Windows.
- Furnish and install proper flashing and weatherproofing to ensure watertight seal. This includes proper trim/cladding to seal the window wrap and provide proper drip edge. Treated wood 1x1 was the option given by A/E. 2x4 Trim to be provided.

Exterior and Interior Doors / Lites

- Demo existing exterior door / jamb / trim.
- Furnish and install new hollow metal jambs and doors. Include all hardware and trim as noted on drawings and Door Schedule.
- NO card reader prep for all interior doors required. Only for exterior door.
- All other prep and hardware remains the same for this door only (100)
- Door hardware for interior doors will just be a lever handle and only 1 will need a push lock (103). No prep or electrified hardware for these doors. Basic door with basic manual lever and standard hinges
- New door frames to include 18" side light and full height glass door light. Exterior door (100) has half lite and door 103 a vision lite.
- The 4 window re-lights are NOT needed anymore. Removed from scope.

Casework

- Furnish and install backing for shelving,
 - NOTE: This will be picked up in Carpentry Scope.
- Furnish and install all casework (shelving / upper and lower cabinets)
 - NOTE: Long reception counter has been deleted.

Furnishings (Blinds / Shades)

- Furnish and install new roller shades per drawings / specs.

EXCLUSIONS and CLARIFICATIONS

- **THIS PROPOSAL INCLUDES ONLY THE WORK LISTED ON THIS SCOPE OF WORK ABOVE. All other work will need to be addressed as a change order.**
- Transportation of the Modular Bldg. to City Hall is excluded
- Tying two halves of Modular Bldg. together is excluded
- Excludes ALL interior and exterior painting, including but not limited too; walls, trim, doors, frames/jambes and any and all touch up for punch list and/or trade damage.
- Excludes Fire Alarm and Device work
- Excludes Plumbing and Mechanical work
- Excludes Furniture Outlets
- Excludes Communication cable work, controls and card reader
- Excludes landscaping and restoration
- Excludes Permits (unless off the shelf trade permits)
- Excludes ALL Bldg. Envelope work not related to the tie in and waterproofing of the new windows.
- Excludes ALL work for RAMP.
- Excludes Awning
- Excludes Sidewalk and any other Concrete work.

Assumptions:

- Temp stairs (wood) will be provided by FORMA.
- Demo and disposal of existing carpet to be done by Owner.
- Carpet Tiles will be provided by Owner.
- Normal Working Hours. 7am – 5pm
- Ceiling Tiles to be provided by owner.

Special or potential long lead items:

- Door Frames / Hardware / Glazing – 4 weeks

Hours of operation

- Normal work hours 7:00am - 5:00pm Monday – Friday.

Hazardous materials

- No Good Faith Survey – Any Hazardous Materials identified will need to be addressed prior to work commencing and will be reconciled via Change Order.

Contractor's Price Proposal - Summary

Date: June 25, 2026
Re: IQC Master Contract #: P9-2024-13 - FORMA Construction Company
 Work Order #: 155410.00
 Owner PO #:
 Title: Modular Addition at City Hall
 Contractor: Forma Construction Company
 Proposal Value: \$287,555.78

ACT	\$12,576.83
Carpet	\$9,422.22
Casework	\$8,981.68
Doors	\$68,194.01
Electrical	\$87,543.24
Framing/Drywall	\$72,024.93
Section - 01	\$14,115.92
Shades	\$4,419.73
Windows	\$10,277.22
Proposal Total	\$287,555.78

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: June 25, 2026

Re: IQC Master Contract #: P9-2024-13 - FORMA Construction Company
 Work Order #: 155410.00
 Owner PO #:
 Title: Modular Addition at City Hall
 Contractor: Forma Construction Company
 Proposal Value: \$287,555.78

