

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202208002

Originating Department:	Public Works - Engineering
Division/Program: (i.e. Dept. Division and Program)	905900 / Construction
Contract or Grant Administrator:	James E. Lee, P.E., Engineering Manager
Contractor's / Agency Name:	Western Refinery Services, Inc.
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: <u>July 12, 2022</u> (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): <u>Bid No. 22-29</u> Cost Center: <u>128200</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input checked="" type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>478,878.76</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This contract was awarded through the competitive bid process and received approval for award by the County Council on July 12, 2022.	
Term of Contract: N/A	Expiration Date: Project Completion

Contract Routing:	1. Prepared by: JEL	Date: 8-1-2022
	2. Attorney signoff: Christopher Quinn	Date: 8/1/2022
	3. AS Finance reviewed: M Caldwell	Date: 8-1-22
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>7-27-22</u>
	6. Submitted to Exec.: _____	Date: <u>8/2/22</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: <u>8-3-22</u>
	9. Original to Council: _____	Date: <u>8-9-22</u>

CONTRACT

2022 and 2023 SWIFT CREEK CHANNEL EXCVATION

WORK ORDER NUMBER 21055

This Contract, made and entered into this 3rd day of August, 20 22 by and between Whatcom County, Washington, a municipal Corporation and a Charter County in the State of Washington, hereinafter called the "County" and Western Refinery Services, Inc. hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work, all in full compliance with the contract documents entitled "2022 and 2023 Swift Creek Channel Excavation, Work Order Number 21055". The Washington State Department of Transportation Standard Specifications and all sections contained in said contract documents, including bid procedures and conditions, bid proposal, specifications and conditions, contract forms, construction plans, and appendices, are hereby referred to and by reference made a part hereof.
2. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the above-described work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents, including the schedule of estimated quantities, and unit and lump sum prices in the Bid Proposal, the approximate sum of \$ 478,878.76 the total amount of bid, subject to the actual quantity of work performed, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. The County hereby appoints and the Contractor hereby accepts the Whatcom County Engineer, as the County's representative for the purpose of administering the provisions of this Contract, including the County's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor, to assess the general performance of the Contractor under this Contract, to determine if the contracted services are being performed in accordance with Federal, State or local laws, and to administer any other right granted to the County under this Contract. The County expressly reserves the right to terminate this Contract as provided in the contract documents, and also expressly the reserves the right to commence civil action for the enforcement of this contract.

5. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
6. The Contractor agrees to comply with all applicable Federal, State, County or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
7. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the County Engineer. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
8. The parties intend that an independent Contractor-County relationship will be created by this Contract. The County is interested only in the results to be achieved, and the implementation of the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the County for any purpose. Employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the County Engineer and shall be subject to the County Engineer's general rights of inspection and review to secure the satisfactory completion thereof.
9. The Contractor agrees and covenants to indemnify, defend, and save harmless, the County and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "County" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the County. In case any suit or cause of action shall be brought against the County on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the County.
 - a. In the event the County is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the County's legal fees, costs and disbursements incurred in establishing the right to indemnification.
 - b. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence.

10. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract, or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in Whatcom County, Washington.
11. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
12. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
13. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the County Executive has caused this instrument to be executed by and in the name of the said County, the day and year first above written.

Executed by the Contractor this 27th day of July 20 22.

By:  (SEAL)


Title: President

Contractor: Western Refinery Services, Inc.

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 27th day of July, 20 22, before me personally appeared Ryan Likked, to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.




Notary Public, in and for the
State of Washington, residing at:

Lynden

My commission expires: 8/1/2022

Executed by Whatcom County this 3rd day of August, 2022.

By: Satpal Singh Sidhu
Satpal Singh Sidhu
Whatcom County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 3rd day of August, 2022, before me personally appeared Satpal Singh Sidhu, to me personally known to be the Executive of Whatcom County described in and who executed the above instrument and who acknowledged to me the act of signing thereof.



Suzanne M. Mildner
Notary Public, in and for the
State of Washington, residing at:
Bellingham
My commission expires: 12-31-22

Approved as to form: 1/31 Christopher Quinn
Christopher Quinn
Deputy Prosecuting Attorney & Civil Division

CONTRACT BOND**2022 and 2023 SWIFT CREEK CHANNEL EXCAVATION****WORK ORDER NUMBERS 21055**

KNOW ALL MEN BY THESE PRESENTS, that Western Refinery Services, Inc.

as PRINCIPAL, and

Philadelphia Indemnity Insurance Company

a corporation duly authorized to do a general Surety business in the State of Washington, as SURETY, are jointly and severally held and bound unto the COUNTY OF WHATCOM, OBLIGEE herein, in the sum of

Four hundred seventy eight thousand eight hundred seventy eight and 76/100----- ;

