

NORTHSHORE PARKS AND RECREATION SERVICE AREA, WASHINGTON JOB ORDER CONTRACT

THIS JOB ORDER CONTRACT (hereinafter “the Contract”) is entered into by and between the Northshore Parks and Recreation Service Area (hereinafter “the District” or “NPRSA”) and Forma Construction Company (hereinafter “the Contractor”). The District and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 – WORK

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

The Work is generally described as follows:

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

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

SECTION 2 – DISTRICT REPRESENTATIVES

- 2.1 Project Manager:** The District will appoint a Project Manager for each Job Order, who shall be the District’s representative, assume all duties and responsibilities and have the rights and authority assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with the Job Order and the Contract Documents.
- 2.2 Contract Administrator:** The JOC Contract Administrator is designated by the District to manage the Job Order Contracting program for the District. The Contract Administrator will oversee the execution of the program on behalf of the District and will provide overall guidance to the Project Managers and Contractor(s) in the execution of Job Orders. The Contract Administrator shall intervene in disputes or disagreements between the Project Manager and the Contractor. The Contract Administrator also may exercise any authority granted to Project Managers under the Contract Documents with respect to any Job Order at any time.

SECTION 3 – CONTRACT TIME

- 3.1** The Base Term of the Contract is two (2) years.
- 3.2** There is one (1) bilateral Option Term. Both parties must agree to extend the Contract for the Option Term. The duration of the Option Term is one year.
- 3.3** The District and the Contractor may agree to extend the Option Term.

- 3.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and/or the guarantee period may continue after the Contract term has expired. All terms and conditions of the Contract apply to each Job Order.
- 3.5 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.

SECTION 4 – CONTRACT PRICE

- 4.1 The District shall pay the Contractor for completion of each Detailed Scope of Work in accordance with the Contract Documents.
- 4.2 The Contract is an indefinite-quantity contract for general construction work and services. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract is Twenty-Five Thousand Dollars (\$25,000). The Estimated Annual Value is two Million Dollars (\$2,000,000) for the District’s Job Order Contracting Program. The District reserves the right to issue up to the maximum amount specified in RCW 39.10.40 of Four Million Dollars (\$4,000,000) per year or such greater amount that may be authorized by statute. The Maximum Contract Value shall not exceed the value set forth in the RCW.
- 4.3 The Contractor is not guaranteed to receive the Estimated Annual Value. It is merely an estimate. Owner has no obligation to give the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.
- 4.4 The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:

Normal Working Hours Adjustment Factor (General Facilities)

7:00 am to 4:00 pm Monday through Friday, except for District Holidays.

Other Than Normal Working Hours Adjustment Factor (General Facilities)

4:01 pm to 6:59 am Monday through Friday, and all-day Saturday, Sunday and District Holidays.

Normal Working Hours Adjustment Factor (Secured Facilities)

7:00 am to 4:00 pm Monday through Friday, except for District Holidays.

Other Than Normal Working Hours Adjustment Factor (Secured Facilities)

4:01 pm to 6:59 am Monday through Friday, and all-day Saturday, Sunday and District Holidays.

Non-Prepriced Adjustment Factor: 1.3120.

SECTION 5 – PAYMENT PROCEDURES

The Contractor shall submit Applications for Payment in accordance with Article 12 the General Conditions. Applications for Payment will be processed by the Contract Administrator with approval by the Project Manager as provided in the General Conditions.

- 5.1 Progress Payments. The District shall make progress payments on account of the Job Order Price on the basis of the Contractor's Invoices as recommended by Project Manager and Contract Administrator in accordance with the General Conditions. All progress payments will be on the basis of the progress of the Work as established in the General Conditions (and in the case of Unit Price Work based on the number of units completed).
- 5.2.1 Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions, District shall pay the remainder of the Job Order Price as recommended by Project Manager and Contract Administrator. A Certificate of Completion signed by the Project Manager is required prior to payment of any final invoice(s).
- 5.2.2 Schedule. As determined by the Project Manager, progress payments shall be made per the Project Payment Schedule.
- 5.2.3 Separate Contract. Per RCW 39.10.450, for purposes of chapters 39.08, 39.12, 39.76, and 60.28 RCW, each Job Order issued shall be treated as a separate contract. The Contractor will provide the bonds as set forth in the RFP and in the General Conditions on the forms provided by the District.

SECTION 6 – INDEMNIFICATION

The indemnity and defense obligations in this Section 6 are in addition to any other indemnity and defense obligation elsewhere in the Contract Documents.