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
ACT					
1	09 53 23 00 0002		SF	1' x 1' Grid, Concealed, Hot Dipped Galvanized Steel, 15/16" T Bar Ceiling Suspension SystemExcludes ceiling tile.	\$5,368.65
				Quantity	Unit Price
			Installation	800.00 x	4.71 x
					Factor =
					Total
					5,368.65
				ACT Suspension - Quantity accounts for salvaging as much existing as possible	
2	09 53 23 00 0021		SF	Removal And Reinstallation Of 2' x 2' Or 2' x 4' Acoustical Ceiling Tile And Grid AssemblySuspension system tie wire, wall angles and bracing to remain in place.	\$7,208.18
				Quantity	Unit Price
			Installation	1,794.00 x	2.82 x
					Factor =
					Total
					7,208.18
				Install owner provided ceiling tile	
Subtotal for ACT					\$12,576.83
Carpet					
3	09 65 13 13 0004		LF	4" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors	\$3,011.91
				Quantity	Unit Price
			Installation	367.00 x	5.76 x
					Factor =
					Total
					3,011.91
				Wall Base 367LF	
4	09 65 16 23 0010		LF	Heat Weld Patterned Vinyl Sheet Flooring Seams	\$2,185.64
				Quantity	Unit Price
			Installation	200.00 x	7.67 x
					Factor =
					Total
					2,185.64
				Used to attach LVT sheets together	
5	09 68 13 00 0016		SY	Installation Of Owner Provided Non-Patterned Carpet Tiles	\$4,224.67
				Quantity	Unit Price
			Installation	199.00 x	14.90 x
					Factor =
					Total
					4,224.67
				Install 199 SY of owner provided carpet	
Subtotal for Carpet					\$9,422.22
Casework					
6	06 41 93 00 0008		EA	12" To 12-1/2", Flat Cabinet Pull Handle	\$944.59
				Quantity	Unit Price
			Installation	8.00 x	82.87 x
					Factor =
					Total
					944.59
				Hardware for storage doors	
7	10 56 17 00 0019		LF	16" Depth, Laminated Particleboard, Wall Mounted Solid Shelving	\$5,677.26
				Quantity	Unit Price
			Installation	60.00 x	66.41 x
					Factor =
					Total
					5,677.26
				Best match: Melamine Upper and Lower Cabinets. Added SF to include doors	
8	12 36 61 16 0004		SF	1/2" Thick, Solid Color, Solid Surface Countertop Without BacksplashQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).	\$2,359.83
				Quantity	Unit Price
			Installation	25.00 x	66.25 x
					Factor =
					Total
					2,359.83
				Corian Countertop	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 155410.00
 Work Order Title: Modular Addition at City Hall

Casework

9	12 36 61 16 0004	0011	MOD	For Up To 50, Add						\$0.00
			Installation	Quantity	x	Unit Price	x	Factor	=	Total
				0.00		21.73		1.4248		0.00

Subtotal for Casework \$8,981.68

Doors

10	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.						\$1,384.65	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total	
				2.00		485.91		1.4248		1,384.65	
				Delivery of Doors, Frames, Hardware, Glazing							
11	08 05 13 00 0004		EA	For >2 To 4 SF, Factory Installed 20 Gauge Galvannealed Steel Frame With 3/8" Glazing Pocket For Vision Glass In Door, Add						\$1,265.22	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total	
				4.00		222.00		1.4248		1,265.22	
				Framing for 18" Sidelites							
12	08 11 63 23 0002		EA	Aluminum Combination Type Residential Storm Door, Tempered Glass Top With Frame, Trim, Hardware						\$1,628.52	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total	
				1.00		1,061.06		1.4248		1,511.80	
			Demolition	Quantity	x	Unit Price	x	Factor	=	Total	
				1.00		81.92		1.4248		116.72	
				Best Match: Exterior Door G1							
13	08 12 13 13 0011		EA	4' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame						\$9,735.89	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total	
				6.00		1,021.10		1.4248		8,729.18	
			Demolition	Quantity	x	Unit Price	x	Factor	=	Total	
				6.00		117.76		1.4248		1,006.71	
				Door Frames							
14	08 42 26 00 0002		EA	3' x 7' x 1/2" Thick, Full Glass, Tempered, Glass Entrance DoorIncluding Trim And Hardware						\$45,498.42	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total	
				4.00		7,983.30		1.4248		45,498.42	
				Best match Door FG1							
15	08 71 11 00 0037		PR	4" x 4", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge						\$1,107.24	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total	
				6.00		129.52		1.4248		1,107.24	
				3 Hinges per door. 4 doors x 1.5 sets per door = 6							
16	08 71 11 00 0777		EA	8" x 44", 0.050" Thick, Satin Aluminum Finish, Aluminum Kick Plate						\$135.16	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total	
				1.00		94.86		1.4248		135.16	
				Kick Plate							
17	08 71 11 00 2091		EA	3' Push Bar, Surface Vertical Rods, Exit Device (Von Duprin Series 2227)Anodized finish: aluminum or dark brown.						\$1,580.73	
			Installation	Quantity	x	Unit Price	x	Factor	=	Total	
				1.00		1,109.44		1.4248		1,580.73	
				Push Bar Front Door							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 155410.00
 Work Order Title: Modular Addition at City Hall