(\$ 478,878.76-----), lawful money of the United States, for the payment of which we bind our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has executed and entered into a certain Contract, with the OBLIGEE, dated 7/27/2022 in the Contract described, which Contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the PRINCIPAL shall well and truly perform and fulfill all and every obligation of the covenants, conditions, stipulations, and agreements in the Contract mentioned to be performed and fulfilled; and shall promptly make payment to all persons supplying him with labor, equipment and materials in the prosecution of the work provided for in the Contract; and shall keep the OBLIGEE harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the OBLIGEE, growing out of or incurred in, the prosecution of the work according to the terms of the Contract; and shall repay to the OBLIGEE all sums of money which the OBLIGEE may pay to other persons on account of work and labor done or materials furnished on or for the Contract; and if the PRINCIPAL shall in all respects, faithfully perform said Contract, then this obligation shall be void; otherwise, the same shall remain in full force and virtue.

It is, however, mutually understood between the parties hereto, that in no event shall the SURETY be liable for a greater sum than the penalty of this bond.

IN WITNESS WHEREOF, this instrument is executed in 2 counterparts, each one of which shall be deemed an original. This 25th day of July, 2022.

WITNESS AS TO PRINCIPAL

Western Refinery Services, Inc.

(SEAL)

Principal

By: 

Philadelphia Indemnity Insurance Company

Surety

By: 

Attorney-in-Fact Joshua Wright



The Attorney-In-Fact (Resident Agent) who executes this bond on behalf of the Surety, must attach a copy of his power of attorney as evidence of his authority.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kristin Jackson, Jennifer Lutz and Joshua Wright of Bell-Anderson Agency, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of July, 20 22.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

RETAINAGE INVESTMENT OPTION

2022 and 2023 SWIFT CREEK CHANNEL EXCAVATION

WORK ORDER NO. NUMBERS 21055

CONTRACTOR: Western Refinery Services, Inc.

Pursuant to R.C.W. 60.28.010, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your retainage as described in "Current Expense" option 1 below.

- 1. **Current Expense:** The County will retain your money in its Current Expense Fund Account until sixty (60) days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- 2. **Interest Bearing Account:** The County will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- 3. **Escrow/Investments:** The County will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. If this option is chosen, the bidder shall complete the Escrow Agreement form on the following pages.
- 4. **Retainage Bond:** The Bidder shall post a retainage bond equal to 5% of the total bid price on this. If this option is chosen, the Bidder shall complete the Retainage Bond form supplied in this document.

Retainage is normally released 45-60 days after final acceptance of work by the County, or following receipt of Washington State Departments of **Labor and Industries / Revenue / Employment Security**, whichever takes longer.


(Contractor's signature)

President
(Title)

ESCROW AGREEMENT

Escrow No. _____
Agency Whatcom County

TO: _____

The undersigned, _____, hereinafter referred to as the Contractor, has directed Whatcom County hereinafter referred to as the Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

The Agency shall deliver to you from time to time, checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name, any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have, pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions or investments recited herein. Attached is a list of such bonds or other securities approved by the Agency. No further approval is necessary if any securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchase by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at the address designated below unless within your written consent you are otherwise directed in writing by the Contractor.

This instrument contains the entire agreement between you, the Contractor and the Agency with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs to the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement this _____ day of _____, 20____.

_____	_____
Contractor	Agency
By: _____	_____
Signature and Title	Signature and Title

Address

The above escrow instructions received and accepted this ____ day of _____, 20__.

Bank or Trust Company

By: _____

LIST OF TYPE OF BONDS OR SECURITIES THAT ARE APPROVED BY AGENCY

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Any Corporation wholly owned by the government of the United States.
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

The investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

Bond No. PB00019600121

RETAINAGE BOND

KNOW ALL MEN BY THESE PRESENTS, that Western Refinery Services, Inc.,
A corporation existing under and by virtue of the laws of the State of
Washington and authorized to do business in the State of Washington as
Principal, and Philadelphia Indemnity Insurance Company a corporation organized and existing under
the laws of the Pennsylvania and authorized to transact business in
the State of Washington as Surety, are jointly and severally held and bound unto WHATCOM
COUNTY, WASHINGTON, hereinafter called Obligee, and are similarly held and bound unto
the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of:
Twenty three thousand nine hundred forty three and 94/100----- Dollars
(\$ 23,943.94-----) which is 5% of the Principal's price on
Contract No. 21055.

WHEREAS, on the 27th day of July, 2022 the said Principal herein executed a
contract with the Obligee, for 2022 and 2023 Swift Creek Channel Excavation.

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the principal
the sum of 5% from monies earned on estimates during the progress of the construction,
hereinafter referred to as earned retained funds.