A. The Contractor will defend and indemnify the District from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by the Contractor relating to, or arising out of its performance of, this Contract. The Contractor will defend and indemnify the District whether a Claim is asserted directly against the District, or whether a Claim is asserted indirectly against the District, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the District. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the District. The District retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the District.

B. The Contractor's obligations under this Section shall not apply to Claims caused by the sole negligence of the District. If: (1) RCW 4.24.115 applies to a particular Claim; and (2) such Claim is caused by or results from the concurrent negligence of: (a) the Contractor, its employees, subcontractors/subconsultants or agents; and (b) the District, then the Contractor's obligations under this Section 6 shall apply only to the extent allowed by RCW 4.24.115.

C. As used in this section: (1) "District" includes the District's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the District, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes the Contractor, its employees, agents, representatives and subcontractors.

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

SECTION 7 – CONTRACTOR'S REPRESENTATIONS

The Contractor makes the following representations:

- 7.1 The Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 The Contractor is fully qualified to perform the Work to be performed hereunder in a competent and professional manner.
- 7.3 The Contractor has given the Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Project Manager is acceptable to the Contractor.

SECTION 8 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the District and the Contractor concerning the Work consist of the following:

- 8.1 This Contract and its exhibits, if any. In a Federally Funded Job Order (as defined in the General Conditions) this Contract includes the applicable current Federal Contract Clauses, which the District will specifically designate in the Job Order. These Federal Contract Clauses are only applicable to that specific Federally Funded Job Order and have no force or effect with respect to any other Job Order. A Federally Funded Job Order may also include

one-time changes to the Contract Documents specifically for that Job Order signed for the District by the Contract Administrator as necessary to coordinate the requirements of the applicable Federal Contract Clauses with the requirements of the Contract Documents.

- 8.2 General Conditions, attached hereto and incorporated by reference.
- 8.3 Supplementary Conditions, attached hereto and incorporated by reference.
- 8.4 The RFP and all addenda, incorporated by reference.
- 8.5 Contractor's Proposal, incorporated by reference. If there is inconsistency between any provision of the Contractor's Proposal and any other Contract Document, then the provision imposing the more stringent requirement on the Contractor will control.
- 8.6 The Construction Task Catalog® and Technical Specifications, incorporated by reference.
- 8.7 All Job Orders and related documents, including but not limited to, the Detailed Scope of Work with Drawings and/or Specifications, Request for Proposal, Price Proposal, Job Order Proposal, Notice to Proceed, submittals, record documents, and all required close-out documentation and warranties, incorporated by reference. If there is inconsistency between any provision of the documents listed in this Section 8.7 and any other Contract Document, then the provision imposing the more stringent requirement on the Contractor will control.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions or Supplementary Conditions.

All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. In cases of conflict in the requirements and provisions as set out by the Contract Documents, the specifications, or the drawings, such conflict shall be reconciled by the order of precedence in the order the Contract Documents are set forth above.

Additionally, in the event of conflicting provisions within the Job Order Contract, the following order of precedence with item (a) representing the highest precedence for resolution of the conflict shall apply:

- a) Contract Modifications (later takes precedence over earlier)
- b) Job Order Contract
- c) Addenda (later takes precedence over earlier)
- d) Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders)
- e) Request for Proposals
- f) General Terms and Conditions
- g) Special and Supplementary Conditions (when provided)
- h) The Construction Task Catalog®
- i) Gordian Technical Specifications

Any modification of any Contract Document listed in sections 8.1 to 8.6 above requires an amendment executed by an authorized representative of the District and by an authorized representative of the Contractor. Changes to Contract Documents listed under Section 8.7 may be

executed by an authorized representative of the Contractor and by the Project Manager or the Contract Administrator for the District.

SECTION 9 – PREVAILING WAGES

Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The Contractor will be required to file prevailing wage intents and affidavits with the Washington State Department of Labor & Industries for each Job Order. A Federally-Funded Job Order may specify the Davis-Bacon Act and Copeland Anti-Kickback Act, in which case the Contractor shall comply with these requirements. The Contractor will pay Washington state prevailing wages or Davis-Bacon wages, whichever is higher.