Doors

18	08 71 11 00 2256	EA	Passage/Closet F75 Bored Latchset	Both sides always unlocked.					\$1,651.69	
			Installation	Quantity	Unit Price	Factor	=	Total		
				4.00	289.81	1.4248		1,651.69		
			Interior Door Latch Hardware							
19	08 71 11 00 2258	EA	Entrance/Office F82 Bored Lockset	Locked with key outside and push button inside.					\$527.95	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	370.54	1.4248		527.95		
			Lock and Latch for N1							
20	08 72 33 00 0193	LF	Top Mount, Mill Aluminum, Interlock Perimeter Gasketing Weather-Strip (Pemko 347A, 68AR)	For weather-stripping the top of doors. Includes rain drip shield and aluminum interlocking devices for door and door frame.					\$859.15	
			Installation	Quantity	Unit Price	Factor	=	Total		
				30.00	20.10	1.4248		859.15		
			Weatherstripping exterior door (full roll)							
21	08 81 23 23 0005	SF	1/4" Thick, Tempered, Clear Float Field Installed Glass						\$2,819.39	
			Installation	Quantity	Unit Price	Factor	=	Total		
				60.00	32.98	1.4248		2,819.39		
			Glass for 18" Relites							

Subtotal for Doors**\$68,194.01****Electrical**

22	02 41 16 13 0003	GSF	Up To 2,000 SF Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck						\$363.30	
			Installation	Quantity	Unit Price	Factor	=	Total		
				22.00	11.59	1.4248		363.30		
			Demo Lighting and exit sign							
23	26 05 19 16 0131	MLF	#1 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$693.79	
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.10	4,869.37	1.4248		693.79		
			Wire from Panel EVHE1 to Transformer							
24	26 05 19 16 0132	MLF	1/0 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$2,542.76	
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.32	5,665.54	1.4248		2,542.76		
			Wire from 2EVLE1 Panel to 2Port Panel (105FT)							
25	26 05 19 16 0135	MLF	4/0 AWG, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable						\$1,301.67	
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.10	9,135.81	1.4248		1,301.67		
			Wire from Transformer to Panel 2EVLE1							
26	26 05 33 13 0057	CLF	1" Rigid Galvanized Steel (RGS) Conduit Assembly With 4 #6 Copper THHN And 1 #8 Copper Insulated Grounding Conductor	Includes conduit, terminations, straps, wire as indicated. Not for use where detail is available.					\$1,731.20	
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.50	2,430.10	1.4248		1,731.20		
			#6 Grounding Conductor							
27	26 05 33 13 0601	LF	1/2" Electrical Metallic Tubing (EMT) Conduit						\$1,945.92	
			Installation	Quantity	Unit Price	Factor	=	Total		
				225.00	6.07	1.4248		1,945.92		
			1/2" EMT 225 LF							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 155410.00
 Work Order Title: Modular Addition at City Hall