AND NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained
funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of this obligation is such that the surety is held and bound
unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of 5 percent of
the final contract cost which shall include any increases due to change orders, increases in
quantities of work or the addition of any new item of work. If the Principal shall use the earned
retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this
obligation shall be null and void; otherwise, it shall remain in full force and effect until release
is authorized in writing by the Obligee.

PROVIDED HOWEVER that:

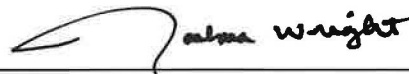
1. The liability of the Surety under this bond shall not exceed 5% of the total amount earned by the Principal if no monies are retained by the Oblige on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time period provided by applicable law.

WITNESS our hands this 25th day of July 2022.

BY: 

Ryan Littel Principal

Philadelphia Indemnity Insurance Company



Joshua Wright-Attorney in Fact

Name and Address Local Office or Agent

Bell-Anderson Agency, Inc.
600 SW 39th Street, Suite 200
Renton, WA 98057



APPROVED:

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

By: 

Date: August 01, 20 22.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Kristin Jackson, Jennifer Lutz and Joshua Wright of Bell-Anderson Agency, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

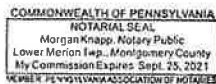
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of July, 20 22.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2022

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

PRODUCER Bell Anderson Agency, Inc. 600 SW 39th St., Suite 200 Renton WA 98057	CONTACT NAME: Linda Minami, CPCU, ARM PHONE (A/C, No, Ext): (425) 291-5200 E-MAIL ADDRESS: lindam@bell-anderson.com	FAX (A/C, No): (425) 291-5100
	INSURER(S) AFFORDING COVERAGE	
INSURED Western Refinery Services, Inc. 2380 Grandview Road Ferndale WA 98248	INSURER A: Crum & Forster Specialty Insurance Company	NAIC # 24465
	INSURER B: Western National Assurance Co.	
	INSURER C: Travelers Property Casualty Company of America	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL21112349333 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EPK-137854	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLLUTION LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY			CPP1127589	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EFX-119298	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						Auto Liability Sublimit \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EPK-137854 - WA Stop Gap	12/01/2021	12/01/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Motor Truck Cargo			6607C693667	12/01/2021	12/01/2022	Per Veh or Container \$300,000
							Per Occurrence \$600,000
							Deductible \$1,000

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

22/23 Swift Creek Channel Excavation
Whatcom County and its officers, elected officials, employees, agents, and volunteers are additional insured per attached endorsement #EN0111 0211, EN0320 0211 & WNCA48 0616. Waiver of subrogation included per the attached endorsement #EN0109 0211 & WNCA48 0616. Coverage is primary & non-contributory per the attached endorsement #EN0118 0211 & WNIL02 0707. Excess Liability is following form.

CERTIFICATE HOLDER

Whatcom County
322 N Commercial St #31

Bellingham WA 98225

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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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Professional Liability (Claims Made) - EPK-137854 - Eff 12/1/2021 - 12/1/2022			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000	2,000,000		25,000	Dollars
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Pollution Liability (Claims Made) - EPK-137854 - Eff 12/1/2021 - 12/1/2022	POLUT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000	2,000,000		25,000	Dollars
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
	XS Auto Liab-Acceptance Casualty Ins-#EMM000056801 - Eff 12/1/2021 - 12/1/2022			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
5,000,000	5,000,000			
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

RECEIVED

Memorandum

AUG 02 2022

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive
Through: Jon Hutchings, Director
From: James P. Karcher, P.E., County Engineer *JK*
James E. Lee, P.E., Engineering Manager *JEL*
Date: August 1, 2022
Re: 2022 and 2023 Swift Creek Channel Excavation
Construction Contract for Signature

WHATCOM COUNTY
EXECUTIVE'S OFFICE

Enclosed for your review and signature are two (2) originals of the above referenced contract between Whatcom County and Western Refinery Service, Inc. in the amount of **\$478,878.76**.

Requested Action

Public Works respectfully requests that the County Executive execute the two (2) attached original contracts. Please sign and/or date where indicated.

Background and Purpose

This contract was awarded through the competitive bid process and received approval for award by the County Council on July 12, 2022. The County Executive approved award of this contract on July 14, 2022.

This Construction Contract provides for excavating accumulated Swift Creek sediment downstream of the Goodwin Rd. Bridge for stream flow conveyance. Sediments contain naturally occurring asbestos and will be stockpiled at the Oat Coles North setback levee. Per the grant agreement with the Department of Ecology (WCC#201810012), dredging the creek is considered annual maintenance and will be funded with local funds.

Funding Amount and Source

The contract will be funded through the Swift Creek Fund 128200. There is sufficient budget authority for this multi-year project expenditure.

Please contact James Lee at extension 6264 if you have any questions or concerns regarding this contract.