SECTION 10 – MISCELLANEOUS

- 10.1 Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 10.2 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.
- 10.3 District 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.
- 10.4 This Contract is governed by the laws of the State of Washington, without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be exclusively brought in the Superior Court of King County, Washington.
- 10.5 Force Majeure: Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Contract during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Contract, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

- 10.6 Nondiscrimination: In hiring or employment made possible or resulting from this Contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.
- 10.7 Integration: The agreement between the parties shall consist of this Contract and its Appendices 1 & 2, the Request for Proposals, including the Scope of Work and Proposal form, and all Supplementary Conditions. These writings constitute the entire agreement of the parties and shall not be amended except by a writing executed by both parties. In the event of any conflict between this written Contract and any provision in the Contract Documents, the order of precedence shall apply.
- 10.8 This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the District, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Contractor as stated herein.
- 10.9 Counterpart Originals: This Contract may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original Contract, and all of which shall constitute one Contract. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

IN WITNESS WHEREOF, NPRSA and the Contractor have signed this Contract. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original.

NORTHSHORE PARKS AND RECREATION SERVICE AREA, WASHINGTON
<u><i>Rachel Best-Campbell</i></u> <small>Rachel Best-Campbell (Aug 1, 2022 09:33 PDT)</small>
ATTEST/AUTHENTICATED:
<u><i>Barbara Glass</i></u> District Clerk Date: <u>Aug 1, 2022</u>
APPROVED AS TO FORM:
<u><i>Paul Byrne</i></u> <small>Paul Byrne (Aug 1, 2022 10:06 PDT)</small> Office of the City Attorney

CONTRACTOR

Forma Construction Company
By: <u><i>Brian Rich</i></u>
<u>Brian Rich</u> Typed/Printed Name:
Title: <u>Vice President</u>
Date: <u>June 28, 2022</u>

PERFORMANCE BOND

Bond No.: 023221757

NPRSA has awarded to Forma Construction Company (Principal), a contract for the construction of the project designated as Job Order Contracting General Construction Services 2022 - Years 1 & 2, (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Liberty Mutual Insurance Company (Surety), a corporation organized under the laws of the State of Massachusetts and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to NPRSA in the sum of Two Million US Dollars (\$2,000,000.00), subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. Signed and Sealed on this 29th day of June, 2022

PRINCIPAL Forma Construction Company
Brian Rich

SURETY Liberty Mutual Insurance Company
Holli Albers

Printed Name: Brian Rich

Printed Name: Holli Albers

Title: Vice President

Title: Attorney-in-Fact

Name, address, and telephone number of local office/agent of Surety is:

Propel Insurance
1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402
253-759-2200

APPROVED AS TO FORM:

Office of the District Attorney

PAYMENT BOND

Bond No. 023221757

NPRSA has awarded to Forma Construction Company (Principal), a contract for the construction of the project designated as Job Order Contracting General Construction Services 2022 * (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW. * Years 1 & 2

The Principal, and Liberty Mutual Insurance Company (Surety), a corporation organized under the laws of the State of Massachusetts and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to Northshore Parks and Recreation Service Area in the sum of Two Million US Dollars (\$2,000,000.00), subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work and shall pay the taxes, increases, and penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

Signed and Sealed on this 29th day of June, 2022

PRINCIPAL Forma Construction Company
Brian Rich

SURETY Liberty Mutual Insurance Company
Holli Albers

Printed Name: Brian Rich

Printed Name: Holli Albers

Title: Vice President

Title: Attorney-in-Fact

Name, address, and telephone number of local office/agent of Surety is:

Propel Insurance
1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402
253-759-2200

APPROVED AS TO FORM:

Office of the District
Attorney

RETAINAGE BOND

Bond No. 023223244

KNOW ALL MEN BY THESE PRESENTS, that Forma Construction Company, a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and ^{Liberty Mutual Insurance Company}, a corporation organized under the laws of the State of Massachusetts and registered to transact business in the in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to Northshore Parks and Recreation Service Area, Washington, hereinafter called "District", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of One Hundred Thousand and No /100's Dollars (\$100,000.00) the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on _____, the Principal executed a contract (the "Contract") with the District known as:

Project Name: RFP JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION SERVICES

And,

WHEREAS, said Contract and RCW Chapter 60.28 require the District to withhold certain funds from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds"; and

WHEREAS, the Principal requested that the District release the earned retained funds, as allowed under Chapter 60.28 RCW;

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the District to indemnify, defend and hold the District harmless from any and all loss, costs or damages that the District may sustain by reason of release of said earned retained funds to the Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW and the Contract.
2. The Surety hereby consents to and waives notice of any extension in the time for performance

of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order.