Electrical

28	26	05	33	13	0604	LF	1-1/4" Electrical Metallic Tubing (EMT) Conduit										\$1,287.38	
						Installation	Quantity	Unit Price	Factor	=	Total							
							85.00	10.63	1.4248		1,287.38							
							1 1/4" EMT 85 LF											
29	26	05	33	13	0607	LF	2-1/2" Electrical Metallic Tubing (EMT) Conduit											\$3,426.64
						Installation	Quantity	Unit Price	Factor	=	Total							
							130.00	18.50	1.4248		3,426.64							
							2 1/2 EMT 130 LF											
30	26	05	33	13	2393	LF	1/2" Flexible Metallic Conduit											\$270.14
						Installation	Quantity	Unit Price	Factor	=	Total							
							40.00	4.74	1.4248		270.14							
							40LF											
31	26	05	33	13	2394	LF	3/4" Flexible Metallic Conduit											\$783.33
						Installation	Quantity	Unit Price	Factor	=	Total							
							102.00	5.39	1.4248		783.33							
							102LF											
32	26	05	33	13	2395	LF	1" Flexible Metallic Conduit											\$38.64
						Installation	Quantity	Unit Price	Factor	=	Total							
							4.00	6.78	1.4248		38.64							
							4LF											
33	26	05	33	13	2397	LF	1-1/2" Flexible Metallic Conduit											\$58.36
						Installation	Quantity	Unit Price	Factor	=	Total							
							4.00	10.24	1.4248		58.36							
							4LF											
34	26	05	33	13	2405	EA	1/2" Flexible Straight Connectors, Plain											\$110.79
						Installation	Quantity	Unit Price	Factor	=	Total							
							8.00	9.72	1.4248		110.79							
							1/2" CONN FLEX DC SQUEEZE STRAIGHT											
35	26	05	33	13	2406	EA	3/4" Flexible Straight Connectors, Plain											\$541.11
						Installation	Quantity	Unit Price	Factor	=	Total							
							34.00	11.17	1.4248		541.11							
							3/4" Conn Flex Squeeze Straight											
36	26	09	23	00	0242	EA	360 Degree Lens, Wired Occupancy Sensor (Encelium WSPLENS360)Excludes GB II cable.											\$1,932.33
						Installation	Quantity	Unit Price	Factor	=	Total							
							9.00	150.69	1.4248		1,932.33							
							Ceiling Mounted Occupancy Sensors (9)											
37	26	11	16	11	0013	EA	75 KVA, Substation, Secondary 480 Y / 277 Volt, Primary 13.8 KV, Oil Transformer, Weatherproof											\$54,407.93
						Installation	Quantity	Unit Price	Factor	=	Total							
							1.00	38,186.36	1.4248		54,407.93							
							Install T-Port 75KVA Transformer											
38	26	27	26	00	0004	EA	15 Amperes, 1 Gang, NEMA 5-15, Duplex Receptacle Assembly											\$1,716.60
						Installation	Quantity	Unit Price	Factor	=	Total							
							12.00	100.40	1.4248		1,716.60							
							12 Duplex 120V Receptacles											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 155410.00
 Work Order Title: Modular Addition at City Hall

Electrical

39	26 28 16 13 0013	EA	2 Pole, 110 To 125 Amperes, 120/240 Volt, Branch Circuit Breaker, 10,000 Amperes Interrupting Capacity						\$378.04	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	265.33	1.4248		378.04		
			New 125A Breaker in Panel EVHE1							
40	26 51 16 00 0017	EA	2 T8 Lamps, 2' x 4', Surface Mounted, Wraparound Fluorescent Fixture						\$8,223.96	
			Installation	Quantity	Unit Price	Factor	=	Total		
				17.00	339.53	1.4248		8,223.96		
			17 new 2x4 Recessed Luminaire Acuity CPX							
41	26 52 13 16 0010	EA	Single Face, Thermoplastic Housing, LED Exit Sign/Emergency Light Combo With Battery Back-Up (Lithonia LHQM-S-W-3-R-M4)Includes two circular side mounted krypton emergency lights.						\$537.98	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	377.58	1.4248		537.98		
			Exit Sign							
42	26 56 19 00 0004	EA	30 LEDs, 57 Watt, 530 mA Drive Current, Full Cutoff, LED Wall Pack (Lithonia CSXW LED)						\$2,864.93	
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	1,005.38	1.4248		2,864.93		
			Best Match: Exterior Lights W1- 10							
43	26 56 19 00 0029	EA	Photocell For Wall Pack						\$410.68	
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	144.12	1.4248		410.68		
			Photocell for Exterior Lights							
44	26 56 21 00 0078	EA	13 Watt Compact Fluorescent, Non-Cutoff, Polycarbonate Lens, Mini Wall Pack						\$1,083.13	
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	380.10	1.4248		1,083.13		
			Best Match: W1 Lights, Lithonia WDGE-1 10 Watt							
45	33 71 19 13 0003	EA	14" x 20" x 12", Electric Pull Boxes, Precast Concrete						\$892.63	
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.50	1,252.99	1.4248		892.63		
			Best match 8x8 pull box, quantity reduced to match pricing for actual size							
Subtotal for Electrical									\$87,543.24	

Framing/Drywall

46	01 71 13 00 0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.						\$1,384.65	
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	485.91	1.4248		1,384.65		
			Delivery of Drywall and Framing							
47	02 41 16 13 0003	GSF	Up To 2,000 SF Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck						\$24,439.88	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,480.00	11.59	1.4248		24,439.88		
			Demo drywall, wall paneling and window, trim 1794 SF							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 155410.00
 Work Order Title: Modular Addition at City Hall

Framing/Drywall

48	06 05 23 00 0015	EA	5-7/8" x 5-7/8" x 1-1/2" Wide, 18 Gauge Galvanized Angle Anchor (Simpson Strong Tie® A66)						\$123.53
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	14.45	1.4248		123.53		
			Simpson Tie Down (6)						
49	06 11 16 00 0049	LF	2" x 4" Wood Stud Framing, For Partition Walls						\$1,169.48
		Installation	Quantity	Unit Price	Factor	=	Total		
			480.00	1.71	1.4248		1,169.48		
			Studs for interior walls						
50	06 16 33 00 0012	SF	1/2" Interior BC Plywood Wall SheathingApplied to wall studs.						\$4,308.60
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,200.00	2.52	1.4248		4,308.60		
			Sheathing						
51	07 21 26 00 0015	SF	21-3/4" Thick, R-60 Attic, Fiberglass Blown In Insulation						\$10,914.51
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,794.00	4.27	1.4248		10,914.51		
			New Batt Insulation 1794 SF Exterior Walls						
52	09 23 13 00 0023	SF	Sand Aggregate Three Coats Gypsum Plaster On Walls						\$23,477.85
		Installation	Quantity	Unit Price	Factor	=	Total		
			2,200.00	7.49	1.4248		23,477.85		
			Level 3 Drywall Skimcoat						
53	09 29 10 00 0006	SF	5/8" Gypsum Board						\$6,206.43
		Installation	Quantity	Unit Price	Factor	=	Total		
			2,200.00	1.98	1.4248		6,206.43		
			GWB on partition and exterior walls 258LF x 10FT walls						

Subtotal for Framing/Drywall**\$72,024.93****Section - 01**

54	01 22 23 00 1414	WK	2.5 CY Rear Dump Truck With Full-Time Truck Driver						\$14,115.92
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	4,953.65	1.4248		14,115.92		
			Dump Truck Rental						

Subtotal for Section - 01**\$14,115.92****Shades**

55	12 24 13 00 0008	SF	1% To 10% Openness, Vinyl Coated Polyester, Roller Window Shades						\$4,419.73
		Installation	Quantity	Unit Price	Factor	=	Total		
			200.00	15.51	1.4248		4,419.73		
			Shades (4 existing 4x4 windows, 4 new 3x4 windows)						

Subtotal for Shades**\$4,419.73****Windows**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 155410.00
 Work Order Title: Modular Addition at City Hall