3. Until written release of this obligation by the District, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.
4. Chapter 60.28 RCW authorizes the District to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.
5. Any claim or suit against the District to foreclose the liens provided for by Chapter 60.28 RCW shall be effective against the Principal and the Surety and any judgment under Chapter 60.28 RCW against the District shall be conclusive against the Principal and the Surety.
6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

SIGNED AND SEALED THIS 29th of June, 2022.

Forma Construction Company
Principal

By Brian Rich

Typed/Printed Name: Brian Rich Its Vice President

Liberty Mutual Insurance Company
Surety

By Holli Albers

Typed/Printed Name: 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: 8207353-023049

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; Annelies M. Richie; Brandon K. Bush; Brent E. Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L. Jay; Dana Marie Brinkley; Diane M. Harding; Donald Shanklin, Jr.; Eric A. Zimmerman; Erica E. Mosley; Holli Albers; Jacob T. Haddock; James B. Binder; Jamie L. Marques; Julie R. Truitt; Justin Dean Price; Kari Michelle Motley; Katharine J. Snider; Lindsey Elaine Jorgensen; Lois F. Weathers; Michael Mansfield; Misti M. Webb; Sara Sophie Sellin; 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 17th day of February, 2022.



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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
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 29th day of June, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2022

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 Tacoma Commercial Insurance 1201 Pacific Ave, Suite 1000 Tacoma, WA 98402	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													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Ins Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty CoofAmerica</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER D : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Ins Co of Hartford	20478	INSURER B : Travelers Property Casualty CoofAmerica	25674	INSURER C : The Ohio Casualty Insurance Company	24074	INSURER D : Illinois Union Insurance Company	27960	INSURER E : Valley Forge Insurance Company	20508	INSURER F :
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INSURED Forma Construction Company 500 Columbia St NW, Suite 201 Olympia, WA 98501														

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	6081320801	07/09/2021	07/09/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6081320815	07/09/2021	07/09/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP1S95288521NF	07/09/2021	07/09/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA Stop Gap 6081320801	07/09/2021	07/09/2022	<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	XS over Lead \$10 Umbrella			ECO2261611766	07/09/2021	07/09/2022	15,000,000 OCC 15,000,000 AGG
D	Pollution/Prof			COOG23897854013	07/09/2020	07/09/2022	3,000,000 OCC/AGG

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

RE: Northshore Parks and Recreation Service Area, Washington, Job Order Contract.

Additional Insured Status applies per attached form(s).

CERTIFICATE HOLDER Northshore Parks and Recreation 10201 E Riverside Drive Bothell, WA 98011	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 
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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FORMA CONSTRUCTION COMPANY

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 COLUMBIA ST NW STE 201

6 City, state, and ZIP code
OLYMPIA, WA 98501

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-						
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or

Employer identification number

9	1	-	1	3	1	9	9	0	4
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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **1-31-22**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: May 13, 2022

Profit Corporation

Unified Business ID #: 600604496

Business ID #: 001

Location: 0001

Expires: Dec 31, 2022

FORMA CONSTRUCTION COMPANY
STE 201
500 COLUMBIA ST NW
OLYMPIA WA 98501-4447

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

- TUMWATER GENERAL BUSINESS #R-000861 - ACTIVE
- OLYMPIA GENERAL BUSINESS #1788 - ACTIVE
- KELSO GENERAL BUSINESS - NON-RESIDENT #A040351 - ACTIVE
- MOUNT VERNON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- MUKILTEO GENERAL BUSINESS - NON-RESIDENT (EXPIRES 4/30/2023) - ACTIVE
- PUYALLUP GENERAL BUSINESS - NON-RESIDENT #2010166 - ACTIVE
- LAKEWOOD GENERAL BUSINESS - NON-RESIDENT #BL13-00872 - ACTIVE
- BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT #45289 - ACTIVE
- CENTRALIA GENERAL BUSINESS - NON-RESIDENT #10931 - ACTIVE
- CHEHALIS GENERAL BUSINESS - NON-RESIDENT #17-0005 - ACTIVE
- YELM GENERAL BUSINESS - NON-RESIDENT #10082 - ACTIVE
- SHELTON GENERAL BUSINESS - NON-RESIDENT #0055850 - ACTIVE
- KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL-0005013 - ACTIVE
- ANACORTES GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- BELLINGHAM GENERAL BUSINESS #053573 - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 600604496 001 0001

STATE OF WASHINGTON

Expires: Dec 31, 2022

FORMA CONSTRUCTION
COMPANY
STE 201
500 COLUMBIA ST NW
OLYMPIA WA 98501-4447

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
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FOLD HERE