Windows

56	01 71 13 00 0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.						\$692.32
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	485.91	x	1.4248	=	692.32	
		Delivery of Windows							
57	07 13 53 00 0021	CSF	10 Mil Polyethylene Vapor Barrier						\$363.72
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	63.82	x	1.4248	=	363.72	
		Vapor Barrier for each window							
58	07 62 13 00 0013	SF	30 Gauge, 0.0125" Thick, Stainless Steel Flashing And Trim						\$401.79
		Installation	Quantity	Unit Price	Factor	=	Total		
			24.00	11.75	x	1.4248	=	401.79	
		Window Cladding for top and bottom							
59	07 62 13 00 0013 0001	MOD	For Up To 100, Add						\$100.53
		Installation	Quantity	Unit Price	Factor	=	Total		
			24.00	2.94	x	1.4248	=	100.53	
60	07 62 13 00 0013 0074	MOD	For Wrap Around Window Panning, Add						\$266.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			24.00	7.79	x	1.4248	=	266.38	
61	07 62 19 00 0007	LF	>7" To 9" Girth, 0.016" Thick, KYNAR 500® Finish, Aluminum Drip Edge						\$290.83
		Installation	Quantity	Unit Price	Factor	=	Total		
			12.00	17.01	x	1.4248	=	290.83	
		Window Flashing Drip Edge							
62	07 92 13 00 0009	CLF	1/2" x 1/2" Joint, Silicone Sealant And Caulking						\$1,475.78
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	517.89	x	1.4248	=	1,475.78	
		Caulking Exterior Windows and Door							
63	07 92 13 00 0025	CLF	1/2" x 1/2" Joint, Acrylic/Latex Sealant And Caulking						\$1,066.69
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	374.33	x	1.4248	=	1,066.69	
		Interior Window and Door Caulking							
64	08 53 13 00 0460	EA	Up To 73" U/I, Replacement, Horizontal Sliding Vinyl Window (Silver Line 8700)						\$3,887.08
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	682.04	x	1.4248	=	3,887.08	
		4 New 3x4 Anderson 100 Series Windows							
65	08 53 66 00 0002	EA	Up To 6 SF, Insect Screen For Vinyl Windows						\$357.45
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	62.72	x	1.4248	=	357.45	
		4 Window Screens							
66	08 72 33 00 0193	LF	Top Mount, Mill Aluminum, Interlock Perimeter Gasketing Weather-Strip (Pemko 347A, 68AR) For weather-stripping the top of doors. Includes rain drip shield and aluminum interlocking devices for door and door frame.						\$1,374.65
		Installation	Quantity	Unit Price	Factor	=	Total		
			48.00	20.10	x	1.4248	=	1,374.65	
		Best match: weather stripping on windows							

Subtotal for Windows**\$10,277.22**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 155410.00
Work Order Title: Modular Addition at City Hall

Proposal Total **\$287,555.78**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Subcontractor Listing

Date: June 25, 2026

Re: IQC Master Contract #: P9-2024-13 - FORMA Construction Company
 Work Order #: 155410.00
 Owner PO #:
 Title: Modular Addition at City Hall
 Contractor: Forma Construction Company
 Proposal Value: \$287,555.78

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

**AMENDED AND RESTATED
INTERLOCAL COOPERATIVE PURCHASING AND CONTRACTING AGREEMENT**

In accordance with Chapter 39.34 RCW and with all other applicable laws, the Port of Everett, a port district organized under the laws of the State of Washington, and the City of Kirkland, a municipal corporation organized under the laws of the State of Washington, (each "Agency", collectively "Agencies") hereby agree to this cooperative governmental purchasing and contracting agreement ("Agreement") for various supplies, materials, equipment, services and public works, using competitively awarded contracts. This Amended and Restated Interlocal Cooperative Purchasing and Contracting Agreement amends and fully restates and replaces the Interlocal Cooperative Purchasing Agreement executed on March 21, 2016. This Agreement is effective the date of the last signature. The following terms and conditions shall apply:

1. Each Agency, in contracting for the purchase of supplies, materials, equipment, services and public works, agrees to extend contracts for shared use with the other Agency at each Agency's discretion to the extent permitted by law and as agreed upon by those Agencies and the parties to the underlying contracts ("Vendors").
2. Each Agency may insert in its solicitations a provision disclosing that other authorized governmental agencies may also wish to utilize the resulting contract and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms, and conditions.
3. Any purchases by one Agency that are extended to the other Agency shall be effectuated by a purchase order, p-card, or contract from the purchasing Agency and directed to the vendor(s).
4. The originating contracting Agency does not accept responsibility or liability for the performance of any Vendor used by the purchasing Agency as a result of this Agreement.
5. Each Agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order for that Agency that it obtained as a result of this Agreement.
6. Each Agency shall comply with and obey all state, federal, and local laws, regulations, and ordinances, as well as their own internal policies, applicable to the performance of this Agreement, including but not limited to all statutory contracting requirements.
7. This Agreement shall remain in force until December 31, 2050, unless earlier cancelled on 30 days' written notice by either party. If this Agreement is cancelled while either Agency is awaiting items purchased prior to cancellation of this Agreement as a result of this Agreement, the Agency remains responsible for fulfilling payment and any other obligations relating to that purchase.

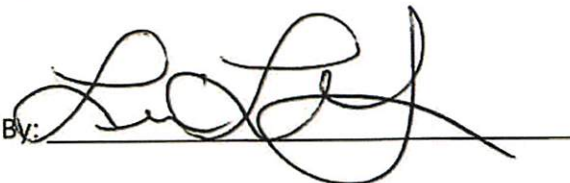
Interlocal Cooperative Purchasing and Contracting Agreement
Port of Everett

- 8. Each Agency using a contract let by the original contracting Agency shall be solely responsible for negligent or wrongful acts arising out of or related to its use of the contract, and shall defend and indemnify the Agency that awarded the original contract from any claim, cost, or expense, including reasonable attorney's fees, arising therefrom, except that the Agency which awarded the original contract shall defend, indemnify, and hold harmless other Agencies using the contract from any claim, cost, or expense, including attorney's fees, caused by or related to the original Agency's erroneous representation to the purchasing Agency that the original award of the contract complied with the requirements of RCW 39.34.030(5)(b) as now or hereafter amended.
- 9. Upon execution of this Agreement, each Agency shall either post the executed Agreement online or file it with its county auditor.
- 10. Neither Agency shall assign its rights in this Agreement.
- 11. No separate legal or administrative entity is created by this Agreement. Neither party is authorized to bind the other party to any contract or obligation.
- 12. This Agreement may be modified by a writing explicitly identify it as a modification or amendment of this Agreement that is signed by authorized representatives of each agency.

City of Kirkland

Port of Everett

By: Julie Underwood
Julie Underwood (Mar 13, 2025 10:00 PDT)

By: 

Name: Julie Underwood

Name: Lisa Lefeber

Title: Deputy City Manager

Title: Chief Executive Officer/Executive Director

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

PORT OF EVERETT
 JOB ORDER CONTRACTING FOR
 GENERAL CONSTRUCTION SERVICES

AGREEMENT FORM

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

PORT OF EVERETT
JOB ORDER CONTRACTING FOR
GENERAL CONSTRUCTION SERVICES

AGREEMENT FORM

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.m. 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 seats 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™

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 (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326
	E-MAIL ADDRESS: shatanna.hagen@propelinsurance.com		
INSURED Forma Construction Company 500 Columbia St NW, Suite 201 Olympia, WA 98501	INSURER(S) AFFORDING COVERAGE		NAIC #
	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 :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

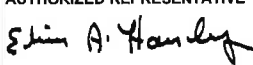
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded; \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	23GPS12616	07/09/2023	07/09/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	23GAS12616	07/09/2023	07/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	23GLU12616	07/09/2023	07/09/2024	EACH OCCURRENCE \$10,000,000 07/09/2023 07/09/2024 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA Stop Gap 23GPS12616	07/09/2023	07/09/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> Pollution/Prof	X	x	COOG23897854015	07/09/2023	07/09/2024	3,000,000 OCC/AGG
B	<input checked="" type="checkbox"/> XS over Lead \$10 <input checked="" type="checkbox"/> Umbrella	X	X	ECO2461611766	07/09/2023	07/09/2024	15,000,000 OCC 15,000,000 AGG

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 
---	---



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

- | | |
|---|--|
| <p>1. Miscellaneous Additional Insureds
8 additional insured extensions.</p> <p>Primary and Noncontributory Insurance</p> <p>2. Damage To Premises Rented to You
Limit increased to \$500,000.</p> <p>3. Medical Payments
Limits increased to \$15,000.
Reporting period increased to three years from the date of accident.</p> <p>4. Non-owned Watercraft
Increased to 50 feet.</p> <p>5. Supplementary Payments
Cost of bail bonds increased to \$10,000.
Daily loss of earnings increased to \$500.</p> <p>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.</p> <p>7. Liberalization Clause</p> <p>8. Unintentional Failure To Disclose Hazards</p> <p>9. Notice of Occurrence</p> <p>10. Broad Knowledge of Occurrence</p> <p>11. Bodily Injury - Extension of Coverage</p> <p>12. Expected Or Intended Injury
Reasonable force - bodily injury or property damage.</p> | <p>13. Blanket Waiver of Subrogation
Waiver of subrogation where required by written contract or written agreement.</p> <p>14. In Rem Actions</p> <p>15. Voluntary Property Damage
Limits added: \$5,000 occurrence, \$10,000 aggregate.</p> <p>1. MISCELLANEOUS ADDITIONAL INSURED</p> <p>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:</p> <ol style="list-style-type: none"> 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 <p>Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:</p> <ol style="list-style-type: none"> 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)

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

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. Pruitt, 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.

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

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
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